Southend-on-Sea Borough Council

Conditions of tenancy
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Important:

These Conditions of Tenancy contain the terms and obligations of the tenancy agreement. You should read them carefully to ensure that they contain everything you want to form part of the agreement and nothing that you are not prepared to agree to.

*If you do not understand these conditions or anything in them, it is strongly suggested that you should ask for these to be explained to you before you sign your tenancy agreement. You might consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre.*
Tenancy agreement

Introduction

I would like to welcome you as a tenant of Southend on Sea Borough Council and introduce the Conditions of Tenancy booklet. As your landlord, the Council has a number of key responsibilities towards you including:

- Ensuring you are able to enjoy your home in peace
- Maintaining your home in a fit condition
- Keeping your home safe
- Cleaning and caring for the communal areas and environment around your home
- Consulting you about changes in the management of your home

You in return, have a number of responsibilities as described in the booklet including:

- Paying your rent and charges
- Behaving in a way that is not anti-social or causes a nuisance to your neighbours
- Showing respect towards other residents and not abusing them or our staff
- Looking after your home and the environment
- Telling us when repairs are needed and giving access to the repairs staff.
We will not hesitate to take action against tenants who deliberately fail to observe the conditions of tenancy. Such action will, where appropriate, include seeking possession of the home, obtaining an injunction to stop the anti-social behaviour or harassment or using any other appropriate legal remedies. This could result in you and your family being evicted from your home.

In developing our services, we work very closely with your resident representatives. They have approved what is in this booklet. If you would like to be involved in taking decisions which affect where you live, please contact us.

Best wishes in your new home.

Jacqui Lansley
Head of Procurement, Commissioning and Housing
Definitions

You/Your: The Tenant/The people named on this tenancy agreement.

Your home: The home you rent from us, including any land shown in this tenancy agreement.

Shared areas: Areas outside your home which you and other residents use (for example, stairs, landings, lifts, entrance halls, gardens, parking spaces, play areas and bin areas). This is not a full list.

We, us, our: Southend-on-Sea Borough Council and anyone acting on our behalf for example South Essex Homes.

Rubbish: Household or domestic waste or rubbish.

Keys: Keys and fobs (a special key you use with door-entry systems) you use to get into your home.

Injunction: an order of the court requiring you to stop doing something or behaving in a particular way. If you fail to comply, the court could apply penalties including sending you to prison.

Possession Order: an order made by the court giving the Council the right to take your home away.

30 June 2008 revised as of 18 November 2013
The Rent: the charge made by the Council to the tenant(s) for the provision of accommodation, including the water rates.

The Service Charge: the charge made by the Council for services provided to the tenant, such as the caretaking service.

Recharge: request for a payment to cover repairs to damage caused by the tenant or for repairs that is the tenants’ responsibility.

Note: Joint tenants have a shared interest in their home for the whole of the tenancy. Together and separately, they must pay the charges and meet all the obligations under the tenancy. This means that each tenant is wholly responsible for all the rents due, i.e. if one or more persons fail to pay their proportion the other joint tenant(s) are obliged to pay the difference. In these conditions, “you” means the sole tenant or all the joint tenants named on the tenancy agreement.
Code of Conduct

You can expect officers, at all times, to act in a professional and courteous manner and strive to develop and maintain a balanced relationship of mutual respect which is open and honest when dealing with all matters relating to your tenancy. Officers will not discriminate against any person or act in a manner that is contrary to our policies on Equal Opportunities.

Complaints

We take all complaints about our services seriously. If you are unhappy with a service please contact South Essex Homes. If you are not satisfied with the response there is a complaints procedure. Details can be obtained by contacting 0800 833160.

We are keen to deal with all complaints and promise to investigate and respond within ten working days.
1 Paying your rent

a You must pay your rent and all other charges relating to your home, including any changes we make to these amounts under clause 2.

b Your rent and other charges are due each week as of the Monday. If you pay your rent by weekly direct debit, we will currently collect this on a Monday, if you pay your rent monthly by direct debit we will collect this on the first day of the month. If you pay your rent by standing order you must pay your rent every four weeks on a Monday for the four weeks to come. This may be subject to change with the introduction of Universal Credits, however, you will be notified of any changes to the payment dates. (For more information on payment methods read Appendix 1.)

c Our preferred payment method is direct debit, as it is the most convenient and cost effective method of collection, however a full range of payment options are available as detailed in Appendix 1.
2 Changing your rent and other charges

da If you are receiving benefit/credit from the government to help you pay your rent and other charges, you agree to make sure we receive the benefit/credit on or before the date your rent is due. You are responsible for telling the relevant authority promptly if your circumstances change in a way that may affect your entitlement to benefit/credit.

e If you have arrears on a previous Southend on Sea Borough Council tenancy and fail to maintain a repayment arrangement, legal action could be taken against your current tenancy.

b We may have to change the water rates, and all other amounts we charge, and will give you as much notice as we can.

c If we receive Benefit on your behalf and the amount we receive changes, you will be advised this is happening
and the date the change will start from. If your benefit is over paid because of something you have done or have failed to do, we can charge this as rent.

3 Changing your tenancy

The tenancy agreement or these conditions of tenancy can only be changed as allowed by current law, and we will consult you before we make any changes.

4 Ending your tenancy

a You may end your tenancy at any time by giving us at least four weeks’ notice in writing. The notice must end on a Sunday. You must send your notice to us at the appropriate office, or deliver it by hand. If you send your notice by post, please send it recorded delivery.

You can send your notice to either of the following:
Corporate Director for People
Southend-on-Sea Borough Council
Civic Centre, Victoria Avenue
Southend-on-Sea
Essex
SS2 6ER
b  We may end your tenancy by sending you notice. The amount of notice we give you depends on why we want to end your tenancy. If you (or someone else in your household) stay in your home after the notice ends, we shall apply to the court for a possession order, and take other court action if appropriate. If successful we shall ask the court to order that you pay our costs.

c  If we want to send you a notice, we will:

- hand the notice to you personally; or
- post the notice by hand through the letter box of your home; or
- send it to your home by first-class post; or
• send the notice to the last known address we have for you.

• In the event of your death and you are a sole tenant we must formally end the tenancy by serving a notice to quit, this notice will expire after 28 days. During this time rent will accrue at the full rate as housing benefit will cease upon the date of death.

5 Leaving your home

a When you leave your home, you must return all the keys to our reception no later than midday on the day after your notice ends. (Your tenancy will then be terminated as of the Sunday immediately before, keys are due back on a Monday before midday, if you fail to return the keys on the Monday immediately after your notice ends the tenancy will be terminated as of the following Sunday). If you fail to do so, you must pay all the rent we lose as a result as well as the costs of replacing the keys and the locks. You are required to provide a forwarding address to allow us to notify you of
any rent adjustments once the account has been closed.

b You must make sure you take all your belongings, furniture and rubbish with you when you leave. This includes removing any items in the loft or garden, cleaning your home, and repairing and redecorating your home if necessary. If you leave any items behind after leaving or being evicted from your home, they will be retained at the property for seven days after the notice/warrant has expired. We will try to contact you to let you know we have your items and that if you do not collect them they will become our property to dispose of as we see fit. Until that time you will have to pay all our reasonable costs of removing and disposing of the items.

c You must leave your home secure when you leave. If you do not, you may have to pay any losses we suffer. You should do the following things to make sure you leave your home secure.
- Make sure all windows are closed and locked.

- Cancel any milk deliveries.

- Tell the Post Office your new address, and arrange for them to send your post to your new home. (Please note that the Post Office will charge you for this service).

- Arrange for the phone line to be disconnected.

- Contact your gas and electricity companies to provide them with a final meter reading. Gas can escape and is particularly dangerous when moving any gas cooker or fire. Please make sure a professional person has shut off the supply.

- Lock any gates to your back garden.

- Take all your belongings out of the loft and any shed.

- Do not leave food, or any other item that could rot, inside your home.
• Make sure any connection to a washing machine or dishwasher that has been removed has been safely shut off so that no water can leak. You must take reasonable precautions to prevent flooding and freezing.

6 People living in your home after your tenancy ends

You must ensure that you give us vacant possession of your property once the notice has expired. If anyone from your household or someone you have allowed into your home continues to live in your home once your notice has expired, we will treat them as an illegal occupant. You will be liable for any costs and any rent due until we have vacant possession.

7 Your responsibilities

a You are responsible for:

• keeping to this tenancy agreement;

• making sure members of your household and your visitors keep to your tenancy agreement; and
• keeping to all regulations relating to your home (for example, planning laws and building control regulations).

b If you fail to keep to your tenancy agreement, you will be legally responsible for any loss we suffer as a result.

8 Access

a If we give you notice, we may enter your home at all reasonable times to:

• inspect your home;

• inspect any property next to your home;

• carry out repairs, alterations, improvements or other work to your home;

• carry out work to any property next to your home; or

• service gas appliances, carbon monoxide detectors, smoke sensors in your home (it is very
important for your health and safety that we do this). By law, we have to carry out annual gas safety inspections.

- And test tenant’s own gas appliances and in line with gas regulations may be required to isolate any that prove to be unsafe.

b If we need to enter your home to carry out work we will offer you an appointment unless we need to carry out the work in an emergency. If you accept the appointment you must allow us to enter your home at the time we have agreed with you. If you do not do this you will have to pay any extra cost this causes us.

c Unless you are elderly or have a physical impairment it is your responsibility to take carpets or flooring up (e.g. laminate) or move furniture or other items so that we can carry out the inspection or work. If a contractor lifts a carpet or laminate flooring to carry out a repair or inspection or work they are not responsible for re-laying it.
d If you live in a block of flats, you must not allow people to enter the block or the shared areas, unless they have your permission.

e If you lose any key to your home, you must pay the cost involved in letting you into your home, replacing the key and providing new locks.

f We may enter your home to put right anything you have done that breaks this tenancy agreement. You must pay the cost of this. However, we will try to give you as much notice as possible unless we have to enter your home because of an emergency.

9 Access in an emergency

If we need to enter your home in an emergency (for example, if water is pouring into a property below, or we can smell gas) we do not have to give you notice.

10 Taking in lodgers

a You must obtain our written permission if you take in a lodger. You must make sure having a lodger does not overcrowd your home. For
details of how many people are allowed to live in your home, read Appendix 2. If you do take in a lodger and you are claiming Benefit you must immediately let the Council and the Department of Work and Pensions know.

b We have a range of sheltered housing schemes which are designated for households who meet the requirements under the Council's Allocations policy for this type of accommodation e.g., the age threshold. (See condition 21 of these Conditions of Tenancy. You must not have visitors staying with you who would prevent the scheme from being an environment that is suitable for the intended age group.

11 Carrying out alterations or improvements

a If you are an introductory tenant you do not have the right to make improvements. If you do carry out improvements and then move out you will not be entitled to compensation under the statutory compensation for improvements scheme.
b If you are a secure tenant you have the right to make improvements, but you must obtain our permission (permission will not be unreasonably withheld).

c Before carrying out any alterations or improvements to your home you must obtain all the relevant planning and building control permissions, if required.

d Permission will not be given to remove main supporting walls.

e You will require our written permission to carry out the following works:-

- alterations to parts of your home which support the main weight of the building (such as, windows and doors);

- alterations to our fixtures and fittings;

- any work to do with the drains or providing gas, water and electricity to your home; (additional permission may need to be sought by the water company if requesting a water meter)
• putting up any radio or television aerial or satellite dish;
• laying laminate flooring;
• removing internal doors;
• replacing front doors;
• decorating the outside of your home; and
• building a hard-standing for parking.

(This is not a full list.)

You must do the work to a standard we are satisfied with.

We will not maintain any improvement we agreed you could make unless:

• we agreed to maintain the improvement when we give you permission to carry out the work;
• the improvement meets the standards we set at the time we gave you permission; and
• you agree not to remove the improvement at the end of your tenancy.
g If you have not obtained the relevant planning or building control permission you must remove conservatories/lean-to's to allow access for external decoration or improvement works to be undertaken. If the contractor has to make special provisions or remove them then you will be responsible for all the associated costs and the contractor will not be responsible for reinstating it.

h If you carry out any work (with or without our permission) and that work is dangerous or damages your home or any property next to your home, we may enter your home to carry out the necessary repairs or remove the alteration. You will have to pay our costs of doing so.

12 Parking

a You must get our permission in writing before you build a hard-standing for parking, and you must keep to all other regulations. You will have to pay all the costs of carrying out the work and any future maintenance work. You must make sure that the kerb is lowered, if not you must not use the
grassed verges/pavement to access your garden. If you are parking on your front garden you must ensure that you have a hard standing.

b You (or any member of your household or anyone visiting you) must not:

- park your car or motorbike outside the parking areas provided for this purpose;

- keep, store or park a caravan, boat, trailer or business vehicle in your garden or in any shared parking area without getting our permission in writing beforehand;

- park on any verge next to a road, or park in entrances, in alleyways, on roads leading to bin stores, or on roads which are for emergency vehicles only;

- park on any shared parking area if the vehicle does not have road tax, an MOT and insurance, even if your vehicle is declared SORN (statutory off road notification); or
• repair any vehicle in any shared parking area.

c We will not give you permission to park a business vehicle on a housing estate unless it is a size we accept.

13 Using your home

a You must use your home as a private home only.

b You must not carry out (or allow others to carry out) any business at your home or on the estate unless we have given our permission in writing beforehand and you have kept to any relevant conditions. We may withdraw our permission at any time.

c You must not allow your home to be used for storing goods or any illegal, immoral or unacceptable activity. If you wish to run a business from your home you must seek our written permission.

14 Pets

a You must not keep any animals (including reptiles) at your home unless permission has been granted.
Please check the pet policy or speak to your Tenancy Services Officer. If we give our permission, you must keep to the following conditions:

1. Your pet must not cause damage to your home and must not create a noise or other nuisance. This includes smells, dog and cat mess.

2. If you have a dog or cat you must keep it under control. If you have a dog in the shared areas, it must be on a lead and you must clean up any dog mess or cat mess.

3. If you have a dog and you have a private garden you must make sure the garden is enclosed so your dog cannot escape.

4. You must not allow your dog to enter any children’s play area or other dog-free zone.

5. You must not keep more than two dogs or two cats in your home at any one time.
6 You (and anyone living with you) must not keep (or allow your visitors to bring onto the estate) any breed of dog named as dangerous in Section 1 of the Dangerous Dog Act 1991, or any other breed which we do not allow.

7 If you live in a group 1 or 2 sheltered-housing scheme you must not keep any animals at your home. Please check the pet policy or speak to your Tenancy Services Officer. Only guide dogs for the hearing or visually impaired are allowed into the shared lounges.

b We may ban you (and anyone living with you) from keeping any animal in any of our homes.

15 Gardens

a You are responsible for looking after your garden (including any fences, trees, plants and hedges which are on the boundary of the garden).
You must:

- keep the garden neat and tidy;
- cut the lawns;
- trim the hedges;
- prune trees;
- keep window boxes neat and tidy; and
- maintain any dividing fences.

b You may be required to remove planting or trees from your garden (if they are causing subsidence or damage to neighbouring properties or your own property). If we undertake this work on your behalf you may be recharged, even if you have vacated the property.

c You must not carry out the following without first getting our permission (permission will not be unreasonably withheld) in writing:

- cut down or lop (cut back) any trees, or remove fences;
• plant hedges or trees in the garden;

• put up a shed, aviary, greenhouse, conservatory, outhouse or garage;

• put down decking;

• dig a pond; or

• store rubbish, furniture or household appliances in the garden.

d Communal Gardens

If you live in a property that has a shared communal garden you must not:-

• cut down or lop (cut back) any trees, or remove fences;

• plant hedges, bedding plants or trees in the garden;

• put up a shed, aviary, greenhouse, conservatory, outhouse or garage;

• put down decking;
• dig a pond; or

• store rubbish, furniture or household appliances in the garden.

16 Nuisance, antisocial behaviour and harassment

a You are responsible for the behaviour of members of your household and your visitors, including children, while they are in your home, in shared areas and in your neighbourhood.

Shared areas include stairs, lifts, landings, entrance halls, play areas and gardens.

b You must not behave (or allow other people to behave) in a way that causes any nuisance, or harasses, annoys or offends any other person.

This behaviour includes (but is not limited to):

• playing loud music, shouting and screaming;

• swearing;
• running car engines unnecessarily loudly;

• rollerblading, roller skating, skateboarding and cycling in alleyways and walkways;

• being drunk in shared areas;

• taking illegal drugs;

• committing any crime;

• being threatening or abusive;

• damaging property; and

• allowing children to play loud and aggressive ball games.

c You must not do anything (intentionally or otherwise) which intimidates, frightens or distresses anyone because of their colour, race, religion, nationality, disability, sex or sexuality (not an exhaustive list).

d If you, your household or your visitors cause a nuisance or harass anybody, we will take action against you, including applying to the court for a
possession order or an order forbidding you from causing a nuisance. If our application is successful we will ask the court to order that you pay our costs.

e If we repossess your home as a result of such behaviour we may decide not to re-house you because you will have made yourself homeless deliberately and in accordance with the Council’s allocation policy you may not qualify for entry onto the homeseekers register.

17 Pests

a You will be responsible for preventing and treating any pest infestation in your property, this includes mice, wasps, ants, cockroaches and bed bugs.

b We will be responsible for preventing and treating any pest infestation in communal areas, this includes mice and rats.

c If you are found to be responsible for causing the pest infestation in the communal area you will be recharged.
d  Bird Feeders/bird tables only may be used to feed birds, scraps of food must not be left out as this may cause a pest infestation.

18  **Domestic abuse**

Domestic abuse is any threatening behaviour, violence or abuse (mental, sexual, financial or emotional) between adults who are family members, or who are or have been partners.

Domestic abuse is a serious crime and we will not accept it.

a  You and anyone who lives with or visits you must not use domestic abuse on, or threaten domestic abuse against, any other person (whether they live with you or somewhere else).

b  If you use domestic violence we will take action against you, including applying to the court for a possession order or an order forbidding you from behaving in that way.
19 Abuse of staff

We are committed to making sure that all our staff, South Essex Homes staff and our agents can carry out their work in a safe environment.

At our premises, the premises of South Essex Homes or those of our agents, we will not put up with any insulting, abusive, aggressive, threatening or intimidating behaviour towards staff, agents, tenants, tenants’ families or anyone else.

In these circumstances we will take action which could include:

- removing you from the premises;
- banning you from the premises;
- applying to the court for an injunction or anti-social behaviour order against you;
- starting legal action to evict you; and
- reporting the incident to the police and other appropriate authorities.

20 Overcrowding

The maximum number of people allowed to live in your home is shown in Appendix 2.
What counts as overcrowding?

Overcrowding is defined by the number of people who stay in a room and the amount of space they have there.

The number of people per room

If two people of the opposite sex have to sleep in the same room the accommodation will be overcrowded unless:

- the two people are married or a cohabiting couple, or
- one person is a child under ten years old.

The number of people of the same sex (unless they are a same-sex couple) who can sleep in one room is restricted by the size of the room (see below).

The amount of space in each room

Rooms that are counted include living rooms, bedrooms and large kitchens. For the space and floor area calculations:

- children under one year old are ignored
- children between one and ten years old count as a half
- rooms under 50 square feet are ignored.
As a general rule:

- 1 room = 2 people
- 2 rooms = 3 people
- 3 rooms = 5 people
- 4 rooms = 7.5 people
- 5 or more rooms = 2 people per room.

But the floor area of a room also determines how many people can sleep in it:

- floor area 110 sq feet (10.2 sq metres approx) = 2 people
- floor area 90 - 109 sq ft (8.4 - 10.2 sq m approx) = 1.5 people
- floor area 70 - 89 sq ft (6.5 - 8.4 sq m approx) = 1 person
- floor area 50 - 69 sq ft (4.6 - 6.5 sq m approx) = 0.5 people.

**When is overcrowding allowed**

Overcrowding is only allowed if it is:

- due to natural growth (such as a child reaching one of the specified ages (see above)
- temporary (eg if a member of your family comes to live in your home for a short time)
21 **Sheltered-housing schemes**

Sheltered housing has been traditionally designated for residents over 50 years of age. However in order to ensure the best use of the Council’s limited housing stock consideration will be given for use of this accommodation on an individual assessment basis. You must not allow anyone to stay with you that would prevent the scheme from being an environment suitable for that age group.

22 **Adapted Properties**

You must advise us if you live in a property that has been adapted for someone who has a disability and that person no longer lives at the property.

You will be required to move to more suitable accommodation.

23 **Telling us about the people who live with you**

When we ask, you must tell us about any changes in your household particularly when people join or leave. We need to know:

- their full name
• their ages; and
• their relationship to you (for example, husband or daughter).

24 Leaving your home for more than 30 days

a You must give us notice in writing if you plan to leave your home empty for more than 30 days in a row.

b If this is between 1 November and 30 April you must:

• make sure you have taken reasonable precautions to prevent the water systems from becoming frozen; and

• provide us with contact details of a person who will be responsible for your property in your absence.

c If there is a leak or flood while you are away you will have to pay the cost of repairing it and any other work involved.

d If you leave your home for more than 13 weeks and are in receipt of benefit you must notify the benefit section.
25 Other property

Your home must be your only or main home. You must not have interest in any other property you and your household could live in.

26 Getting a tenancy by providing false information

You must not provide false information to get a tenancy from us. If you do, we will apply to the court for a possession order.

27 Assignment, succession and subletting

a If you want to pass your tenancy on (assign it) you must obtain our permission first, we will refuse permission to assign your tenancy to anyone else other than the people the law allows you to pass the tenancy on to.

b You must not sublet or give up the whole of your home.

c You must not give up part of your home without our permission in
writing. For more information, read paragraph 10a.

d If the event of your death a member of your household may be able to legally succeed to the tenancy. However if the current property you rent is deemed under occupied, or has been adapted and the person it was adapted for is no longer at the property, you will be required to move to more appropriate accommodation in line with your current housing need.

e You are also only allowed one succession or assignment no further assignments or successions will be allowed.

28 Maintaining and decorating the inside of your home

a You must keep the inside of your home clean and in good condition.

b We (Southend on Sea Borough Council and our agents) will be responsible for the following:

- Ceilings (major repairs only)
• Walls, coving and so on (major repairs only)

• Wall tiling and sealing around fittings (unless you have fitted them)

• Concrete floors, floorboards and joists

• Floor tiles and sheet flooring (if fitted by us)

• Fireplaces, if we have fitted them

• Staircases, banisters and handrails (unless you have removed them)

• Baths, basins, toilets and shower trays (unless you have damaged them or fitted them)

• Bath panels

• Pipe boxing (if we have fitted it and it is part of another repair)

• Kitchen cupboards (unless you have fitted them) and drawers (as long as you have not damaged them)

• Worktops (we will match your existing worktops if possible)
- Extractor fans (but you must regularly clean them)
- Wall vents
- Wiring, sockets and light switches (unless you have fitted them)
- Smoke alarms (if we have fitted them)
- Cookers and fridges including disconnecting or reconnecting (if we own and have fitted them)
- Immersion heaters
- Shared extraction systems
- Shared TV aerials
- Doorbells/door entry systems (if we have fitted them)
- Gas pipes
- Gas fires (if we have fitted them)
- Water heaters (if we have fitted them)
- Gas boilers
- Central-heating pipes and radiators
• Bleeding radiators
• Thermostats, programmers and radiator valves
• Water pipes, tanks and cylinders
• Taps, stopcocks and valves
• Waste pipes and traps
• Flushing system
• Shower unit, screen and curtain (if we have fitted them)

c You will be responsible (unless you receive a State Pension or are physically impaired in which case we may do this for you) for the following:

• Painting and decorating, including skirting boards, picture rails, architraves and window cills
• Ceilings (minor repairs only)
• Walls (minor repairs only including small cracks)
• Loose floor coverings and carpets

• Keeping in good order doors, frames and built-in cupboards (unless they are rotten or have woodworm)

• Keeping in good order door handles, catches and locks and replacing if damaged.

• Internal window and door glass

• Sweeping the chimney (if you have an open fire)

• Hat and coat hooks and rails

• Smoke-alarm batteries

• Plugs to your own electrical equipment

• Electricity and gas supply

• Replacing fuses and resetting electrical trip switches

• Replacing light bulbs, fluorescent tubes and light shades

• Replacing tap washers
• Blocked sinks, washbasins, baths and showers
• Replacing toilet seats
• Plumbing in washing machines and dishwashers
• Replacing sink plugs and chains
• Fitting extra window and door locks (if we have not already fitted them)
• Fitting security chains and spyholes (if we have not already fitted them)
• Fitting an extra hot-water cylinder jacket (if we have not already fitted one)
• Fitting draught excluder to windows and doors (if we have not already fitted it)

29 Maintaining the outside of your home

a You must maintain (unless you receive a State Pension or are physically impaired in which case we may do this for you);

• your garden;
• fences between your home and your neighbour’s home if they are council tenants

• grids covering gullies; and

• external door and window glass

b We (Southend on Sea Borough Council and our agents) will maintain the following:

• Fences between your garden and roads, public footpaths and shared areas. Replacement fencing will be at our discretion and may be different in type and height to the original fences.

• Gates and ironwork

• Garden walls (if we built them)

• Paths and steps (if we laid them)

• Staircases and lifts

• Shared areas

• Rubbish chutes
• Chimney stacks and pots
• Roof covering and rafters
• Gutters and rainwater pipes
• Fascias and boarding surrounding the roof
• Shared TV aerials
• Outside walls, pointing and concrete wall covering
• Damp-proof course
• Foundations
• Porches (if we built them)
• Window frames
• Window hinges
• Window handles and locks (unless you caused the damage)
• Window vents
• Doors that lead to outside your home and the door frames
- Outside door locks and ironwork
- Door-entry systems
- Sewerage pipes
- Pipes that take away waste water
- Drains, inspection chambers and gullies
- Blocked waste pipes (we will charge you if you have blocked the pipe)
- Garages and outbuildings (if we own them)
- Paintwork on the outside of your home

30 Reporting repairs

a You must tell us immediately about any:

- repairs which are needed;
- damage which has been done;
- faults (in your home or in shared areas); and
• danger or health and safety risk.

31 Damage

a You must pay the full cost of repairing, redecorating or replacing any part of your home or our fixtures and fittings that have been damaged because of something you (or your household or visitors) have done or failed to do.

b You must take all reasonable steps to prevent fire, water, storms or frost damaging your home. If damage happens because you have not taken action, you must pay the cost of repairing that damage.

c You (and your household and visitors) must not damage shared areas.

d **We do not have to:**

• make good any damage you, your household or your visitors have caused;

• rebuild your home if it is destroyed by fire or anything else;
replace any item we are entitled to remove from your home (for example an extension that does not have planning permission); or

replace or insure your belongings.

32 Getting rid of rubbish

a You must get rid of your household rubbish using the facilities we have provided.

b You must not cause a nuisance to your neighbours when using the shared rubbish chutes.

c If there is no area set aside for collecting rubbish you must provide your own dustbin. We will not supply these. You must put rubbish in suitable bags and tie these securely so no rubbish can fall out.

You must:

- present your pink recycling and clear textile recycling sacks, blue food waste collection bins, garden waste (if applicable) and
black refuse sacks by 7am on your scheduled collection day.

- Present items in a visible and accessible location on the kerbside (boundary) of the property and not obstructing the public highway (this includes the footpath or verge).

- Ensure that the correct items are placed in the correct sack/bin.

- Not cause a nuisance to your neighbours due to an accumulation of rubbish.

d  There are special rules for getting rid of non-household rubbish (such as engine oil). You can get details by phoning Southend on Sea Borough Council on 01702 215000.

e  You must not throw rubbish out of windows or down stairwells or leave it in any of the shared areas.

f  You must not leave bulk items (e.g. furniture) in any of the shared areas as they are considered a health and
safety risk. If found the items will be removed immediately. You will be recharged for this.

If you break these conditions, you must pay the costs of removing any rubbish/bulk items and repairing any damage caused.

33 Blockages

You (and any member of your household) must not place anything in the toilet, sink or drains which may block them. If you do, you must pay the cost of the repair.

34 Shared heating

If your home is heated by a shared boiler house you must not waste the heat and hot water and may use it for domestic needs only.

35 Substances which catch fire easily

You must not keep or use (or allow others to keep or use) in your home, garden, garage or shed any petrol, gas cylinders or other substances which could catch fire or explode.
36 Laundry facilities

a If we provide laundry facilities, you must use the facilities in line with the instructions and at the times displayed only. (Your visitors cannot use these facilities.)

b You must use clothes-drying areas if these have been provided. Do not use shared landing or balcony areas for drying clothes.

37 Insurance

We insure the building but we do not insure your belongings or cover your liabilities relating to your home.

You can contact the Customer Services Team (0800 833160) or the Revenue Services Team (0800 0234057) to arrange your own contents insurance, which you can pay for when you pay your rent.

38 Utility bills and council tax

a You are to arrange immediately with the relevant supply company for all accounts of gas, electricity, telephone, council tax and television licence
(where applicable) at the property to be addressed in your own name and you are to pay all charges due for these services for the term of this agreement. When you move you are required to notify the utility companies of your forwarding address. If we are held responsible by law for the payment of any of these services you must refund our costs.

b You are responsible for arranging the reconnection of gas, electric or telephone if the disconnection results from any act or omission by you or your agent.

c You must pay the Council tax in respect of the property for the term of this agreement, unless the tenancy is lawfully terminated. This includes refunding us any charge levied against us in respect of the property.

39 Co-operating with us

You, your household and your visitors must not prevent us or our representatives from carrying out our duties.
40 Providing information and consulting with you

We will provide information and consult with you about anything that affects your home. This is in line with the resident participation compact (this is an agreement between us and our residents and sets out how residents can be involved in the decisions we make about our housing service) and current law.

41 Information provided by you

The information provided by you will be held and processed by Southend on Sea Borough Council and agents working on our behalf in accordance with the Data Protection Act 1998. It will be used for its intended purpose but may also be used for internal statistical analysis as well as being processed and disclosed for the prevention or detection of crime, assessment of tax or where we have a legal obligation to do so.

We may need to share your information with a third party, such as a contractor, in order for them to provide the service you have requested. We may also share details of your past, present and future known addresses with credit and reference providers, with utility companies, mortgage
lenders and debt collection agencies to help prevent dishonesty, for administrative or accounting purposes, or for occasional debt tracing and fraud prevention.

However, the Council requires any third parties to abide by the Data Protection Act 1998 when they process your data on our behalf and to follow our procedures and instructions. Your information will be held and disposed of in line with the Council’s Document Retention and Disposal Guidance. You are entitled to copies of any information that the Council holds about you on payment of a fee which will be no greater than that set by statute. This can be obtained by making a request in writing by using a Subject Access Request Form.
Appendix 1

Ways of paying your rent

From your bank

Direct debit

If you have a bank account you can now pay your rent by direct debit each week or each month. The Revenue Services Team are available to take your direct debit details, just call 0800 0234 057. Officers will work out your weekly or monthly payments and advise you how much the payment will be and then confirm this in writing. All you then need to do is make sure you have enough money in your bank account to meet the payment when it is due.

Standing order

You can arrange to pay your rent by standing order. This is an arrangement you make with your bank. You need to tell your bank how much you need to pay, and tell them if this amount changes. You can get a standing order form from the Customer Services Team on 0800 833160 or the Revenue Services Team on 0800 0234 057.
In person

South Essex Homes has introduced swipe cards to allow you to pay your rent at many places, such as shops and petrol stations, throughout the country.

You can also use your swipe card in any outlet which displays the Pay Point symbol at any of the 200 outlets spread throughout the borough. Payment may also be made at the Post Office. To find the nearest outlet, log on to http://www.allpay.net/ and use the ‘Payment Outlet Search’ to find the outlet nearest to your postcode. Or phone the customer services team on 0800 833160.

Debit and credit card payments can be taken at the Civic Centre.

If you lose your swipe card, do not worry. The card does not contain any information about you or your rent payments, and it cannot be used to get any money. The cards can only be used to pay your rent. To get a replacement card, phone 0800 833160.

Online

You can pay your rent with most major credit cards or debit cards (not Diners Card or American Express). This online service is secure. It is
available 24 hours a day, 365 days a year via our website (www.southend.gov.uk or at www.southessexhomes.co.uk).

By phone

If you have a debit card or credit card you can also pay by Southend on Sea Borough Council's 24-hour automated payment service.

Phone 08702 406650 (calls are charged at local rate) and follow the instructions given. You will need to have your Rent Account Payment Reference number and your card details. You may also contact the Revenue Services team on freephone 0800 0234 057 during normal working hours and they will be able to take your debit or credit card payment.

Mobile phone

Mobile phone users are able to pay 24 hours a day, 7 days a week. The free Allpay app may be downloaded by visiting www.allpay.net/app. Tenants can also pay by text message by registering on www.allpayments.net/textpay/login.aspx
By post

Please make cheques payable to Southend-on-Sea Borough Council. Please write your address and payment reference number on the back of the cheque and send it to Civic Centre, Victoria Avenue, Southend-on-Sea, Essex, SS2 6FY. Do not send cash through the post.

Help with your rent

If you get into difficulty paying your rent, it is important to immediately contact the Revenue Services Team on 0800 023 4057. For advice, you can also call the Citizens Advice Bureau on 0844 477 0808.

If you are on a low income or you receive state benefits, you can claim help to pay your rent by applying to the Council. To get an application form, phone the Revenue Services Team on 0800 023 4057 or 0800 833160.
Appendix 2

The table below shows the maximum number of people allowed to live in each type of home we provide in line with the Council’s Allocations Policy.

*Table 1*

<table>
<thead>
<tr>
<th>Property Size</th>
<th>Studio</th>
<th>1 Bed</th>
<th>2 Bed</th>
<th>3 Bed</th>
<th>4 Bed</th>
<th>5 Bed</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single Person</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Single Person with overnight contact to 1 or more children</td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Co-habiting couple</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Non co-habiting couple</td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Household with 1 child</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Household with 2 children of same sex; or 3 individual adults</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>✓</td>
<td></td>
</tr>
<tr>
<td>Household with 2 children of opposite sex; or 3 or more children</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Household with 4 or more children; or household of at least 6 people in total</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Household with 5 or more children; or household of at least 8 people in total</td>
<td>✓</td>
<td>✓</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Bedroom assessment guidelines**

The following are guideline examples and is not an exhaustive list:

- Couples require one double bedroom
- Single applicants require one bedroom
- Non co-habiting joint applicants (e.g. siblings) require two bedrooms
- Two children of the same sex require one double bedroom. If there are three children in one room they will be assessed as lacking one bedroom
- Two children of the opposite sex, where the oldest child is aged 10 years or over require two bedrooms
- A single applicant or joint applicants with one child require two bedrooms when the child is two or more years old
- Children under 2 years of age are not included in any bedroom need calculation
Appendix 3

The reasons set out below are summaries only.

**We may apply to the court to repossess your home for any of the following reasons:**

1. If you have fallen behind with your rent (both current and former tenant) or have not carried out your responsibilities under this agreement.

2. If you (or anyone who lives with or visits you) have caused nuisance or annoyed your neighbours or you have used your home for illegal purposes.

3. If the condition of your home, or the shared areas, has deteriorated.

4. If you got your tenancy by providing false information.

5. If you got your tenancy by swapping with someone else and paid that person a fee to swap with you.

6. If we gave you a tenancy on a temporary basis while we carried out work on your previous home, and that home is now ready
for you to move into and you are refusing to move back.

7. If your partner has left because you were violent (or threatened to be violent) towards them or a member of your household; and

(For reasons 1 to 7 the court must be satisfied that it is reasonable to make such an order.)

8. If your home is overcrowded as set out in the Housing Acts.

9. If we plan to demolish, rebuild or carry out work on your home or the building your home is in and we cannot do this without you moving out of your home.

10. If your home has been designed for letting to people with disabilities and there are no longer any people with disabilities living in your home and we need to re-let your home to somebody who does have a disability.

11. If your home has been designed for letting to people with special needs (for example, sheltered housing) and there is no-one with special needs living in your home but we need to re-let it to somebody who does have special needs.
If your home is larger than you need and you took over the tenancy from a member of your family who died (unless you were their husband, wife or partner). However, we must take action between six and 12 months after you took over the tenancy.

(If we apply to repossession your home for reasons 10 to 12, the court must be satisfied that it is reasonable to make the order and that there will be suitable accommodation available when the order comes into force.)

In addition to the above if you are an introductory tenant for reasons 1 to 11 the court must be satisfied that:

- we have served the appropriate notice setting out the reasons for our action;
- we have stated on that notice the date we would be applying to the court for a hearing;
- the notice told you about your right to ask us to review our decision (we must give you a set time to respond); and
- the notice told you how to get help or advice about the matter.
In the future the law may add other reasons why we can repossess your home. These will automatically be included in this tenancy agreement.

If you need the exact wording, phone the Customer Services Team on 0800 833160.
Appendix 4

What are the differences between the different types of tenancies

The table below sets out the main differences between the different types of tenancies. Please note that many of the rights listed are not absolute rights but are subject to qualifying conditions.

<table>
<thead>
<tr>
<th>Legal Right</th>
<th>Secure</th>
<th>Demoted</th>
<th>Introductory</th>
<th>Flexible</th>
</tr>
</thead>
<tbody>
<tr>
<td>Right to pass on my tenancy to a spouse or family member</td>
<td>Yes</td>
<td>No*</td>
<td>Yes**</td>
<td>Yes**</td>
</tr>
<tr>
<td>Right to Repair</td>
<td>Yes</td>
<td>No</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Right to Buy</td>
<td>Yes</td>
<td>No***</td>
<td>No****</td>
<td>Yes</td>
</tr>
<tr>
<td>Right to take in lodgers or sub-let part of my home</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Right to Improve</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>No</td>
</tr>
<tr>
<td>Right to exchange</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Right to vote prior to</td>
<td>Yes</td>
<td>No</td>
<td>No</td>
<td>Yes</td>
</tr>
<tr>
<td>Transfer to a new landlord</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>---------------------------</td>
<td>---</td>
<td>---</td>
<td>---</td>
<td>---</td>
</tr>
<tr>
<td>Right to be consulted on housing management issues</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
<tr>
<td>Right to be consulted on decision to delegate housing management</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
<td>Yes</td>
</tr>
</tbody>
</table>

*only as part of a divorce or other family proceedings

**the successor will succeed to the remaining period of the introductory/flexible tenancy

***the period spent as a demoted tenant will not count towards the right to buy discount

****the period spent as an introductory tenant will count towards the right to buy discount
For more information about this document please contact us.

Write to us at;
South Essex Homes,
Civic Centre,
Victoria Avenue,
Southend-on-Sea,
Essex,
SS2 6ER

Phone: 0800 833 160

Email: customerservices@seh.southend.gov.uk

Visit: www.southessexhomes.co.uk
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Bengali - যদি, যে কোন কারনের জন্য, আপনার কোন সমস্যা এই নথি পড়া আছে, আমাদের নিকট ফর্ময়াটে পাওয়া আলোচনা করুন.

Chinese - 无论出于何种原因，如果你有问题，阅读本文档，请联系我们讨论的替代格式。

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Gujarati - જે, કારણ ગમે તે માટે, તમે આ દર્શાવેલ વાંચવા સમસ્યા કેટલી, તો અમારી સંપર્ક કરવા માટે વૈકલ્પિક સ્વરૂપો ઉપલબ્ધ થઈ શકેલ.

Polish - Jeśli z jakiegoś powodu, masz kłopoty z czytaniem tego dokumentu, prosimy o kontakt w celu omówienia alternatywne formaty dostępne.

08000 833 160