

## Your secure tenancy agreement

A secure tenancy is a legal contract. As a secure tenant you have a wide range of rights.

However, if you break any of the conditions of your tenancy agreement, we will take action to make sure that you do not break your tenancy agreement again. If you persistently or seriously break your tenancy agreement, we may apply to the county court for an eviction order to end your tenancy.

### Independent advice

You can get independent advice about your tenancy and your rights from a citizens advice bureau or a Shelter housing advice centre.

### Definitions

- **We, us and our** – the Landlord, **High Peak Borough Council**, Town Hall, Buxton, Derbyshire, SK17 6EL. (We will tell you if this address changes.)
- **The property** – the house, bungalow, maisonette or flat (and any garden, yard, outbuilding, garage, fence, driveway or wall) let to you under this tenancy agreement.
- **You and your** – the tenant or all the tenants if it is a joint tenancy.
- **Shared areas** – areas you share with other tenants, for example stairs, entrance halls, lifts, landings, balconies, access ways, paths, grassy open spaces, shared gardens or yards, parking areas, parking bays and hard standings.

## **Part 1 – Your rights as a secure tenant**

As a tenant of High Peak Borough Council, you have a secure tenancy.

You can contact us at the following address.

High Peak Borough Council  
Town Hall  
Buxton  
Derbyshire  
SK17 6EL

### **1.1 Succession**

Members of your family may be able to take over your tenancy when you die. This is called succession. In the case of a joint tenancy, the surviving tenant will automatically take over the tenancy when the other joint tenant dies. If you are the sole tenant the following people also have a right to take over your tenancy when you die.

- Your husband, wife, civil partner or someone living with you as your partner (as cohabittees). Cohabittees means a couple who are living together as if married or civil partners. Whether a couple meets this criteria depends upon the facts which we will ask them to give evidence of.
- If your tenancy started before 1<sup>st</sup> April 2012, any other family member or relative who has lived with you for at least the last 12 months before your death. We will ask them to prove how long they have lived with you.

A tenancy can only be passed on through succession once.

You can find more information about succession in the tenants' handbook.

### **1.2 Your right to assign your tenancy**

In certain circumstances, you have the right to assign (legally hand over) your tenancy to someone else, for example, as part of a mutual exchange or because of a court order during a divorce or childcare proceedings.

You may be allowed to hand over your tenancy to another family member (as explained in section 113 of the Housing Act 1985) if that person would be entitled to take over your tenancy by succession. You cannot legally hand over your tenancy if you owe us any rent.

If you are able to legally hand over your tenancy, you can only do this in writing. We will arrange this for you.

### **1.3 Your right to have repairs carried out**

- 1.3a We will keep in repair the structure and outside of your house (including drains, gutters and external pipes). We will also keep in repair and proper working order the services that supply water, gas and electricity, together with basins, sinks, baths and toilets from the utility meter point to the point of use in the property. We will not maintain or repair other fixtures, fittings and appliances such as water hoses, fuses and plugs, except those needed for heating your home and providing hot water.
- 1.3b If you live in a flat or property with shared areas, we will keep in repair the shared areas, including entrances, stairways and passageways, lifts, fire doors, fire-fighting equipment, smoke detectors and door security systems.
- 1.3c If you have changed or improved installations in your home, you are responsible for looking after, repairing or replacing them. We will only repair them if you have told us about them and we have agreed in writing to look after and repair them.
- 1.3d If you, people who live with you or your visitors cause damage to the property deliberately, by neglect or misuse, you are responsible for repairing it. If you don't do the repairs, we may do the repairs and charge you for them.

Once you report a repair to us, we will give it priority in line with our published timescales. If you have a disability that means you need the repair carrying out sooner than that, you need to tell us when you report the repair. You can find more information about repairs in the tenants' handbook and in section 2.8 of this agreement.

### **1.4 Your right to be consulted**

We must consult you about important changes, such as:

- major building work;
- changes in how we manage your home;
- changes in the way we charge and collect your rent;
- changes to other costs associated with your tenancy; and
- changes to this tenancy agreement.

You can find more information about this in the tenants' handbook.

### **1.5 Your right to information**

We must give you a tenancy agreement and information on your rights. You can also find a great deal of information on our website. If you would like to see other information, that you can't find, please contact us.

**The Data Protection Act 2018** gives you the right to look at information we hold about you. In certain circumstances, you will not be able to see everything, for example details about other tenants. We will give you a copy of this information, but you will have to pay an administration fee. Please contact us to arrange this.

**Under the Fire Safety Act 2021, certain types of properties require additional checks. A copy of this will be provided to you if you live in one of these properties.**

## **1.6 Your right to take in lodgers**

You can take in lodgers without our permission, but we strongly recommend that you let us know. It is important to remember that you must not overcrowd your home by taking in lodgers. You will be responsible for legally evicting your lodgers if you want them to leave. You must be aware of the rules to do with Housing Benefit, Council Tax or other benefit payments before you take in lodgers. If you take in lodgers you may get less benefit. If you receive benefits you should contact the relevant agency straightaway if a lodger moves in. You can find more information about this in the tenants' handbook

## **1.7 Your right to sublet your home**

You may be able to sublet part of your home, but you must first get our written permission. Subletting without our permission is a criminal offence. You cannot sublet all of your home. You can find more information about this in the tenants' handbook

## **1.8 Your right to buy your home**

**You have the right to buy your home if you have been a council tenant and you have had a secure tenancy for at least three years (or as set by the government). However, the Right to Buy Scheme does not apply to some properties, including sheltered housing or homes particularly suitable for the elderly. For more information, please contact us.**

## **1.9 Your right to exchange your home**

In certain circumstances, you have the right to exchange your home for a council or housing-association home in the High Peak or another council area. However, you must get our written permission first. If you exchange your home without our written permission, we will take legal action to evict you. You will not be able to return to your original home and we will not offer you another property.

## 1.10 Your right to improve your home

You have the right to make certain improvements and alterations to your home, for example, fitting a new kitchen, new bathroom or painting outside.

**You must get our written permission before you carry out any work,** and you must also carry out the work within the guidelines we give you. You can find more information about this in the tenants' handbook and in section 2.9 of this agreement.

## **Part 2 – Your responsibilities as a secure tenant**

### **2.1 False statement**

2.1a If you or someone acting on your behalf has:

- made a statement in your application for your home which you knew was false or which you thought could be false;
- given false information to one of our officers; or
- knowingly withheld information from one of our officers;

and that meant we offered you a property you were not entitled to, we will take legal action to evict you. We will only offer you another property in very exceptional circumstances.

### **2.2 Paying your rent and other money you owe us**

2.2a You must pay all of your rent and any other tenancy charge due from the date your tenancy started. If you live in a Carelink designated property then this charge is classed as rent. We usually charge rent to your account every Monday, unless it is a 'no-collection' week (when we do not charge rent). However, if you owe us rent, you must continue to pay us during these no-collection weeks. There are four no-collection weeks each financial year – usually two at Christmas and two at the end of the financial year. You must pay your rent every Monday unless you have made a separate agreement with us (for example to pay monthly).

2.2b Tenancy charges include anything you must pay for as a result of your tenancy, which you will have been told about before your tenancy began, for example:

- charges for certain services (including but not limited to lighting, heating and hot water, and grounds maintenance);
- paying back any Housing Benefit you have been overpaid.

You may also have to pay us for other things, such as:

- rent for a garage;
- charges if you deliberately damage your home (we call these 'recharges');
- carrying out repairs you are responsible for (also called 'recharges'); and
- court costs; and
- any extra charges you agree we can charge with your rent.

2.2c If you do not pay your rent or any other tenancy charges you must pay as a result of your tenancy, we will take action to get back the money you owe us. In serious cases, we can take legal action to evict you from

your home. We will add the cost of taking legal action (for example legal fees and court costs) to the amount that you already owe us.

If you are struggling to pay your rent or any other tenancy charges, you should contact us straight away and we will be able to give you advice. You must tell us about any personal circumstances that may make paying your rent or any other tenancy charges a problem. You may also want to get independent advice, for example from Citizens Advice or an independent legal advisor.

- 2.2d You must not refuse to pay your rent or any other tenancy charges for any reason. You must also not keep all or part of the rent or any other money you owe under the tenancy agreement for any reason.
- 2.2e We will calculate your tenancy charges in relation to lighting and heating based on what it cost us to provide these in the previous financial year. We will let you know each year what these charges are and what they are for.
- 2.2f You must repay any money you owe us from a previous tenancy, for example rent and any associated costs you still owe us or the cost of repairing deliberate damage. If you do not keep to a plan to pay back the money you owe us and you are still a council tenant we can take legal action to evict you from your home or take court action against you to recover the money. We may add any legal fees and court costs we have from taking legal action to your debt.
- 2.2g If you are a joint tenant, you and all other named tenants are jointly responsible (this is known as being 'jointly and severally liable') for paying:
- all rent and any other money you owe us;
  - any tenancy charges; and
  - any money you owe from a previous tenancy.

This means that we can ask you to pay back all the money which you and the other joint tenant owe us.

If you (or another joint tenant) leave the property, you must contact us for advice on how to legally end your or their part in the tenancy. If you do not do this, by law you will still be responsible for any rent, debts or tenancy charges, even though you are no longer living in the property.

- 2.2h We may vary the amount of rent or tenancy charges you have to pay. If we are changing your rent or tenancy charges, we will give you 28 days' notice in writing.
- 2.2i You are responsible for making sure that you receive any Housing Benefit, Universal Credit, Supporting People or other benefit payments which you are entitled to. You must pay any housing costs you receive

as part of your Universal Credit payments into your rent account straightaway.

## **2.3 Using the property**

- 2.3a You must live in the property as your only or main home. You must not sublet all of your home. You may be able to sublet part of your home, but only if you have our written permission, as set out in clause 1.7 of this agreement. For advice on subletting your home, please contact us.
- 2.3b If you are going to be away from your home for more than 28 days, you must tell us. You must give us a contact address or an address where we can send you any letters. You must take reasonable steps to make sure that your property is safe and secure, and that we can get into your home in an emergency.
- 2.3c If you are going to be away from your home for more than three months and you haven't contacted us to discuss this we will presume that it is no longer your only or main home and take the necessary legal steps to recover possession of the property. The court could order costs against you if this happens.
- 2.3d You must not put up any structures (for example, a garage, pigeon loft or shed) at the property without our permission. If we give you permission to put up a structure, you must not allow any person to sleep in it.
- 2.3e You or anyone living with you may not alter or improve your home in any way, unless you have our written permission. You can find more information about this in the tenants' handbook.
- 2.3f You must not use your home, drive, parking areas, shared areas, service roads, grass verges or other land we own to:
- carry out any illegal activity, for example, dealing or taking drugs, prostitution, or storing stolen items;
  - run a business without first getting our written permission;
  - keep or use paraffin, petrol or any other dangerous materials; or
  - advertise or sell motor vehicles or bicycles.
- 2.3g You must not allow your home to be overcrowded. If you are unsure how many people are allowed to live in your particular type of property please contact us for advice before anyone moves in.
- 2.3h You, anyone living with you or anyone visiting your home must not interfere with the security and safety equipment in shared areas. You must not jam open security doors or door-entry systems, and you must not let anyone you don't know into the property if they do not have relevant identification.



- 2.3i You, anyone living with you or anyone visiting your home must not interfere with the supply of utilities such as gas and electricity. You should report any problems with utility meters or supplies to your energy provider immediately.
- 2.3j You must ensure that all bills associated with the supply of utilities such as water, gas and electricity are registered in your name, unless these services are explicitly included within your service charge (detailed on the front page of this Agreement). You are liable for any charges arising from the use of these services. You should report any problems with utility meters or supplies to your energy provider immediately.
- 2.3k You, anyone living with you or anyone visiting your home must not allow any part of it to become unusable or inaccessible, for example by storing so many items in a room that you cannot easily enter it.
- 2.3l You, anyone living with you or anyone visiting your home must not deliberately set fire to any part of your home or any shared areas. You must take reasonable steps to prevent fire within your home. You can find guidance on fire safety in the tenants' handbook. You can also contact us to arrange a Home Fire Safety Check.
- 2.3m You must ensure that any items stored in your garden such as garden furniture, trampolines or other play equipment is firmly secured. You will be responsible for any damage caused by items which are not secured, for example a trampoline which blows into a neighbouring property in high winds.

## **2.4 Using vehicles at or around your home**

- 2.4a You must not park or repair any motor vehicle, caravan, trailer or boat in any parking area, garage or shared area without getting our written permission first. You must also not park or repair any motor vehicle, caravan, trailer or boat at your home or in your garden if this will cause a nuisance or annoy or upset someone else. We may give you permission to keep these vehicles at your home, but we may ask you to keep to certain conditions, for example we may ask you to provide a suitable hard standing and a dropped kerb (in line with regulations from the Highways Authority).
- 2.4b You must not park or repair any motor vehicle, caravan, trailer or boat on any verge or road or on any land which we maintain for our residents to enjoy.

If you do park or repair any motor vehicle, caravan, trailer or boat on areas we maintain, you will have to pay for any damage you cause to verges, kerbs or land.

- 2.4c You must not allow anyone to sleep in a motor vehicle, caravan, trailer or boat parked outside your home. This includes in your garden, in shared areas, on pathways, on public roads, on pavements and so on.
- 2.4d You, anyone living with you and anyone visiting your home, must not park or leave a motor vehicle, caravan, trailer or boat anywhere that may block access for other residents or emergency-service vehicles.
- 2.4e You, anyone living with you and anyone visiting your home, can only store or park electric mobility scooters in specific areas in shared areas with our written permission.

If we do give you permission to bring a scooter inside a shared area you must make sure that you meet the charging arrangements and use the parking space we agree with you. You must operate the scooter at the lowest speed while in shared areas.

- 2.4f You must not store, load or unload scrap metal, strip down vehicles or persistently repair motor vehicles, caravans, trailers or boats on your drive, parking areas, shared areas, service roads, grass verges or any land we own.
- 2.4g You, anyone living with you and anyone visiting you must not bring mopeds, motorcycles or similar vehicles inside your home or onto indoor or covered shared areas.
- 2.4h You must not keep vehicles which the Driver and Vehicle Licensing Agency (DVLA) say are SORN (off the road) or which are not taxed, on any verge, road or any land we maintain. This includes car parks and garage sites. We will remove and dispose of any SORN or untaxed vehicles.

## 2.5 Antisocial behaviour

- 2.5a You are responsible for your own behaviour and the behaviour of every person (including children) living in or visiting your home.
- 2.5b You, anyone living with you (including children) or anyone visiting your home must not cause a nuisance to, annoy or disturb someone else.

### **Examples of things that can cause a nuisance to, annoy or disturb someone else**

- Playing loud music or having loud parties that people can hear outside your home
- Banging and slamming doors
- Using airguns and fake guns in and around your home or on walkways, paths and other shared areas

- Playing ball games close to properties
- Skateboarding, rollerblading, cycling, riding mopeds or mini motorbikes on walkways, paths and in other shared spaces
- Dumping rubbish, littering and fly-tipping or allowing waste to build up in or around your property
- Damaging property
- Spraying or writing graffiti or vandalism
- Throwing objects out of windows or off balconies
- Dogs barking and dog mess or not controlling your pets
- Bonfires
- Allowing tobacco smoke or similar to enter a neighbouring property
- Using illegal drugs
- Releasing of “Chinese lanterns” or similar items
- People gathering and standing around in the street
- Not controlling children living at or visiting your home

2.5c You and anyone living with you or visiting your home must not harass any other person.

#### **Examples of harassment**

- A hate incident or hate crime – This is a specific type of harassment, committed against a person or their property because of their:
  - ethnic background;
  - nationality;
  - sex or sexual identity;
  - sexuality; or
  - disability.
- Harassment committed against a person because:
  - of their age;
  - they are married or in a civil partnership; or
  - they are pregnant.
- Using or threatening to use violence.
- Using abusive or insulting words or behaviour.
- Damaging or threatening to damage another person’s home or belongings.
- Writing threatening, abusive or insulting graffiti.
- Doing anything that interferes with the peace, comfort or convenience of other people.
- Posting threatening, abusive or insulting comments online or on social media

2.5d You and anyone living with you or visiting your home must not be aggressive or violent or threaten to be violent towards any other person (whether they are living with you or in another property in the area) in any way. You or anyone living with you must not harass or abuse

(mentally, emotionally, physically, financially or sexually) anyone or force anyone who lives at the property to leave home.

- 2.5e You and anyone living with you or visiting your home must not be convicted of a criminal offence. We will treat the following offences, and those which take place in the area you live, very seriously.
- Arson
  - Violent offences, including sexual offences
  - Rioting or rioting-related offences
  - Harassment
  - Theft and fraud
  - Criminal damage
  - Drug taking or dealing
- 2.5f You, anyone living with you (including children) or anyone visiting your home must not use your home or the area around it for anything illegal, for example prostitution, selling, storing, growing, manufacturing or using drugs, or selling or storing stolen goods.
- 2.5g You and anyone living with you (including children) or visiting your home must not make false or malicious complaints about the behaviour of another person, or encourage someone else to do so.
- 2.5h You and anyone living with you (including children) or visiting your home must not deliberately provoke or encourage another person to behave in a way that would break the law or a condition of their tenancy, or the tenancy of the person they live with.
- 2.5i You must not keep any weapons (for example firearms) at your property without the correct licence and without our written permission. You must store weapons securely in line with the law and any conditions we set when we give our permission for you to keep a weapon at your home. Any weapon which could injure someone, including swords, machetes and other bladed weapons, must be safely and securely stored.
- 2.5j You and anyone living with you (including children) or visiting your home must comply with any emergency restrictions or legislation designed to protect public health. You must not deliberately provoke or encourage another person to behave in a way that would breach any such restrictions.

You can find more information about how we deal with antisocial behaviour in the tenants' handbook.

## **2.6 Keeping pets and other animals**

- 2.6a You need our permission to keep any pets (for example, dogs, cats and birds), including livestock (for example horses, pigs, goats, chickens, ducks and geese) and exotic pets (for example snakes and poisonous spiders). We may not allow you to keep pets at certain types of property, for example in some flats, and we have the right to limit the number of pets you are allowed. You should get written permission from us before you get any animal, including working or assistance dogs. We will not allow you to keep breeds of dogs classed as 'dangerous' under the Dangerous Dogs Act 1991.
- 2.6b You and anyone living with you must remove any animal mess your pet or other animals at your home have caused in any part of your home, garden, shared areas, parking areas, walkways, paths, grass verges or any land we own which is for the public to enjoy.
- 2.6c You must keep all pets and other animals at your home under proper control. You must not let them frighten or annoy anyone or cause a nuisance. If you do not keep your pet or other animal under proper control we will take away our permission and you will have to find another home for them.
- 2.6d You and anyone living with you must make sure that your pet does not stop our employees, contractors or agents from coming into your home to carry out work. You must also make sure that your pet does not cause anyone physical or mental harm.

## **2.7 Pests and vermin**

- 2.7a You, anyone living with you (including children) or anyone visiting your home must not behave in a way that encourages or allows pests or vermin into your home, garden, shared areas, parking areas, walkways, paths, grass verges or any land we own which is for the public to enjoy.
- 2.7b You are responsible for making sure any infestation within your home is reported to Environmental Health and treated as soon as you become aware of it. The cost of some treatments, for example for rats, is free. However, if a charge is to be made to treat infestation, you are responsible for the costs of any treatment needed.
- 2.7c If you do not treat an infestation in your home as soon as you become aware of it and as a result it spreads into any shared areas we manage, you will be responsible for our costs for any treatment needed.
- 2.7d You, and anyone living with you, are responsible for making sure you have and use the correct bins and waste containers, in line with the local arrangements for your area.

2.7e You and anyone living with you must make sure that your household waste, including recyclable or garden waste, is put out for collection regularly and in line with the local arrangements for your area.

## 2.8 Repairs and maintenance

2.8a You and anyone living with you must keep your home clean and tidy. You must carry out any decorating inside your home when it is needed.

2.8b(i) You must keep your garden area clean and tidy. (This includes sheds, greenhouses, garages and so on.) You are responsible for maintaining all parts of your garden, including boundary markers such as trees, fences, gates, walls and boundary hedges, at all times. We may ask you to reduce the height of any trees or shrubs that are impacting on the use and enjoyment of surrounding properties

2.8b(ii) We will not however allow new leylandii trees to be planted.

2.8c You must report any repairs that we are responsible for as soon as possible. You can find more information about this in the tenants' handbook.

2.8d You must carry out any repairs that you are responsible for as soon as possible. For more information, see 2.8n below. If we have to carry out any repairs that you are responsible for or which are caused by you not reporting a repair, you will have to pay the cost of the work.

2.8e You and anyone living with you must tell us about any damage to your home, no matter how it was caused.

2.8f You, anyone living with you (including children) or anyone visiting your home must not deliberately damage any part of your home or any of our property around your home.

2.8g If you, anyone living with you (including children) or anyone visiting your home causes any damage accidentally, deliberately or through neglect, you must pay for any repairs or replacements which are needed. This includes damage to any part of your home and any of our property around your home, for example:

- fixtures or fittings;
- window glass;
- gardens;
- fences, gates and boundary hedges;
- garages and sheds;
- paths and walkways;

- shared areas;
- shared lighting;
- fittings for supplying gas, water and electricity;
- carelink alarm equipment;
- fire safety equipment;
- door security systems; and
- anything else belonging to us.

2.8h You and anyone living with you must take reasonable care to protect your home (including any gardens, garages or shared areas), from fire, frost, burst water pipes and blocked drains. You should remember that our insurance only covers the structure of the property. You are responsible for arranging insurance for the contents of your home and items stored in a garden shed, garage or similar structure. This includes your furniture, carpets and other household and personal belongings. You can find more information about this in the tenants' handbook.

2.8i You and anyone living with you must take care to make sure that any equipment fitted to or in your home, for example fire and smoke alarms, emergency call systems, door entry systems, Carelink alarm systems and so on, are not damaged, removed or tampered with and are kept in a good condition.

2.8j You must ensure that any items fitted in your home to protect you and other people such as but not limited to smoke alarms, radon fans and Carelink alarms and carbon monoxide detectors have an appropriate power source at all times.

2.8k You and anyone living with you or visiting you must not steal, sell, give away or take away any item from any home, building or land we own.

2.8l You and anyone living with you must keep all doorways, shared areas, walkways and stairwells clear at all times, so people can escape quickly in an emergency.

2.8m You are responsible for fitting washing machines and gas and electric cookers. You must make sure that a competent and suitably qualified person does this. By law, someone charging a fee to install a gas cookers must be on the Gas Safe Register.

2.8n You are responsible for making sure that tumble driers are vented outside the property, by using either a detachable hose or external fixed vent. If you need to make a hole in the wall to create a fixed vent, you will need our permission.

2.8o You are responsible for making sure that there is adequate ventilation and heating within your home and follow any advice given by the council to prevent condensation. If condensation occurs because of failing to adequately heat or ventilate your home, you may be

responsible for any repair work unless it occurs because of disrepair in the property.

2.8p You are responsible for:

- decorating the inside of your home, including additional floor coverings and curtain rails;
- replacing lost or stolen keys;
- unblocking baths and sinks;
- repairing any equipment, fixtures and fittings you have fitted, unless we have agreed in writing to take responsibility for them;
- repairing any improvements you have made to your home unless we have agreed in writing to take responsibility for them;
- replacing shower curtains and toilet seats;
- cleaning extractor fans;
- washing lines and rotary driers;
- replacing television aerials and satellite dishes; and
- replacing light bulbs.

2.8p At the end of your tenancy, you must leave the property in a reasonable condition. We will charge you for:

- any repairs caused by you neglecting or misusing the property;
- removing any furniture or belongings you have left behind in the property, garden or garage;
- replacing anything that is missing;
- carrying out any repairs that you are responsible for;
- removing or putting right any alterations you carried out inside or outside the property without our permission; and
- any bins or other waste containers that we have provided and which have been removed from the property.

## 2.9 Improvements and alterations

2.9a You must not carry out any alterations or improvements to your home without first getting our written permission.

Examples of alterations and improvements include:

- decorating the outside of your home;
- changing or adding fixtures to the property, including in the bathroom or kitchen, TV aerials, satellite receivers and CCTV cameras;
- building structures, for example garages, sheds, carports or pigeon lofts;
- laying a drive or making a car parking space;
- The installation of electric vehicle charging points (permission will only be given if you have an exclusive driveway)



- altering gas, electricity or water services and equipment;
- changing the land levels within the boundaries of your home;
- putting up or removing fences, hedges or other boundary markers;
- installation of any system or device that remotely controls the heating or any other system within your home;
- fitting extra plug sockets; and
- creating a fixed external vent for a tumble drier.

An appropriate asbestos survey must be completed and supplied to us for any “intrusive” works – for example installing a socket into a wall.

All alteration works must be completed by a suitably qualified and competent individual. Gas safety certificate, electrical testing certificate and any other relevant safety documents must be supplied on completion of works

We will not unreasonably refuse to give you permission to carry out alterations or improvements. However, we will not give you permission to make alterations that, for example, will make it harder for us to maintain the property, will adversely affect your neighbours or may make your property unsafe, or if you owe us any money under clause 2.2 of this agreement.

Examples of alterations and improvements we **do not** allow are:

- structural changes that do not meet building regulations;
- altering the structure of your home, including removing inside walls;
- removing or adding internal walls or moving external boundary structures;
- evacuate the area under your home (for example to create a cellar)
- installing pet-flaps in fire doors or in doors which lead into shared areas;
- installing laminate flooring in flats above ground-floor level;
- removing the warden alarm system, smoke alarms or other safety equipment;
- dividing bedrooms into multiple rooms; and
- anything that makes the property more vulnerable to fire, such as installing a log burner or other solid-fuel appliance
- painting or wrapping of kitchen units or worktops

If we do give you our permission, we may also give you certain conditions which you must keep to when you carry out the work. If you do not keep to these conditions, we may take away our permission. If we refuse to give you permission or we take away our permission, we will write to you and tell you why. If work has already started you may

have to put the property back to its original condition. If you do not, we may do the work and you will have to pay our costs.

- 2.9b If we give you written permission to carry out alterations to your home, you must also get any necessary planning permission and building permission.
- 2.9c All work must be carried out by a qualified contractor who is capable of doing the work. You must arrange for us to inspect the work when it is finished
- 2.9d While any alterations and improvements we give our permission for are being carried out, you must take reasonable steps to minimise any nuisance or inconvenience caused to other people. You must make sure work is carried out safely and in line with current health and safety legislation.
- 2.9e You are responsible for repairing, maintaining and replacing all improvements you make and any fixtures and fittings you fit in your home. When you move out, we will own any improvements you have made or fixtures or fittings you have fitted. If you take any fixture or fittings with you when you leave, you must put the property back to its original condition. If you do not, we may charge you for any work we need to carry out to do this.
- 2.9f If you choose to install any system or device that remotely controls the heating or any other system then you must keep the original programmer and refit it if you move from the property. If you don't do this we will recharge you. If you call us out to a boiler breakdown as a result of a fault with such a system then we will recharge you for the visit and we will not be responsible for completing the repair. If you have to have a new boiler fitted then it will be your responsibility to arrange for the remotely controlled system to be reconnected.

## **2.10 Letting us into your property**

- 2.10a You must allow our employees, contractors and agents into your home or garden at all reasonable times to inspect, repair, service or improve your property and possibly neighbouring properties. By law, we must service gas heating systems every year; you must allow us into your home to carry out this service and ensure there is adequate credit on the meter for the check to take place. We might also need to enter your property to carry out other landowner responsibilities, for example checking electrical wiring, safety testing for radon gas, chimney sweeping, testing the Carelink system, replacing your kitchen, improving drainage, **inspecting a balcony or fire door** or surveying your property to check the condition of it. If possible, and it's not an emergency, we will arrange to visit your home at a time which fits around your other commitments, such as work and holidays. However,

if you unreasonably fail to let us into your home, we will give you at least 24 hours' written notice that we will be coming to your home and you must let us in.

2.10b You, anyone living with you or anyone visiting your home must make sure all parts of your home are accessible so that when our employees, contractors or agents come to carry out repairs, improvements or similar work, the area in which they are working is clear and clean. We are only able to enter your property if a responsible adult is present.

2.10c You are responsible for ensuring any loft space is accessible and not cluttered nor overloaded. We may require access to all parts of the loft for fire safety, to carry out service and maintenance works to plumbing and heating services, to gain access to ventilated soffits and to allow the installation and maintenance of insulation and/or ventilation systems

2.10d If you report a repair, we will carry out the work in line with our published timescales, which can be found in your tenants handbook. It is important that you let us into the property to carry out the work. If we have given you an appointment and our employees, contractors and agents are not able to get in, we may charge you for the visit.

2.10e If you report an emergency repair we will carry out the work within 24 hours and you must let us in. If you make the report outside working hours and we need to send somebody to deal with it straightaway, you must make sure we can get in. If we can't, we will charge you for the cost of the visit.

2.10f In an emergency, we may need to get into your home straight away without giving you any notice. If you are not at home during an emergency or you do not let us into your home, we may use reasonable force to get inside. If you refuse to let us into your home in an emergency, we may take legal action against you.

Examples of emergencies include fires, floods, gas leaks, a risk that someone will be injured, serious concern for the wellbeing of someone in the property, or the structure of the property being at risk.

2.10g Before you let any of our officers or agents into your home, you should ask to see proof of their identity. All of our employees, contractors and agents carry ID cards.

## **2.11 Your behaviour towards our staff and people acting on our behalf**

You, your family, lodgers, visitors to your home or anyone acting on your behalf must not be violent, threatening, intimidating or aggressive towards our employees, contractors, agents or elected members at any time and at any location. This includes sending or making offensive comments or calls **by any means**, posting threatening, abusive or insulting comments online or on social media or encouraging any other person to do so.

## **2.12 Ending your tenancy**

- 2.12a You may end the tenancy by giving us at least four weeks' notice in writing. Your tenancy must end on the same day of the week it started (this is usually a Monday). If you are a joint tenant, you can give us notice to end the whole tenancy without agreement from the other joint tenant or tenants, although if you plan to do this you must contact us first.
- 2.12b You must return all keys to the property to us by 10:00am on the day your tenancy ends, or contact us by 10:00am to confirm you have left them in the key safe if one is fitted. If you do not return the keys on the date the tenancy ends, you will be responsible for paying any rent until the date you give us back the keys or for paying us to change the locks.
- 2.12c If you have pre-paid credit meters fitted at your property, you must ensure that no debt is left on the meter at the point that you return the keys to us.
- 2.12d If you want to end your tenancy with less than four weeks' notice, you may only do this if you have confirmation in writing from us. We won't allow joint tenancies to end early unless both tenants have told us in writing that they agree. If you are moving to another of our properties, you will still need to end your old tenancy before the new one starts.
- 2.12e If you give us the keys to your home without written notice to end your tenancy, we will see this as you giving four weeks' notice and we will end your tenancy on the first Monday after four weeks have passed. You will have to pay rent during the whole of this time.
- 2.12f If you no longer live in the property as your only or main home, we will end your tenancy by giving you a notice to quit (NTQ). We may give you an NTQ at the property or at your last known address. Once the NTQ runs out, we will not be responsible for storing any furniture or personal belongings you have left behind and we will charge you any costs for storing or disposing of them.
- 2.12g If you pass away and no-one is able to succeed your tenancy, we will accept a termination notice or notice to quit from your next of kin, personal representative, or executor of your estate. The four-week notice period will not apply.

- 2.12h If, after making reasonable enquiries, we think that you have abandoned your home, we will take possession of the property without applying to the court. We will not be responsible for storing any furniture or personal belongings you have left behind and will charge you any costs of disposing of them.
- 2.12i You must leave your home and garden (including sheds and garages) clean and tidy. You must remove all of your personal belongings, floor coverings, furniture and any rubbish. We will remove any items that you leave behind and we will charge you any costs of disposing of them.
- 2.12j You or anyone living with you must repair any damage before you leave the property. If we have to repair or replace any damaged or destroyed items, you will have to pay for this.
- 2.12k When your tenancy ends, any items left in the property, garden or shared areas will become our property. We will charge you any costs of disposing of them. If they are items of value, we will sell them and use the money to repay any money you owe us
- 2.12l When you leave, you must leave any alterations or improvements that you or anyone living with you has made in a good condition, or you must return your home to its original condition. If you fail to do this, we will charge you the cost of putting the work right or returning the property to its original condition.
- 2.12m When you leave, you must leave the appropriate bins and waste containers for your area at the property. If you fail to do this, we will charge you the costs of replacing them.
- 2.12n In certain circumstances, we may pay you compensation for the improvements you have made. The amount of compensation we pay you will depend on the improvements you have made, what condition they are in and how long ago you finished the work. For more information, please contact us.
- 2.12o In the last four weeks of your tenancy, we have the right to carry out any work which is needed to bring the property up to a standard where we can let it again. We also have the right to bring possible new tenants to view the property. You must allow us into your home to do this.

## **2.13 Notices**

- 2.13a We may serve any notice on you by putting it through your letterbox, fixing it to your home or leaving it with somebody for you at your home, as well as in any way as allowed by law.
- 2.13b You may serve any notice, including notices during court proceedings, on us at:

High Peak Borough Council  
Town Hall  
Buxton  
Derbyshire  
SK17 6EL

## **2.14 Enforcing your tenancy conditions**

We will decide whether to enforce these tenancy conditions. We may take action against you if you break these tenancy conditions. This may mean we end your tenancy.

## **3 What happens if you do not keep to this agreement**

- 3.1 We will not interfere with your right to live in your home as long as you keep to the conditions of your tenancy agreement.
- 3.2 If you do not keep to any part of this agreement, we will investigate and will usually give you a chance to sort out the problem. If you continue to break the conditions of your tenancy agreement, despite warnings or if the problem is very serious, we will take legal action against you. This may involve giving you a notice that will end your tenancy.
- 3.3 If you do not keep to your responsibilities to carry out repairs and maintenance, or damage your property deliberately or by neglect we may do the repairs and charge you the cost.

## **4 What happens if we do not keep to this agreement**

- 4.1 We aim to make sure that you receive a high-quality service and we want to deal with your comments or complaints as quickly as possible.
- 4.2 If you have a complaint, comment or compliment about us, you should contact our Customer Services Team via our website [www.highpeak.gov.uk](http://www.highpeak.gov.uk) or at the address in clause 2.13 b
- 4.3 If, after going through our complaints procedure, you are not happy with our response, you can ask the local housing ombudsman to carry out an independent investigation. You can contact the ombudsman at:

Housing Ombudsman Service  
P O Box 152

Liverpool  
L33 7WQ  
Phone: 0300 111 3000  
(Lines are open Monday to Friday 9.15am to 5.15pm.)  
Email: [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk)

- 4.4 The Ombudsman encourages landlords to have a policy in place to manage complainants who present unacceptable behaviour. Our up-to-date complaints policies can be found on our website
- 4.5 For more information on your rights, you can contact your local councillor, your local citizens advice bureau, your local MP, an advice centre or a solicitor. If you want someone else to deal with us on your behalf you will need to give us your written permission.