



eastbrooke
homes

Secure Tenancy Conditions



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EASTLEIGH
BOROUGH COUNCIL

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Introduction

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| 1.1 | Your Tenancy Agreement is a legal contract between you, the tenant, and Eastleigh Borough Council, your landlord, describing the conditions of your tenancy. It sets out the responsibilities of the tenant and the landlord. |
| 1.2 | The terms 'we', 'our' and 'us' in this Tenancy Agreement refer to the landlord and/or any agents we instruct to carry out work on our behalf. |
| 1.3 | Please read this Tenancy Agreement carefully before signing it. Once you have signed this Tenancy Agreement you are bound by these Tenancy Conditions. If you break any of the terms of this Tenancy Agreement then we may take legal proceedings against you, which could result in you losing your home. |
| 1.4 | If there is anything you do not understand, please contact the Housing Landlord Service, seek legal advice, or contact Citizens Advice. |
| 1.5 | If you would like a copy of this Tenancy Agreement in another language, or in another format, please tell us and we will meet your request if it can be reasonably met. |
| 1.6 | If you need to serve a notice or important legal document on us, these should be sent to: Housing Landlord Services, Eastleigh Borough Council, Eastleigh House, Upper Market Street, Eastleigh, Hampshire, SO50 9YN or by email to residents@eastbrookehomes.co.uk only. |

Your Rights

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| 2.1 | The Housing Act 1985, as amended by the Localism Act 2011, gives secure tenants certain rights. These rights are listed below in points (2.2) to (2.19) and exist independently of the tenancy conditions. |
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Security of Tenure

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| 2.2 | You can live in your home for the rest of your life without interference from us if you do not break any of the Conditions of this Tenancy Agreement. |
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Right to Repair

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| 2.3 | We have repairing obligations under section 11 of the Landlord and Tenant Act 1985, to undertake certain repairs to the property. If we do not carry out certain minor repairs on time, then you may be entitled to compensation. |
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Right to Succession

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| 2.4 | When you die, your partner (whether or not married to you or in a civil partnership) who was been living with you in the property as their only or principal home at the time of your death, may be able to take over the tenancy from you. This is subject to conditions and you should seek advice from us. |
| 2.5 | If you are a joint tenant, the tenancy will on the death of one of you pass to the other. |
| 2.6 | There can only be one succession. |

Right to information

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| 2.7 | You have the right to receive information from us about your rights and obligations as a tenant together with information about how we perform as your landlord. |
| 2.8 | We will treat all information we receive in relation to your tenancy in accordance with the Data Protection Act 1998 and the UK GDPR. Please contact us for full details about how we collect, store, use and share your personal information and how you can access it. |

Right to be consulted

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| 2.9 | We will consult with you before we make any changes to the way we manage or maintain your home or tenancy if the change is likely to have a substantial impact on you. We will consider your views before we make any changes. |
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Complaints

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| 2.10 | You have the right to complain if you feel we have not delivered the service you would expect or have treated you unfairly. We have a complaints policy which sets out how we try and resolve complaints. |
| 2.11 | If you consider an issue to be unresolved after progressing through our complaints process, you can refer the matter to the independent Housing Ombudsman. Please contact us if you would like more information. |

Right to take in lodgers and sub-let part of your home

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| 2.12 | You may take in lodgers but will need to tell us straight away and then let us know when they leave. |
| 2.13 | You may sub-let part of the property but will need our prior written permission. Sub-letting the whole of the property is not permitted and is also a criminal offence. |

2.14	You must not have more people living with you than the maximum number allowed as defined by the Housing Act 1985. Please contact us to confirm the number allowed.
<i>Right to carry out improvements</i>	
2.15	You may, subject to gaining all the necessary approvals, carry out improvements to the property. We will not unreasonably withhold permission, but we may apply conditions such as the standard of work, the way it is done and what must happen at the end of your tenancy.
<i>Right to compensation for improvements</i>	
2.16	If your tenancy is coming to an end, you may be entitled to compensation from us for certain specified improvements you have made to the property, subject to you having all the necessary approvals.
<i>Right to exchange (swap) your home</i>	
2.17	You may exchange your home with another secure or assured tenant from any local authority or housing association, but you will need prior written permission from both us and also any other landlord. It is a breach of your tenancy conditions to move properties before permission is granted.
<i>Right of assignment</i>	
2.18	You may be able to assign your tenancy to someone else in some special situations, but you will need our prior written permission. Please contact us if you would like more information.
<i>Right to buy</i>	
2.19	You may have the right to buy your home from us. Please contact us if you would like more information.
Tenancy Conditions	
3.1	<p>You have the right to remain in the property unless ordered to leave by the court. We will take court action to repossess the property if you:</p> <ul style="list-style-type: none"> • break any of the conditions set out in this agreement; • have given false or fraudulent information to obtain the tenancy; or • for any other reason under the Housing Acts 1985 or 1996 (as amended) or any other law which allows us to gain possession.

3.2	Where this course of action is deemed appropriate, we will serve the appropriate Notice on you. The Notice will specify a date, not normally less than four weeks from the service of the Notice (which may be forthwith in the case of nuisance), when we could apply to the court for a possession order.
3.3	Any notices or important legal documents we need to serve on you will be validly served if we hand it to you in person, leave it at the property or last known address, or by post to you at the property.
3.4	If you abandon the property, we may take back possession without the need for a court order.
3.5	We may vary the terms of your tenancy agreement at any time. If we do, we will give you and any other tenants affected notice of the proposed changes and allowing a reasonable period for comment. We will then send you a notice of variation which will take effect at least four weeks after the date on which the notice is given.

Landlord Obligations

	We agree to:
4.1	Give you possession of the property at the start of the tenancy and will not interrupt or interfere with your quiet enjoyment unless in an emergency.
4.2	Give you 4 weeks' notice in writing of any change to the rent or charges for the property. The rent and any charges payable are reviewed once a year and normally take effect from April.
4.3	Provide an out of hours call out service in the event of emergency repairs being required at the property.
4.4	Keep the structure, its fixtures and fittings and the exterior of the property and any communal areas in repair.
4.5	Keep in repair and proper working order any installations in the property for the supply of water, gas, electricity, sanitation and space and water heating.
4.6	Keep in repair the communal areas of flats and maisonettes and undertake checks to keep these areas reasonably safe and fit for use by you and anyone living with you or visiting you.
4.7	Survey the exterior and internal communal areas of the property and will carry out repairs and painting as deemed necessary by us.
4.8	Ensure the property is in good condition at the commencement of the tenancy, except when a mutual exchange has taken place.

4.9	Arrange for an annual gas safety check by a gas safe engineer (if applicable) and an electrical safety check by a qualified and competent person every five years and the required servicing for any other of our fixtures and fittings.
4.10	Insure the property. We are not responsible for anything belonging to you.
4.11	Provide services in accordance with the terms of this agreement and our published standards.
4.12	Distribute information to tenants about particular aspects of our housing policies that effect you and keep you informed and ask for your views on our services.
4.13	Carry identification at all times and present it to you.

Tenant Obligations

5.1	You must keep to all the tenancy terms as set out below. If you or anyone living in or visiting the property or the locality do anything which would breach any of the terms in this agreement, your tenancy will be at risk.
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Occupation

5.2	You must occupy the property from the date the tenancy begins and as your only or principal home.
5.3	Tell us in writing and in advance if you intend to be away from the property for more than 4 weeks at a time, providing a forwarding address, contact details in case of an emergency and the date you propose to return.
5.4	Obtain our written consent to any changes in those persons authorised to live with you at the property.
5.5	You must not have more people living with you than the maximum number allowed for the property. If you are unsure of the number permitted, please contact us.

Rent and charges

5.6	You must pay the rent and charges for the property weekly in advance on each Monday as it falls due unless agreed otherwise by us. Whatever payment cycle is agreed, rent must always be paid in advance.
5.7	Give four weeks' notice in writing to terminate your tenancy if you do not wish to accept the annual change in the rent or charges for the property.

5.8	Pay any costs incurred by us in taking legal action against you.
5.9	Pay any costs incurred by us for rechargeable repairs and any other rechargeable items.
<i>Use of the property</i>	
5.10	You and all persons living in or visiting the property, must not use or threaten to use the property or anywhere in the locality for any illegal or immoral activity.
5.11	You must not use any part of the property or any communal area for business and trade or exhibit any trade sign or advertisement without obtaining our prior written permission. We will not withhold permission unreasonably. We can withdraw our permission if the business or trade causes an inconvenience or nuisance to neighbours or damages the property.
5.12	You are not permitted to use the property as an Airbnb, bed and breakfast or as a holiday let.
5.13	You are responsible for your belongings and personal possessions, including household contents. You are strongly advised to obtain a contents insurance policy.
5.14	You must comply with all laws relating to the Property and your occupation and use of the Property and take all steps necessary to comply with any notice or other communication affecting the Property as we may reasonably require.
<i>Looking after the property</i>	
5.15	You must keep the property clean, tidy and in a habitable condition to our reasonable satisfaction.
5.16	You must take reasonable measures to care for the property and the fixtures and fittings throughout the tenancy.
5.17	You must take all reasonable precautions to protect the property against damage from fire, frost, water, infestation, damp or other causes.
5.18	You must ensure the property is always kept safe from intruders.
5.19	You must not interfere with any services belonging to a supplier of gas, electricity, water, telephone, cable or other services.
5.20	You must not flush anything other than toilet paper down the toilet.

5.21	If your property includes a garden, you must keep it tidy and properly maintained to our reasonable satisfaction. This includes keeping any trees, hedges, bushes, plants and grass at a reasonable height and size.
5.22	You must not damage or cut down any trees or plant any trees on the property without our prior consent.
5.23	You must not use any part of the garden for storing or keeping scrap, scrap metal, rubbish, vehicle part or any other items which could cause a nuisance to others or damage the garden.
5.24	You must not encroach onto any land adjoining the property.
5.25	You must not site a barbeque, bonfire, patio heater or other heat source anywhere that will endanger the property or other properties, buildings, fences or sheds.
5.26	You must not damage, deface or graffiti any part of the property or the locality. Any repair or replacement deemed necessary by us must be paid for by you.
5.27	If you have a balcony at your home, you must not place or leave anything on it which will cause damage to the property or is a danger to others.

Repairs and maintenance

5.28	You must report any defects and repairs to the property or any communal areas to us as soon as is practically possible.
5.29	You are entirely responsible for the internal decoration of the property and must keep it to our reasonable satisfaction.
5.30	You must regularly test and keep any smoke alarm and carbon monoxide detector provided in good working order.
5.31	You must clean any filters for appliances we have provided in accordance with the manufacturer's instructions.
5.32	You are responsible for replacing any light bulbs.
5.33	You are responsible for maintaining any items which we may gift to you at the start of your tenancy, such as sheds and floor coverings.
5.34	You are responsible for unblocking toilets, sinks and drains where you have caused the blockage. You will be recharged for any costs where you have negligently, recklessly or intentionally caused a blockage.
5.35	You are responsible for maintaining anything in the property which you have installed or improved.

5.36	Any repair or replacement needed to the property or the fixtures and fittings, including glass, as a result of recklessness, accidental or wilful damage or neglect by you must be paid for by you.
5.37	You must not make any changes or alterations to the property without our prior written permission.
5.38	You must get our written permission before erecting any garage, shed or other building on the property.
5.39	You must not without our prior written consent, install any object on the exterior of the property or on any part of any communal areas, including CCTV, television or satellite aerial or dish, radio mast and external decorations.
5.40	You must make good any damage to the property caused during repairs or improvements undertaken by yourself or someone working on your behalf.
5.41	You must provide adequate access to allow inspections, surveys and repairs to be undertaken, including the removal of your possessions, appliances, furniture and floor coverings.
5.42	At the end of the tenancy, you must return the property to us in at least the same condition in which it was let. Fair wear and tear will be taken into account. You will be recharged for any repairs, replacements and associated charges deemed necessary by us at the end of the tenancy.

Access to the property

5.43	You must allow us or people sent by us access to carry out any necessary inspections and investigations in relation to the property or your tenancy, protecting the health and safety of any person, safety checks, repairs, maintenance, replacements and improvements to the property or any adjacent property. We will usually give you at least 24 hours' notice when we need to enter your home.
5.44	You agree that if we need to gain access in an emergency we may, if necessary, force access. If we do this, we will make good any damage as a result unless the reason for obtaining access is something you have done in breach of the terms of this agreement.
5.45	If you leave us or people sent by us alone in the property in the course of our duties you do so entirely at your own risk.

Nuisance, anti-social behaviour, harassment and domestic abuse

5.46	You are responsible for the behaviour carried out by you and all persons living in or visiting the property. The responsibility includes behaviour conducted in communal areas and the locality of the property.
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5.47	You and all persons living in or visiting the property, must not do or threaten to do anything which causes or is likely to cause a nuisance or annoyance to anyone in the locality of the property.
5.48	You and all persons living in or visiting the property, must not commit or threaten any form of harassment on any grounds, including age, disability, gender reassignment, race, religion or belief, sex or sexual orientation or any other reason to anyone in the locality of the property.
5.49	You and all persons living in or visiting the property, must not use or threaten to use abusive or violent behaviour towards anyone in the locality of the property.
5.50	You and all persons living in or visiting the property, must not inflict or threaten violence against anyone else who lives in the property, or harass or use psychological, emotional, physical or financial abuse or coercive control, to make anyone living at the property feel they can no longer live peacefully or safely in the property.
5.51	You and all persons living in or visiting the property, must not obstruct, assault, threaten, abuse, harass or cause nuisance and annoyance towards any Council employee, contractor, agent or Councillor.
<i>Pets</i>	
5.52	You must not have any pet or assistance animal in the property unless you have our prior written permission. We will consider granting permission for dogs, cats and small caged and tanked pets, depending on the suitability of the property. We will not permit any breed banned by the Dangerous Dogs Act 1991 to live in or visit the property.
5.53	You must comply with any conditions or restrictions given by us on the keeping of any animal and ensure your animal is kept in accordance with animal welfare legislation.
5.54	You are responsible for any animal living in or visiting your home.
5.55	Animals must be kept in a responsible manner and under control at all times.
5.56	Animals must not cause a nuisance, annoyance or disturbance and must not cause harm or attack another person or animal.
5.57	Dogs must be accompanied by a responsible person when outside of the property and must be kept on a lead.
5.58	You must clean up any fouling by your dog, including in communal areas, public open spaces and pedestrian areas.
5.59	You agree to remove any pet where we believe there has been a breach of the tenancy conditions if we ask you to do so.

5.60	Livestock must not be kept at the property. Examples of livestock are, but are not limited to, horses, donkeys, pigs, chickens, pigeons, geese and ducks.
<i>Parking</i>	
	<p>You or any person residing or visiting the property must not:</p> <p>5.61 Park on area that is not a defined parking area.</p> <p>5.62 Park any vehicle on the property unless there is a properly constructed hard standing with a dropped pavement crossing.</p> <p>5.63 Park a boat, caravan, trailer, motor home, low loader or similar vehicle on the property or in the locality.</p> <p>5.64 Park in a way that might cause an obstruction, including to emergency services, other road users or obstruct access routes, driveways, pavements and garages in the locality.</p> <p>5.65 Park any untaxed, uninsured or unroadworthy vehicle on the property or in the locality. You must seek our prior written permission to keep any vehicle at the property subject to a Statutory Off Road Notification (SORN).</p> <p>5.66 Drive any vehicle on or over any grass verge, communal garden or open space or similar piece of land in the locality.</p> <p>5.67 Carry out vehicle repairs (other than reasonable minor repairs to vehicles belonging to you) at the property or in the locality.</p> <p>5.68 Park any vehicle inconsiderately, including parking excessive numbers of vehicles at the property or in the locality.</p> <p>5.69 You must get our prior written permission to install an electric vehicle charging point.</p>
<i>Communal areas</i>	
5.70	You are not permitted to smoke in any internal communal areas such as stairwells, hallways and landings. Smoking is also not permitted directly outside other residents' windows or doors.
5.71	You are not permitted to put caravans, vehicles, trailers, boats, sheds, greenhouses, play equipment, paddling pools, barbeques or any other structures in communal gardens.
5.72	You are not permitted to undertake any gardening work in the communal area without our prior written consent.

5.73	You must not leave any rubbish, unwanted items or hazardous materials in any communal area or in the locality.
5.74	You must obtain our prior written consent to keep any belongings in communal areas. Belongings must not block or obstruct corridors, walkways or emergency exits. Permission shall be given at our discretion. Any items left in communal areas are your responsibility.
5.75	You must not damage, litter or fly-tip communal areas.
5.76	You are not permitted to install doorbell cameras which monitor communal areas.
5.77	You must not leave or prop open any fire or security doors.
5.78	You must not tamper, damage or interfere with any utilities meters or equipment belonging to us.
5.79	You must not keep a mobility vehicle without our prior written consent.
5.80	Mobility vehicles must not be stored or charged in any communal areas unless in an area specifically designated for that purpose. Any unauthorised vehicles maybe removed and you will be required to pay for the reasonable costs incurred in removing and storing such vehicles.
5.81	You must not use any electric socket within any communal area for your own use.
5.82	You must not charge electric vehicle equipment such as scooters and bicycles in communal areas without our prior written consent.
5.83	You must not throw anything, or allow anything to fall from any windows, balconies or communal areas.
5.84	You must not feed any wild animals or birds or do anything which may encourage pests and rodents either in the property or in any communal areas.

Storing and disposing of items

5.85	You must dispose of household and recyclable refuse in the designated wheeled bins and large collection bins only. It is not permissible to leave rubbish near the bins.
5.86	You must not place any items which are not general household waste in bins or in bin stores. You are responsible for taking such items, including bulk refuse, to an appropriate recycling facility or arranging collection by a licensed waste carrier.

5.87	If you have a wheeled bin you must store this on the property. Bins must not be left out earlier than the evening before the collection date, taken in on the collection date and comply with the Council's domestic waste and recycling policy.
5.88	You are not permitted to have a bonfire on the property.
5.89	You are not permitted to store anything in a loft, access hatch or similar.
5.90	You must not allow rubbish to build up in the property.
5.91	You must not allow the property to become hoarded with excessive belongings, rubbish or food waste such as to cause damage to the property or a health and safety hazard.
5.92	You must not use or store any harmful, hazardous or inflammable materials or tools anywhere within the property or any communal areas except for normal household goods such as safety matches.
5.93	You must make proper arrangements for the disposal of any specialist medical waste, such as needles, syringes and sanitary items.
<i>Local arrangements</i>	
5.94	You must comply with any local regulations or agreements applying to the locality or a block in which the property is located. We can make or change the terms of local regulations or agreements after consultation with tenants or tenants' representatives. A copy of the regulations or agreements will be issued to every tenant affected.
<i>Ending your tenancy</i>	
5.95	To end your tenancy, you must give at least four weeks' written notice to us. The notice period starts from the date we receive the notice (Monday to Friday). We can, if we want to, choose to accept a shorter notice period, but we are not obliged to.
5.96	In the case of a joint tenancy, one tenant can end the tenancy on behalf of both tenants, whether with or without their knowledge or consent.
5.97	You will allow us access to the property during the four weeks' notice period to carry out an inspection.
5.98	Your rent and charges must be up to date when your tenancy ends.

5.99	You must give vacant possession of the property and return all the keys by 12.00 noon on the day following the tenancy end date. If you do not return the keys by the required date and time you will continue to be charged rent until the keys are returned or when we gain access to the property to change the locks. If we need to gain access and change the locks, you agree to pay our reasonable costs incurred.
5.100	You must leave the property and its fixtures and fittings, including any gardens, carparking spaces, communal or other areas associated with the property, in good repair and condition, and clean and free from all furniture, belongings and rubbish.
5.101	You agree that we may dispose of anything left in the property as we see fit and will pay our reasonable costs incurred.
5.102	You must pay for any repair or replacement necessary because you have not complied with your responsibilities under this agreement.

Definitions

Tenants	Is the person or persons who on signing a contract for an introductory or secure tenancy, is/are legally responsible for the management of the tenancy. If there is more than one tenant, the word 'tenant(s)' or 'you' applies to both or all tenants. Each individual tenant has the same rights and responsibilities as set out in this agreement.
Landlord	In the context of this tenancy agreement and tenancy conditions, the 'landlord' or 'we, us, our' is Eastleigh Borough Council.
Introductory Tenancy	Type of secure tenancy introduced by the Housing Act 1996 to create a form of probationary tenancy, normally lasting twelve months. Introductory tenants will by default become a secure tenant after twelve months, unless a Notice has been served to extend the introductory period or a Notice Requiring Possession has been served and court proceedings instigated. Introductory tenants have fewer rights than secure tenants.
Secure Tenancy	A tenant of a secure tenancy has more rights than that of an introductory tenancy. These rights and responsibilities are covered by the Housing Act 1985. The landlord can only evict a secure tenant from the property by obtaining a possession order in the court.
Principal Home	The tenant must occupy the property as their principal home, otherwise they lose their security of tenure and the landlord can obtain possession by service of a Notice to Quit and application for a court order. It is not necessary to state a ground for possession.
Rent and other Charges	All charges raised against the property, including the base rent, service charge (services provided to maintain communal areas), support charge (services to supported housing tenants).
Property	The dwelling, including any gardens and allocated parking spaces.
Communal Areas	Common areas in and around blocks of flats or maisonettes, including entrance halls, corridors, stairs, lifts, common rooms, bin areas and gardens. On the wider estate, common areas also include parking forecourt, open spaces, access routes, paths and other identified housing land.
Waste	Waste includes, but is not limited to, unwanted items, remains or by-products of household rubbish, including bulky items.

Fair Wear and Tear	Damage sustained as a result of ordinary use.
Garden	The scope of the garden includes everything growing on and within the boundary of the property and includes hedges, flower beds, trees, shrubs and grassed areas, regardless of whether you planted them or not. It also includes any hard landscaping or constructions including fencing.
Locality	An area at/near the tenant's home that may include, for example, part or whole of the housing estate, parts of one or more housing estates, or the local shops serving the housing estate. In terms of investigating and addressing anti-social behaviour, this definition is not comprehensive and ultimately will be determined by the Judge hearing the possession case.
Block	A building or part of a building which consists of self-contained flats.
Structure and Exterior	Includes walls, windows, window sills, roof, chimney, gutters, drains, external pipes, access steps, foundations, outside doors and the path to the property and the internal wall plaster.
Fixtures and Fittings	Items within the property that are secured to the floor or the walls, examples include light fittings (not bulbs or fluorescent tubes), central heating installations and radiators, built in cupboards, bathroom suites, kitchen suites, electric wiring, sockets and switches, communal television aerials.
Hazardous Materials	Any material (solid, liquid or gas) that can harm people, property or the environment including those which are flammable, explosive, toxic or corrosive.
Agent of the Landlord	Any contractor or representative appointed by the landlord to act on its behalf.
Encroach	To make use of a piece of land outside of the boundary of the property, without consent.
Vehicle	Vehicle refers to types of transport, including cars, vans, lorries, motorbikes, bicycles, caravans, boats, trailers.
Sub-let	Where someone pays you rent to have exclusive right to part of your home.
Lodger	Somone who lives in your home, but does not have exclusive rights to any part of it.



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