

**COUNCIL HOUSE TENANCY CONDITIONS, SUCCESSIONS
POLICY AND RECHARGE POLICY.**

**REPORT OF DEPUTY CHIEF EXECUTIVE (COMMUNITY
DIRECTION)**

WARDS AFFECTED: ALL



Hinckley & Bosworth
Borough Council

A Borough to be proud of

1. **PURPOSE OF REPORT**

- 1.1 To advise Executive Briefing of the proposed new tenancy conditions for council tenants and two related policies to the tenancy conditions: the Succession of Council Tenancies policy and the Recharge Policy.

2. **RECOMMENDATION**

- 2.1 The Executive approves for consultation with tenants

- 2.1.1 Tenancy Conditions – appendix 1.
2.1.2 Recharge Policy – appendix 2.
2.1.3 Successions policy – appendix 3.

3 **BACKGROUND TO THE REPORT**

- 3.1 All tenants of council properties are required to sign Tenancy Conditions. This is a legally binding document which details both tenant and landlord responsibilities.
- 3.2 The current tenancy conditions have been in place for a number of years and it has become increasingly apparent that they need to be refreshed in order that tenants are clear on their responsibilities and to ensure that officers have a robust set of conditions by which to take enforcement action should tenants not be behaving in a responsible way.
- 3.3 The new Tenancy Conditions are detailed in appendix 1. The new Tenancy Conditions would apply to both new and existing tenants.
- 3.4 The main changes between the current and proposed tenancy conditions are that each area is more explicit, defined and comprehensive. In summary:
- Introduction of demoted tenancies.
 - These are an alternative to eviction for tenants who have been behaving in an anti social way and can be granted by the courts.
 - A demoted tenant loses their security of tenure for 12 months and have less rights than a secure tenant.
 - If the anti social behaviour continues it is easier to obtain a possession order.
 - If the behaviour is modified and there are no further complaints the tenancy becomes secure again after the 12 months.
 - New sections:
 - Hygiene – responsibility to keep the property and garden clean and tidy.
 - Health and Safety – deals with a number of areas including the storage of dangerous materials, smoking in communal areas and fitting smoke alarms.
 - Strengthening/widening of sections:
 - Animals.
 - Gardens – covers building structures, ponds, fencing, hedges.

- ASB – more defined and includes explicitly areas such as Hate Crime and ASB.
- Repairs – increasing areas that tenants are responsible for, making it clear regarding tenant alterations, detailing preventative work that tenants need to take for example around ensuring pipes don't freeze, condensation prevention.

- 3.4 The process for implementing new tenancy conditions is as follows:
- Approval given by Executive for consultation with tenants.
 - Formal consultation with Together for Tenants.
 - All tenants written to and served a preliminary notice advising of the intention to serve a notice of variation on their current tenancy and inviting them to comment on the proposed variation/changes.
 - Review of consultation responses and amendments of Tenancy Conditions if needed.
 - Formal approval by Executive/Council.
 - All tenants served a notice of variation advising of the new tenancy conditions and the date on which they become effective.

4 TENANT RECHARGE POLICY.

- 4.1 Some tenant responsibilities in the tenancy conditions will be reinforced through a Tenant Recharge policy (appendix 2).
- 4.2 The Tenant recharge policy will provide the ability to recharge tenants and licencees for works which become necessary as a result of damage caused willfully or through accident or neglect by a tenant/licencee or a member of their family or visitor to their property.
- 4.3 The Tenant Recharge policy will relate to both former tenants/licencees (in the form of void property recharges) and current tenant/licencees (in the form of repair recharges). It will provide a consistent and transparent approach to recharging with the aim of encouraging good tenant/licencee behaviour and to ensure tenants/licencees take responsibility for their own actions.
- 4.4 The policy will cover the following (please note this isn't an exhaustive list):
- Repairs undertaken in an emergency on behalf of the tenant/licencee e.g. lock replacement due to the fault of the tenant such as lost keys.
 - Repairs needed due to damage or neglect caused by the tenant/licencee (including untidy gardens).
 - Repairs for which the tenant/licencee is responsible that the council carries out. This will apply in circumstances such as where there are health and safety concerns and to prevent further damage, for example to carry out corrective work after the tenant/licencee has carried out poor quality or potentially dangerous alterations e.g. rewiring.
 - Repairs to void properties that are necessary because of damage, neglect or poor workmanship by the former tenant/licencee.
 - Repairs caused by malicious damage which has not been reported to the police.
- 4.5 Exceptions to the policy will be considered and written into the policy, including whether a tenant has been a victim of crime and has a crime number to cover the repair issue/damage, whether the tenant's vulnerability makes it unreasonable for them to pay and where a tenant has died and there are insufficient funds in his/her estate to pay the recharge costs.
- 4.6 Affordable payment plans where necessary will be put in place to ensure undue

hardship isn't placed on tenants.

5 SUCCESSIONS POLICY

- 5.1 When a Council tenant dies it may be possible for a husband/wife/civil partner, or other family member to take over the tenancy – this is known as a succession. The rights of tenants to succeed to a secure tenancy are contained in section 87 of the Housing Act 1985. The Localism Act 2011 section 160 has introduced new legislation which allows local authorities to change who can succeed to a secure tenancy. This limits the people who can succeed to a tenancy unless a landlord specifically permits succession to others as part of its tenancy agreement. The changes are not retrospective and can only take effect for new tenancies after April 1st 2013.
- 5.2 The draft Successions policy is attached in appendix 3 It is proposed that for the discretionary element of the policy, where eligible, succession rights are extended to a child, brother or sister (including step or adoptive) of a deceased tenant.
- 5.3 it should be noted that a succession relates to a tenancy and not a property. Therefore (apart from a spouse/civil partner) a person who has the right to succeed to a tenancy may be asked to move to a more suitable property for their needs.

6. FINANCIAL IMPLICATIONS (KP)

- 6.1 There are no direct financial implications associated with the tenancy and succession policies. Indirectly, prompt processing of tenancy arrangements will ensure that void loss on rental properties is minimised. The budget currently contains a provision for 2% void loss over the financial year.
- 6.2 The financial implications of the recharge policy will be confirmed upon completion of the document and agreement of the charges. Any charges that are introduced will be based on the schedule of rates used for housing repairs, a review of which is currently being undertaken and inform the policy. Any income received as a result of the recharge will be transferred to the Housing Repairs account as part of the HRA to be utilised for future use.
- 6.3 The cost of administering the recharge scheme is thought to be minimal but will require some element of support service recharge from the debtors function.

7. LEGAL IMPLICATIONS (EC)

Contained within the body of the report.

8. CORPORATE PLAN IMPLICATIONS

1. Creating a vibrant place to work and live
2. Empowering communities
3. Supporting individuals
4. Providing value for money and pro-active services

9 CONSULTATION

Consultation will take place with all tenants on the proposed tenancy conditions.

10. RISK IMPLICATIONS

Management of significant (Net Red) Risks		
Risk Description	Mitigating actions	Owner

11. **KNOWING YOUR COMMUNITY – EQUALITY AND RURAL IMPLICATIONS**

12. **CORPORATE IMPLICATIONS**

By submitting this report, the report author has taken the following into account:

- Community Safety implications
- Environmental implications
- ICT implications
- Asset Management implications
- Human Resources implications
- Planning Implications
- Voluntary Sector

Background papers:

Contact Officer: Sharon Stacey
Executive Member: Councillor M Mullaney

Hinckley & Bosworth
Borough Council
Hinckley Hub
Rugby Road
Hinckley
Leicestershire
LE10 0FR

Tenancy Agreement



Hinckley & Bosworth
Borough Council

PARTICULARS

Dated _____ of _____ 20__

BETWEEN

Landlord HINCKLEY & BOSWORTH BOROUGH COUNCIL of Hinckley Hub
Rugby Road Hinckley Leicestershire LE10 0FR; and

Tenant(s) _____ and

Property In respect of:

Description of premises

Date of start of Tenancy _____ of _____ 20__

Rent

(where applicable)

(where applicable)

(where applicable)

Net Rent:

Heating:

Water:

Miscellaneous Charges:

_____ Total

Weekly Payable Rent:

For office use only

Property Reference																			
Former address of Tenant																			
H&BBC Prop' ? Yes/No	Amended Tenancy ? Yes/No																		
Housing Reg' No	Comments																		

CONDITIONS OF TENANCY

1. DEFINITIONS AND INTERPRETATION

1.1 The definitions in this clause apply in this agreement.

Assignment

The legal process of passing all your tenancy rights and responsibilities over to another person.

Building

The land and building of which the Property forms part edged blue on the attached Plan (if any).

Demoted Tenancy

A tenancy as defined in clause 2.6.2.

Domestic Abuse

Any incident or pattern of incidents of controlling, coercive, threatening behaviour, violence or abuse between those aged 16 or over who are, or have been, intimate partners or family members regardless of gender or sexuality.

Emergency Services

The police, the fire service and the ambulance service.

Exchange

To swap tenancies with another Council tenant.

Fixtures and Fittings

All of the Landlord's appliances and furnishings in the Property [as stated in the attached inventory] including installations for supplying or using gas, electricity and water.

Flat

A self-contained housing unit that occupies only part of a Building.

Garden

All lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths, paved areas and exterior areas forming part of the Property.

Hate Crime

Any incident where someone has been targeted because they are believed to be different, this may be motivated by: age, disability, gender identity, race, religion/belief or sexual orientation.

Improvement

Any alteration or addition to the Property.

Introductory Tenancy

A tenancy as defined in clause 2.6.1.

Joint Tenants

Where there is more than one person stated as being the Tenant the responsibilities of those persons will be joint and several. This means that all of the tenant's responsibilities in this Agreement can be enforced in their entirety against any one individual separately or against all the individuals comprising the Tenant jointly. .

Local Area

The neighbourhood the Property is located in including privately owned or housing association properties, local shops and/or amenities serving the neighbourhood.

Lodger

Someone who lives or stays in part of the Property by agreement with the Tenant, but who does not have control over or exclusive use of the rooms they use.

Neighbours

Everyone living in the Local Area and particularly the owners/occupiers of adjoining/ adjacent properties to the Property, including people who own their own homes, and housing association tenants.

Neighbourhood Housing Officer

The relevant officer of the Housing Operations department of Hinckley & Bosworth Borough Council.

Other Tenants

All other tenants of units in the Building other than the Tenant.

Particulars

Page 1 and 2 of this Tenancy Agreement.

Partner

A husband, wife or someone who has cohabited with you in a continuously for more than two years.

Plan

The plan of the Property attached to this Tenancy Agreement (if any).

Property

The land and buildings edged red on the Plan and stated in the Particulars, including any Garden, but not including any Shared Areas.

Relative

Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, in-laws, step-relatives.

Rent

The rent as stated in the Particulars and being the net rent and any other service charges set out or which may be charged from time to time which make up the total inclusive rent due as varied from time to time in accordance with this Tenancy Agreement.

Repairs

Any repair replacement or improvement to the parts of the Property required by Us to maintain the integrity and operation of the Property.

Secure Tenant

A tenant with a secure tenancy as defined in clause 2.6.3.

Shared Areas

The parts of the Building which all tenants of the Building can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Sub-let

The Tenant by agreement giving another person exclusive possession of, and the right to live in part, or all of the Property.

Succession

Where the Tenant dies and their Partner or Relative takes over the tenancy of the Property.

Tenancy Agreement

This document.

Vacant Possession

Where the Property is clear of any occupants, personal belongings or rubbish.

Vehicle

A van, car, bus, lorry, motorbike, bike, boat, caravan, motorhome and any other kind of vehicle.

We, Us, Our, Landlord, Council

Hinckley & Bosworth Borough Council and any workers contractors or agents authorised by and acting on Hinckley & Bosworth Borough Council's behalf.

Written Permission

A letter from us giving you permission to do something.

You, Tenant

The tenant as stated in the Particulars (and where there are Joint Tenants, any one or all of the Joint Tenants).

2. INTRODUCTION

2.1 By signing this Tenancy Agreement you are agreeing to become our Tenant. You are entering into a legal contract with Us.

2.2 If you breach any of the conditions in this Agreement We may take legal action against you which may include possession proceedings to evict You from the Property.

- 2.3 You should obtain advice from a solicitor, Citizens Advice Bureau or a community housing/resource centre before signing this Tenancy Agreement.
- 2.4 Joint Tenants are jointly and individually responsible for fulfilling the obligations of the Tenant of this Tenancy Agreement.
- 2.5 All of the Tenant's responsibilities and obligations contained in this Tenancy Agreement include an obligation to ensure that any Partner Relative or any other person living in or visiting the Property comply with the responsibilities and obligations contained in this Tenancy Agreement.
- 2.6 Any Written Permission given under this Tenancy Agreement may contain any conditions that are reasonable in Our opinion without which permission would not have been granted. Non compliance with any Written Permission means that the permission contained therein is automatically revoked.
- 2.7 There are three kinds of tenancies used by Hinckley & Bosworth Borough Council:

2.7.1 Introductory Tenancy:

2.7.1.1 Unless you are transferring from a Secure Tenancy or an assured tenancy of a registered social landlord, you will start your tenancy as an Introductory Tenant.

2.7.1.2 By law, during your Introductory Tenancy, you do not have the same rights as a Secure Tenant you cannot:

- 2.7.1.2.1 apply for the right to buy your home
- 2.7.1.2.2 vote for a change to another landlord
- 2.7.1.2.3 Sub-let your home
- 2.7.1.2.4 make a structural change to the Property
- 2.7.1.2.5 apply to Exchange your home.

2.7.1.3 In certain circumstances We may let you take in a Lodger or someone to provide you with support and care. You must obtain our written permission first.

2.7.1.4 Your Introductory Tenancy will usually last for one year. We can extend it by six months if we have concerns that you, the Tenant, are in breach of the conditions of tenancy.

2.7.1.5 If we do extend your Introductory Tenancy by six months, we will serve a notice of extension on you. You have the right to request a review. The Introductory Tenancy will only be extended if you do not request a review or if you do request a review and our decision to extend is confirmed.

2.7.1.6 During your Introductory Tenancy, you must not break any of the tenancy conditions.

2.7.1.7 If you do not break any of the tenancy conditions during your Introductory Tenancy period, and we therefore do not take action against you, you will automatically become a Secure Tenant.

2.7.2 Demoted Tenancy:

2.7.2.1 Demoted tenancies are created by the courts where a Secure Tenant has behaved antisocially. Demotion is an alternative to the council asking a court to evict you.

2.7.2.2 Demotion replaces your secure tenancy; you lose your security of tenure. If your tenancy has been demoted we can end it without having to establish grounds for possession.

2.7.2.3 As a demoted tenant you have similar rights to those of an introductory tenant. You cannot:

- 2.7.2.3.1 apply for the right to buy
- 2.7.2.3.2 Sub-let any part of your Property
- 2.7.2.3.3 vote for a change to a new landlord
- 2.7.2.3.4 take in a Lodger without our written permission
- 2.7.2.3.5 apply to Exchange your home
- 2.7.2.3.6 make a structural change to the Property
- 2.7.2.3.7 transfer to another council Property.

2.7.2.4 A Demoted Tenancy will last for 12 months unless we have served you with a notice to extend it. If a notice has been issued to you the Demoted Tenancy will last a further six months.

2.7.2.5 If there are any further breaches of the Conditions of Tenancy whilst you are a Demoted tenant, we may end the tenancy.

2.7.2.6 After the Demoted Tenancy Period has expired and providing there have been no further breaches of the Conditions of Tenancy, you will become a Secure Tenant again.

2.7.2.7 As a demoted tenant, you have fewer rights than both introductory and secure tenants in relation to assigning your tenancy. There are different rights relating to Succession following your death.

2.7.3 Secure tenancy:

2.7.3.1 Unless otherwise stated the general conditions detailed in this document relate to the rights and responsibilities for secure tenancies.

3. RENT

- 3.1 You must pay the Rent to the Landlord weekly in advance throughout the whole period of the tenancy including any period that you are away from the Property without deduction or set-off.
- 3.2 The first payment of Rent is to be made on the date the tenancy starts as stated in the Particulars.
- 3.3 The Tenant shall be in breach of this agreement if the Tenant fails to pay the Rent in accordance with this clause and the Landlord shall be entitled to recover possession of the Property.
- 3.4 If You use housing benefit as a method of payment to pay part or all of your Rent, You must notify the Benefit Service immediately of any change of Your circumstances which may affect your entitlement to housing benefit.
- 3.5 If Your housing benefit payment made directly to Us does not cover the full Rent You must pay the shortfall to Us weekly in advance.
- 3.6 We may change the amount of the Rent at any time on 24 hours notice.
- 3.7 If Your Rent is in arrears at any time during the tenancy you will immediately lose any eligibility for a transfer to alternative accommodation or to receive an offer of alternative accommodation.
- 3.8 If Your Rent is in arrears at any time during the tenancy We will not consent to a Property Exchange until You have paid the outstanding Rent.

4. USING THE PROPERTY

- 4.1 You, your friends and Relatives and any other person living in or visiting the Property (including children) must not use the Property other than as a private home.
- 4.2 You must not operate a business from the Property without Our prior written consent.
- 4.3 You may need to obtain additional permissions to operate a business from the Property, including Planning permission, and you may be liable for business rates. It is your responsibility to ensure relevant permissions are granted and you are registered to pay business rates.
- 4.4 We reserve the right to withdraw our consent if the relevant permissions are not granted or if the business begins to cause a nuisance to others.
- 4.5 You must inform us of the energy supplier you have registered with for gas and/or electricity on request of the Landlord.

- 4.6 You must obtain our written permission before having a water meter installed.
- 4.7 You must produce identification and provide evidence that you occupy the Property and details of anyone else living with you on a permanent or temporary basis on the request of the Landlord.
- 4.8 You must provide access to the Property for the purpose of carrying out a tenancy check or gas safety check, electrical check or to carry out essential repairs on request of the Landlord.
- 4.9 You must take reasonable steps to prevent noise transferring from your home to any adjoining properties. This may include laying carpets or fitting other floor insulation.
- 4.10 The Tenant shall pay all charges for gas, electricity, water and sewerage services, telephone, cable or satellite television and any other services used by the Tenant at the Property.
- 4.11 Where the Tenant allows either by default of payment or specific instruction the utility or other services to be cut off the Tenant shall pay the costs associated with reconnecting or resuming those services.
- 4.12 The Tenant shall pay for a television licence for the Property if a licence is required.
- 4.13 The Tenant shall pay the Council tax for the Property.
- 4.14 You must keep appointments with Your Neighbourhood Housing Officer that we have agreed with you. If you break two or more consecutive appointments we may charge you to recover our costs.

5. WRITTEN NOTICES

- 5.1 If we have posted a letter or notice first class to the Property, it will be deemed to have been received on the second day after posting.
- 5.2 If we deliver a letter to the Property or notice by hand it will be deemed to have been received the following day.
- 5.3 All letters or notices addressed to the Property will be deemed to have been served correctly unless you provide us with a different address in writing.

6. ENDING YOUR TENANCY

- 6.1 If you want to move out of the Property, you must give us four weeks written notice to end your tenancy.
- 6.2 Your tenancy will end at midday on the first Monday after the four weeks notice was given.
- 6.3 When you move out of the Property you must give us all the keys to the Property, including keys for window locks and security fobs to the door entry system by midday on the Monday the tenancy terminates.
- 6.4 If you do not return your keys by the end of the tenancy the cost of replacing the locks will be charged as Rent.
- 6.5 At the end of your tenancy you must give us Vacant Possession.
- 6.6 You must pay all Rent and other charges up to and including the date of the end of your tenancy, including any arrears from previous tenancies.
- 6.7 When you leave the Property you must:
- 6.7.1 Remove your furniture, furnishings, clothing and rubbish on, or before, the day Your tenancy ends. If you do not, we will assume you have abandoned these items and will dispose of them without further reference to you. We will also charge you the cost of removal of any items left at the Property at the end of the Tenancy.
 - 6.7.2 Leave the Property and Garden in a clean and tidy state. If you do not, we may charge you a reasonable cost for cleaning up after you.
 - 6.7.3 Provide us with your forwarding address and any future address.
 - 6.7.4 If you remove any Improvements, fixtures or fittings that you had installed, you must put the Property back to the way it was before you installed them. If you do not, we may charge you a reasonable cost for having to do this.
 - 6.7.5 If you damage any part of the structure, fixtures or fittings (supplied by the Council) you must put the Property back to the way it was before you damaged them. If you do not we may charge you a reasonable cost to carry out the remedial repairs.
 - 6.7.6 Make sure all Fixtures and Fittings you have installed and which you are leaving in the Property are in good working order.

- 6.7.7 You must take remove any of the council's Fixtures and Fittings when you leave a Property. If you do you may be prosecuted for theft.
- 6.8 You must allow us access to inspect your Property during the notice period.
- 6.9 You should tell us in writing if you will be away from your home for more than four consecutive weeks.
- 6.10 If You leave the Property vacant for more than four weeks without giving us notice as set out above this tenancy shall come to an end and the Council may commence possession proceedings at Court.

7. THE COUNCIL'S RESPONSIBILITIES

- 7.1 Subject to the Tenant paying the Rent and all other sums due under this tenancy and complying with all of the tenant's obligations in this agreement We will not interrupt or interfere with your quiet enjoyment of the Property.
- 7.2 The Landlord shall insure the Property to its full value against such risks as the Landlord shall determine in its absolute discretion.
- 7.3 The Landlord shall not be required by the Tenant to produce evidence of the insurance for the Property.
- 7.4 The Landlord shall:
- 7.4.1 keep in repair the structure and exterior of the Property (including drains, external pipes, gutters and external windows)
 - 7.4.2 keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation; and
 - 7.4.3 keep in repair and proper working order the installations in the Property for space heating and heating water.
- 7.5 The Landlord shall not be required to;
- 7.5.1 carry out any works or repairs for which the Tenant is liable by virtue of this agreement; or
 - 7.5.2 keep in repair or maintain anything which the Tenant is entitled to remove from the Property.

8. REPAIRS

- 8.1 You must repair renew replace and keep in repair the Fixtures or Fittings at the Property.
- 8.2 You must repair renew and replace any part or parts of the Property/Building that are damaged by You.

- 8.3 For the avoidance of doubt You are responsible for repairing, renewing or replacing the following items in particular:
- 8.3.1 fuses
 - 8.3.2 cupboard catches and handles
 - 8.3.3 keys to door and window locks
 - 8.3.4 plugs and chains to sinks, basins and baths
 - 8.3.5 TV aerials
 - 8.3.6 surface damage to internal plasterwork
 - 8.3.7 pelmets, curtain and picture rails
 - 8.3.8 gate and shed latches, bolts and catches
 - 8.3.9 lagging and other insulation material
 - 8.3.10 broken or cracked glass in any internal or external door or window.
 - 8.3.11 internal or external light bulbs/fluorescent tubes.
 - 8.3.12 TV aerials (unless warden assisted or communal systems).
 - 8.3.13 Internal/external doors, door handles and latches
 - 8.3.14 sealant around basins, baths, showers and kitchen work surfaces
 - 8.3.15 cylinder jackets where the hot water tank is not pre-insulated
 - 8.3.16 toilet chains/handles, seat and lid.
 - 8.3.17 drawer handles
 - 8.3.18 door numbers and letter plates
 - 8.3.19 glazed tiles around the bath, basin, shower and sink
 - 8.3.20 curtain battens
- 8.4 You must not make any Improvement or alterations to the Property internally or externally without Our Written Permission.
- 8.5 You must keep all of the Fixtures and Fittings at the Property clean and tidy and free from damage at all times.
- 8.6 You are responsible for the safe keeping of keys for door and window locks and the provision of additional locks. You are responsible for replacing keys, locks or fobs when they are lost or stolen or when you get locked out.
- 8.7 You must not remove or replace any internal or external doors or any door closers fitted to fire doors.
- 8.8 You must take reasonable steps to avoid moisture building up (condensation) within the Property.
- 8.9 You must keep in repair any addition or Improvement or alteration you make to the Property.
- 8.10 You must take reasonable steps to prevent pipes freezing.
- 8.11 You are responsible for properly and adequately installing maintaining and repairing any electrical appliances installations at the Property.

- 8.12 You must take reasonable steps to prevent blockages to waste pipes (for example to a sink, basin or toilet) or external drains and to remove any blockages if they occur.
- 8.13 If a pipe or conduit bursts at the Property/Building You must inform Us immediately and take reasonable steps to prevent damage to the Property/Building and Your personal belongings.
- 8.14 If there is an open fire at the Property You must clean the chimney flue at least once a year. Unless the flue has a solid fuel central heating appliance.
- 8.15 You must keep all paths at the Property leading to and from the public highway clean clear and free of all obstructions and ice and any other dangerous material or substance.
- 8.16 An application to make any changes, alterations and/or Improvements to the Property whether internal or external must be made in writing, enclosing a Plan of any proposals and a detailed explanation of the nature of the proposals. If we give permission, we may set certain conditions that must be met. All works will be inspected by an officer of this Council to ensure works have been carried as required.
- 8.17 If we give our written permission for structural changes You must also obtain any necessary planning permission and carry out the structural changes in accordance with building regulations.
- 8.18 You must not fit an aerial or satellite dish or receiving antennae at the Property without our written permission and the relevant planning permission. You must arrange the removal of these to enable us to carry out Repairs or when they are no longer required or when you move out.
- 8.19 Any work you have done at your Property must be carried out by a competent and suitably qualified person. Gas appliances must be installed by a registered gas fitter (gas safe registered). Electrical works must be carried out by an authorised electrician and all works must comply to Part P of the Building regulations.
- 8.20 You are responsible for repairing and maintaining all Improvements alterations and Fixtures and Fittings you install at the Property.
- 8.21 You must not remove, cover up or disconnect any mains-operated smoke detector that we have installed.
- 8.22 You must maintain any battery operated smoke detectors. Apart from those that have been installed by the Council.
- 8.23 You must put and keep in repair any part of the Property which has fallen into disrepair that you failed to notify us about in writing.
- 8.24 If you fail to put or keep in repair any part or parts of the Property or Fixtures and Fittings for which you are responsible, we will give you 28

days notice that we are going to complete the work and you must pay our costs of carrying out the necessary works.

- 8.25 We will repair and maintain:
8.25.1 the structure and outside of the Property/Building;
8.25.2 any electrical wiring and gas and water pipes;
8.25.3 any central-heating equipment and water-heating equipment we have installed in the Property;
8.25.4 any Shared Areas necessary to the use of the Property.
- 8.26 You must put and keep in repair and maintain the fences marked with a 'T' on the Plan.
- 8.27 You must not make any hole or insert any gate or otherwise modify or tamper with any boundary fence/wall at the Property.
- 8.28 We may charge you for any breach of any of the covenants in this agreement in accordance with the Hinckley & Bosworth Borough Council Recharge policy.

9. REPORTING A REPAIR

- 9.1 You must inform us in writing as soon as you become aware of a Repair for which We are responsible.

10. REPAIRS

- 10.1 We will keep the structure and exterior of your home (including drains, gutters and external pipes) in repair.
- 10.2 We will keep installed facilities which provide the supply of water, gas, electricity and sanitation in your home, in repair and proper working order.
- 10.3 We will keep installations which provide heating for water and central heating at the Property in repair.
- 10.4 Subject to clause 8.15 We will keep in repair any step or path that is an essential means of access to your Property. Being one row of slabs to main house entrance door/s one row to external outbuildings and one row to clothes drying facilities.
- 10.5 We will keep any boundary fence or wall which we have provided in repair. Other than Repairs to make them safe, We may remove broken fences or walls we have provided rather than repair them.
- 10.6 We will keep in repair any garage, shed, porch or outbuilding we have provided which is situated within the boundary of the Property, or a garage that is located on a council garage site as long as it is economic to do so. We reserve the right to remove these structures when, in our view, they are beyond economic repair.

- 10.7 In Flats and maisonettes, we will keep all communal entrances, halls, stairways, lifts, lighting and other parts for common use, in repair.
- 10.8 We will keep common areas free from obstruction and arrange for the removal items made from materials that do not meet fire safety standards.
- 10.9 We have no responsibility to install, extend or improve ventilation, heating, insulation, internal plasterwork or electrical appliances and fittings, unless we are required to do so to abate a statutory nuisance or to satisfy any statutory provisions.
- 10.10 We are not responsible for condensation or the effects of condensation, unless it arises from a breach of our repairing responsibilities or as a result of a statutory repairing obligation.
- 10.11 We will maintain communal TV aerials, being those aerials located at warden assisted complexes and Flats with communal entrance.
- 10.12 We will maintain mains operated smoke detectors that we have provided.
- 10.13 We will require access every 12 months to service gas appliances and to carry out periodic inspection/testing of the electrical installations based on a 5 year cycle. If you do not allow us access, we may take immediate action to gain entry to do the work.
- 10.14 Where permission is requested to complete any repair or Improvement works, it will not be unreasonably withheld. If you do make changes without our permission, we may ask you to restore the Property to how it was or alternatively complete the work to restore the Property to how it was and re-charge you accordingly.

11. CARRYING OUT A REPAIR

- 11.1 Always ask to see the identity card of anyone who calls at your home to carry our Repairs and claims to work for us. If you are not sure that they work for us, do not let them into your home and telephone the Contact Centre for confirmation.
- 11.2 You must allow us access to the Property for inspection, testing, servicing, repair, Planned programmes, gas servicing; safety checks; Improvement or maintenance of the Property or adjoining Property. between the hours of 8am and 7pm and at any other time in an emergency. We will give you advance notice whenever possible.
- 11.3 In an emergency, such as a flood, we may take immediate action to gain entry to your home to limit damage to your Property or adjoining properties.

- 11.4 If you delay allowing us access to the Property we may recharge you for any associated costs including costs of gaining access and increased costs of repair caused by any delay.
- 11.5 You must keep appointments that we have agreed with you to complete Repairs. If you break two or more consecutive appointments we may charge you to recover our costs. The original repair may also be cancelled.
- 11.6 If we visit your Property and you are out, we will leave a card asking you to telephone the Housing Repairs help desk to make a new appointment.
- 11.7 If the repair appointment is not kept you should telephone the Contact Centre.
- 11.8 We will try to warn you if we think any proposed Repairs will inconvenience you. Certain Repairs may unavoidably deprive you of certain facilities in your Property while the work is being done. For example, you may not be able to use your kitchen or bathroom.
- 11.9 We may require you to move furniture or other personal possessions to enable us to carry out Repairs. Where you are unable to do this, we will try to help. Where possible we will give you notice of the need to move your furniture or belongings. If you do not make the required arrangements or fail to inform us that you are unable to move the relevant objects, we will move the furniture/objects for you but we may charge you a reasonable cost for having to do this on your behalf. If we do move furniture for you we may ask you to sign a disclaimer form.
- If you have fitted laminate flooring lino ceramic tile or carpets over an existing floor that needs to be removed to facilitate a repair underneath, it is the responsibility of the tenant to remove and refit these coverings to allow the repair to be carried out.
- 11.10 You must take steps to store or protect your possessions while repair work is being done.
- 11.11 If something is damaged as a result of our Repairs, you must notify us in writing within a period of 28 days from the time it was damaged or from the time you first became aware it was damaged.
- 11.12 If you wish to make a claim due to damage or loss of facilities you must complete a claim form which is available from your local neighbourhood or housing office. We may not accept liability for any alleged losses if you do not notify us as specified.
- 11.13 We may not be responsible if any of your Property is damaged because you failed to take reasonable steps to store or protect it. Where this is the case, we will take reasonable steps to provide you with temporary substitute facilities.

- 11.14 We will remove all associated rubbish, building materials and equipment from your Property after repair work has been completed.
- 11.15 We will redecorate the affected area or provide an allowance for redecoration following major Repairs work that we are under a legal obligation to undertake. We will consider each case on its merits taking into account your age or vulnerability to carry out this work.
- 11.16 You have the right to have certain Repairs (known as qualifying Repairs) done within set time limits. If we do not carry out a qualifying repair within the set time limit, you can ask us to arrange for another approved Repairs Partner to do the work. If this Repairs Partner fails to do the work, you may be entitled to compensation. You should contact the Repairs section for more information.

12. PROVISION OF TEMPORARY ACCOMMODATION

- 12.1 Sometimes the nature of the Repairs that need to take place means that we need to have vacant access to your Property. If your Repairs fall into this category, we will inform you and you must vacate the Property for the period we advise is necessary.
- 12.2 If you choose to remain in your Property during such Repairs, you accept that you do so without responsibility from us to provide you with temporary substitute facilities.
- 12.3 If you have to vacate your Property in order for a repair(s) to be completed, we will, if necessary, assist in providing you with alternative, temporary accommodation. Please contact the Repairs section for advice.
- 12.4 We will try to find temporary accommodation that is nearby and similar to your own but we cannot guarantee this.
- 12.5 We will not be able to carry out certain types of Repairs at your Property until you have vacated. Our responsibilities for such Repairs may be suspended if you refuse to vacate or if you delay the process.
- 12.6 If you do not accept an offer of temporary accommodation, you must at the same time tell us in writing whether or not you want us to continue looking for an alternative. If you do not make this clear, we will assume that you want us to continue looking and therefore some of your Repairs will continue to be postponed.
- 12.7 If we do not say we need vacant access to your Property, you must decide whether you want to stay there during any works or find yourself temporary alternative accommodation

13. PROPERTY EXCHANGE

13.1 You have the right to Exchange your home with another Hinckley & Bosworth Borough Council, a housing association tenant or a council tenant from another council.

13.2 You can only Exchange your home with another tenant if:

- you both have a secure tenancy
- you both live in England or Wales
- you both have written permission from your landlord.

13.3 We may refuse an Exchange if you do not meet certain conditions.

13.4 If you Exchange your Property without written permission, we will require you to move back to your original home. If you fail to do this, we may go to court and ask for you to be evicted.

13.5 If you have made any unauthorised Improvements or modifications damaged any fixture and fittings to your home you must put the Property back into its previous state at your own expense before we will give permission to Exchange.

If any damage is caused or items removed at the time of moving (after permission has been granted) we may recharge you for any associated costs of the repairs.

14. RIGHT TO BUY

14.1 In certain circumstances, you have the right to buy your home. Please speak to your Neighbourhood Housing Officer for more details.

15. SUCCESSION

15.1 You may only assign your tenancy or otherwise deal with your tenancy in accordance with the Hinckley & Bosworth Borough Council Succession policy.

16. HYGIENE

16.1 You, Your Partner and Relatives and any other person living in or visiting the Property (including children) must:

16.1.1 Take reasonable steps to keep the Property, Garden and Shared Areas free from rats, mice and other vermin.

16.1.2 Keep the Property, Garden and Shared Areas free from noxious smells (including animal fouling).

16.1.3 Keep the Property, Garden and Shared Areas clean, tidy and free from recycling and household waste.

- 16.2 You must inform the Environmental Health department immediately if your home becomes infested with rats.
- 16.3 You must inform the Housing Repairs team immediately if the drains of the Property become blocked.
16.3.1 We will clear blocked drains as soon as possible;
16.3.2 If in Our opinion You have caused the blockage by not using the drains properly by pouring fat or grease down the sink or toilet or flushing inappropriate sanitary items or nappies down the toilet, You must pay Our costs of clearing the drains.
- 16.4 You must dispose of household waste by placing the waste in communal refuse bins or by placing the waste in Your wheelie bin and leaving it outside your Property on the correct day for the refuse collectors.

17. HEALTH AND SAFETY

- 17.1 For health and safety reasons you, your Partner and Relatives and any other person living in or visiting the Property (including children) must not:
- 17.1.1 Use portable oil, paraffin or gas cylinder heaters in the Property.
- 17.1.2 Store flammable materials or gas on the Property.
- 17.1.3 Interfere with any equipment which is at the Property for health and safety purposes, for example, for detecting or putting out fires in the Property, door entry systems and closed circuit television.
- 17.1.4 Damage or overload any lift in the Building serving the Property.
- 17.1.5 Do anything in the Property which could cause a danger to anyone in the Property or in the Local Area.
- 17.1.6 Throw anything through the windows of the Property.
- 17.1.7 Smoke in the internal Shared Areas of any building or allow other members of your household or visitors to your Property to do so.
- 17.1.8 Smoke in the Property when We visit you.
- 17.1.9 Block, obstruct, create or leave any hazard on any Shared Area.
- 17.1.10 Leave used syringes on the Property or Shared Areas.

17.1.11 Place any item on an external windowsill at the Property.

17.1.12 Park Vehicles in areas set aside for emergency Vehicles.

17.1.13 Delay telling the Repairs Service about any damage to the Property.

17.2 You must fit a smoke alarm in the Property and check it is operable regularly and replace the batteries when necessary. If the Property benefits from a mains powered smoke alarm, You must not interfere or tamper with the alarm.

17.3 Mobility scooters can only be stored in any provided scooter storage sheds forming part of the Building or within your Property.

17.4 You must inform Us immediately if the gas or electricity meters at the Property have been removed or tampered with by anyone.

17.5 You must obtain our written permission before fitting a camera or any other type of surveillance equipment at the Property.

18. ANIMALS

18.1 You, your friends and Relatives and any other person living in or visiting the property (including children) must not:

18.1.1 Must not keep a dog in a property without a garden.

18.1.2 Keep any animal which has been classified as dangerous under the Dangerous Wild Animals Act 1976, the Dangerous Dogs Act 1991 or the Dangerous Dogs (Amendment) Act 1997 at the Property.

18.1.3 Keep livestock or birds at the Property without Our prior written consent.

18.1.4 Allow any animal kept at the Property to cause or become a nuisance to your Neighbours.

18.1.5 Breed any animals at the Property without Our prior written approval.

18.1.6 Dogs must be kept on leads at all times when in Shared Areas.

18.1.7 Keep more than one domestic cat and/or one dog at the Property. Written permission will be required for any additional cats and dogs.

18.1.8 Allow your animal to foul communal areas – always clean up after your animals

18.1.9 Allow animals to cause damage to the Property, any such damage is the responsibility of the tenant to rectify.

18.2 You must remove all animal fouling in your garden to prevent it becoming a nuisance to your neighbours

19. GARDENS

- 19.1 You must keep all Garden areas for which you are responsible neat and tidy.
- 19.2 You must not erect any building or structure in your Garden without obtaining our written permission.
You must not excavate for or construct a pond without the written permission of the Council to do so. On leaving the Property, these must be filled in/removed prior to leaving
- 19.3 If Our permission is granted in accordance with 13.2 above, You must obtain the necessary planning permission and comply with building regulations in relation to the erection.
- 19.4 You must remove any garage, shed, greenhouse or outhouse and safely dispose of within seven days of Our written request for such removal.
- 19.5 You must not remove, alter, replace or plant any hedge or fence at the Property without obtaining Our prior written consent.
- 19.6 You must remove any fencing hedge or boundary structure you have erected if, in Our opinion, it is dangerous or it causes a nuisance within seven days of Our written request for such removal.
- 19.7 You must not plant any fast-growing or invasive shrubs or trees in your Garden including but not limited to leylandii Japanese Knotweed or any listed in Schedule 9 Wildlife and Countryside Act 1981.
- 19.8 Hedges must be kept below 2 metres high.
- 19.9 You must not store rubbish, indoor furniture, household appliances, inflammable materials or gas in the Garden.
- 19.10 You must not pour hazardous substances down ordinary drains.
- 19.11 You must not cause a nuisance through the lighting of bonfires.
- 19.12 You must maintain all trees within the boundary of the Property, ensuring that the trees are maintained safely, with due regard for the health of the tree. You must obtain written consent from Us to remove a tree.

20. VEHICLES

- 20.1 You, your friends and Relatives and any other person living in or visiting the Property (including children) must not:
- 20.1.1 Park any car or motorbike anywhere on the Property except in a garage or on an area of hardstanding with a dropped kerb to access the Property from the public highway.
- 20.1.2 Park any Vehicle at the Property other than a car or motorcycle without the Our prior written consent

- 20.1.3 Build a parking space, garage or drive without Our written permission.
- 20.1.4 Park any Vehicle which weighs more than one tonne at the Property without our prior written permission.
- 20.1.5 Repair any Vehicle at the Property other than a car or a motorbike.
- 20.1.6 Cause any oil or other deleterious substances to damage the Property.
- 20.1.7 Park any Vehicle which is untaxed (unless there is a SORN in respect of the vehicle), unroadworthy or is in disrepair on the Property.
- 20.1.8 Run a motor-vehicle related business at the Property.
- 20.1.9 Park any Vehicle on the Garden or a grassed area.
- 20.1.10 Park any Vehicle in an area not designated for parking, for example on the paved or tarmac area outside a block of Flats, or on footpaths where pedestrians need access.
- 20.1.11 Park any Vehicle on a designated area set aside for emergency Vehicles, or park in any area which would block access for emergency Vehicles or refuse collection Vehicles.
- 20.1.12 Sell, Rent or licence a parking space which we provide for you, without our written consent.
- 20.1.13 Double park Vehicles, or park in a way which causes obstructions to pedestrians or other road users, including the Emergency Services' Vehicles.
- 20.1.14 Advertise Vehicles for sale on a Property without the council's written consent.
- 20.1.15 Store vehicles which are not in use for a period of more than 6 months.

20.2. If we give our permission to build a parking space, garage or drive, it must be built to a standard design. We will withdraw our permission if the parking space, garage, dropped kerb or drive causes a nuisance.

20.3. You are permitted to store a battery operated mobility scooter in your home, providing you have individual access to your Property. Otherwise written permission should be sought.

21. ANTISOCIAL BEHAVIOUR

21.1 Your Friends and Relatives and any other Person Living in or visiting the Property (including children) must not:

- 21.1.1 Do anything or allow anything to be done on the Property which causes or is likely to cause a nuisance or annoyance to Your Neighbours.
- 21.1.2 Be involved in any form of Hate Crime
- 21.1.3 Harass or use threatening or abusive behaviour towards any person residing in visiting or otherwise engaging in lawful activity in the Local Area.
- 21.1.4 Harass or use threatening or abusive behaviour towards Our employees, Councillors, anyone contracted to do work for the council, elected tenant representatives or tenant inspectors.
- 21.1.5 Use or permit anyone else to use the Property for any criminal, immoral or illegal purposes, including supply storage or manufacture of controlled drugs or other illegal substances, weapons or storing or handling stolen goods using the Property for prostitution or any other serious arrestable offence.
- 21.1.6 Carry out any act of Domestic Abuse at the Property on any person living at the Property.
- 21.1.7 Cause any environmental nuisance in your Local Area such as littering, dog fouling, graffiti, fly posting or fly tipping.

21.2 This tenancy will determine upon any breach by You of clause 7.1.

Signed by the Tenant

Signed by the Landlord

HOUSING RECHARGE POLICY.

Introduction

This document sets out the recharge policy for tenants and licensees of Hinckley & Bosworth Borough Council. Recharging relates to both former tenants/licensees (in the form of void property recharges) and current tenants/licensees (in the form of repair recharges). It covers work carried out to council properties, including council garages and properties under their control as part of the Private Sector Leasing Scheme.

The purpose of this policy is to provide a consistent and transparent approach to recharging. It aims to encourage good tenant/licensee relations and discourage negative tenant/licensee behaviour and avoid damage to property, in alignment with what is expected in the private rented sector.

This document will ensure all housing stock is maintained and kept in a good condition, whilst reducing unnecessary costs to the Housing Revenue Account.

Objective

The objectives of this policy is to ensure we continue to work towards achieving our corporate aim to provide a thriving place to work and live. It sets out the principles of the council's approach to charging tenants/licensees for maintenance repairs that are not normally the responsibility of the landlord. It also creates a provision allowing the council to charge for pre-arranged appointments that have been missed.

Definitions

Where Hinckley & Bosworth BC undertake to carry out a repair that has become necessary as a result of damage caused wilfully or through accident or neglect by a tenant/licensee or a member of their family or an invited visitor to their home, the cost of the repair would be regarded as a 'Rechargeable Cost'.

Reasonable wear and tear within properties is expected. This will not be regarded as a Rechargeable Cost.

Landlord Responsibilities

As a landlord, Hinckley & Bosworth BC have certain responsibilities to maintain and repair our properties. These responsibilities are set out in the various Housing Acts, Landlord & Tenant Act 1985 and the Human Rights Act 1998, and are detailed in your tenancy agreement and supplementary pages of licence agreements.

Tenant Responsibilities

Tenants or licensees of Hinckley & Bosworth BC, also have responsibilities to maintain and carry out certain repairs to our properties. These responsibilities are set out in the tenancy conditions and supplementary pages of licence agreements. The conditions fit into three main areas of responsibility:

- Repairing and maintaining your home

- Alterations and home improvements
- Keeping your garden tidy

Rechargeable Costs

A rechargeable cost can arise in many situations. The following are examples and do not form an exhaustive list of where a rechargeable cost can arise:

- Repairs undertaken in an emergency on behalf of the tenant/licensee e.g. lock replacement due to fault of tenant such as lost or misplaced keys.
- Repairs needed due to damage or neglect caused during the tenancy/licence.
- Repairs for which the tenant/licensee is responsible, that the Council agrees to carry out. This will apply in circumstances such as where there are health and safety concerns and to prevent further damage, for example to carry out corrective work after a tenant/licensee has carried out poor quality or potentially dangerous alterations e.g. rewiring.
- Rectifying any alterations a tenant/licensee has made without the Council's permission, or which were not completed to an acceptable standard.
- Repairs to void properties that are necessary because of damage, neglect or poor workmanship by the former tenant/licensee or where non-standard alterations have been carried out.
- Recharging for items that are missing once a tenancy/licence has ended.
- Costs of cleaning and clearing the property, garden, sheds or outbuildings if left in an unsatisfactory condition at the end of your tenancy.
- Cost of clearing a garden where the tenant has refused to maintain their garden in accordance with the tenancy agreement.
- Repairs caused by malicious damage which has not been reported to the Police, or has not been classed as a crime by the Police, e.g. wilful damage caused by tenants/licensees, their visitors or pets to any part of the home through an act of violence or mistreatment.
- Repairs caused accidentally by tenants/licensees, their visitors or pets, e.g. Something has dropped into the bath causing it to crack or doors have been pulled off their hinges.
- Repairs caused by criminal damage by the tenant/licensee or their visitors which has been classed as a crime by the police.
- Repairs and/or improvements requested by a tenant (excludes licensees) that are not normally the responsibility of the landlord.

Standards expected upon finishing a tenancy/licence

Before the tenant/licensee hands in the keys to their property the following standards are expected. Should this be adhered to, rechargeable costs are unlikely to be incurred.

The property should be completely cleared of all personal belongings and rubbish including:

- All furniture, carpets, white goods, curtains and blinds.
- All built-in cupboards, sheds, garages, roof spaces etc. must be cleared.
- All rubbish should be removed from the property including the garden and disposed of correctly.
- Any ponds created are removed and filled in.
- Any sheds or greenhouses that are in a poor condition must be removed.
- Any structural or other alterations that have been made without prior consent or done to an unacceptable standards must be removed.

Where acceptable alterations/installations have been made to the property by the tenant (such as the installation of a shower, shed or garage) these may remain in the property. Proof of permission for this work may be requested however. Where alterations/installations carried out are deemed acceptable there will be no recharge incurred to the tenant/licensee.

If permission was not granted and/or the alteration or installation is in a poor condition or in need of repair or replacement the tenant/licensee will be recharged for any works to rectify the problem if not rectified by the tenant/licensee before the end of the tenancy/licence.

In some situations the tenant may wish to leave carpets, curtains etc. If the council is satisfied with the cleanliness and standard of the items, discretion can be used as to whether or not the items can be left in the property.

Where the tenancy is terminated because of the death of the tenant any re-charges will be applied to the estate of the deceased.

Exceptional Circumstances

Hinckley & Bosworth BC will assess each case individually depending upon circumstances. When assessing each case, account should be taken of:

- Whether a tenant has been a victim of racial and/or sexual harassment, domestic violence or anti-social behaviour and has a crime reference number
- Whether the tenant has reported an incident to the police and has been given a crime reference number (i.e. break in)
- Whether a tenant's vulnerability because of factors such as age, disability etc make it unreasonable for them to pay
- Where a tenant has died and there are insufficient funds in his or her estate to pay the recharge costs.

Waiving of recharge costs will be at the discretion of the Chief Officer or other delegated officer.

COUNCIL TENANCY SUCCESSION POLICY

1 INTRODUCTION

- 1.1 When a Council tenant dies it may be possible for a husband/wife/civil partner, or other family member to take over the tenancy – this is known as a succession. The rights of tenants to succeed to a secure tenancy are laid down in section 87 of the Housing Act 1985.
- 1.2 The Localism Act 2011 section 160 has introduced new legislation which redefines who can succeed to a secure tenancy. This limits the people who can succeed to a tenancy unless a landlord specifically permits succession to others as part of its tenancy agreement. The changes are not retrospective and can only take effect for new tenancies after April 1st 2013.

2 THE RIGHT TO SUCCEED – ALL SECURE TENANCIES

- 2.1 There can only be one succession to a secure tenancy, so if the deceased tenant was themselves a successor to the tenancy, there are no further succession rights in law. The Council does have a discretionary succession policy set out in 4 below.
- 2.2 Certain conditions must be met to allow a succession to take place. These are:
- The deceased tenant must have been using the property as their won home before their death.
 - The person wishing to succeed to the tenancy must be a spouse/civilpartner or one of the family
- 2.3 A successor fulfilling the requirements to succeed automatically becomes the tenant and therefore succeeds to all the responsibilities, liabilities and duties of the tenancy including the obligation to pay rent.
- 2.4 Where more than one family member has succession rights, it is expected that the family will decide who should succeed to the tenancy. Where they are unable to agree, the council will make the decision.
- 2.5 The successor succeeds to the tenancy, not the property. A successor who is the joint tenant, spouse or civil partner of the deceased will not be requested to move to a different property. There may however be instances where any other successors may not be offered a tenancy at the same property.
- 2.6 **Moving to a different property.**
- 2.6.1 Where it is decided to request that successor moves to a different property, the Council must start legal proceedings no earlier than 6 months and no later than 12 months after the death of the tenant, or, with the court's permission, after the date the Council became aware of the death of the tenant.
- 2.6.2 Deciding whether a successor should be asked to move will be made by the Council on a case by case basis. A decision to ask a successor to move will usually be (but is not restricted to) because:
- a property will be underoccupied by the successor by more than one bedroom;
 - the property is designated for older people;
 - the property is adapted for a person with a disability.

- 2.5.3 The following factors will also be considered in making the decision:
- Whether a suitable alternative property is available;
 - Whether the successor meets the requirement for an older persons or adapted property;
 - Whether the successor has a health or disability concern which would make a move to an alternative property undesirable.
- 2.5.4 Where a succession is granted, but the successor is required to move to more suitable accommodation, the successor will be given management priority on the Council's housing register to assist them to move quickly.

3 THE RIGHT TO SUCCEED – WHO QUALIFIES.

3.1 Tenancies signed up on or before 31st March 2013.

- 3.1.1 These rights apply to people who were signed up for an introductory tenancy before 31st March 2013, or whose introductory tenancy was converted to a secure tenancy before 31st March 2013.
- 3.1.2 Where a tenant dies the legal title to the tenancy can pass to a successor in the following order of priority:
1. A joint tenant;
 2. The tenants spouse or civil partner, if they were living in the property at the time of the tenants death;
 3. The tenants common law partner, parent, child, grandparent, grandchild, brother, sister aunt, uncle, nephew or niece, including step, adoptive or half-blood relations who have resided at the property for at least 12 months prior to the date of death and remains there at the time of death.
- 3.1.3 A tenant whose tenancy agreement began before 31st March 2013, who later transfers to another property under a secure tenancy, will keep their original succession rights as set out above.

3.2 Tenancies signed up on or after 1st April 2013.

- 3.3 Where a tenant dies the legal title to the tenancy passes to a successor in the following order of priority:
1. A joint tenant;
 2. The tenants spouse or civil partner. In this case a cohabitee is considered to have the same status as a spouse or civil partner.

4 DISCRETIONARY SUCCESSIONS

- 4.1 The Council may at its own discretion, consider a request to grant a discretionary succession to a tenancy. Discretionary succession rights are detailed in the tenancy agreement and apply to:
- child, brother, sister, including step or adoptive who have resided at the property for at least 12 months prior to the date of death and remains there at the time of death.
- 4.2 The Council will consider each case on its own merit, but key factors in deciding whether to grant a discretionary succession will be:

- Whether the person would qualify for the property under the normal housing application procedures;
- Whether the person would be considered as in priority need under the homelessness legislation.

5 WHERE NO SUCCESSION IS PERMITTED

- 5.1 Where a tenant has died, and there are other people still resident in the property who are not entitled to succeed to the tenancy, the Council will proceed as follows:
1. The Council will investigate whether it is appropriate to consider one of the occupants for discretionary succession;
 2. If this is not possible, the Council will investigate whether the occupant is in priority need under the homelessness legislation.. If that is the case, the Council will assist the occupant to apply to join the Council's Housing Register, and a reasonable time (not less than 3 months) be given to bid for suitable properties. If no bids have been made during this time the Council will make a forced offer on the occupant's behalf. If this is refused, the Council may serve notice to commence eviction proceedings.
 3. For people who do not fall into any of the above categories, the Council will give all appropriate advice and assistance to the occupant to find suitable alternative accommodation. This will include, but is not restricted to, liaison with the Private Sector Leasing scheme to identify opportunities to rehouse the occupant through this route. After 28 days, the Council will serve notice to commence eviction proceedings to return the property into the housing stock.
- 5.2 If options 2 and 3 are being considered, whilst the occupant is still resident in the property, the Council will grant a Use and Occupation licence to allow the Council to collect income from the property. This licence does not constitute a tenancy and this will be made clear to the occupant.