

# Tenancy Agreement

This is a legal contract which describes the rights and responsibilities for you as a council tenant and for Southampton City Council

# Your new home





## Welcome to your new home

Southampton City Council would like to welcome you to your new home and neighbourhood. We hope that you will be very happy as a council tenant.

This Tenancy Agreement sets out both your responsibilities as a tenant, and those of the city council.

There are lots of valuable services which you can make use of as a council tenant to make sure you and your family live happily and safely in your home. More detailed information is available from the council's website at [southampton.gov.uk/housing](https://southampton.gov.uk/housing)

## Your local housing office

Your local housing office can give you a range of help, advice and information on your council home and the services available to you, such as:

- Reporting and dealing with neighbour nuisance
- Neighbourhood Wardens
- Tenancy queries
- Abandoned vehicles
- Empty property management
- Applying for a council owned garage
- Nuisance trees

The quickest and easiest way to access all of these services is online at [southampton.gov.uk/housing](https://southampton.gov.uk/housing)

### Shirley Housing Office

Redcar Street, Shirley,  
Southampton, SO15 5LL

☎ 023 8078 9344

✉ [housing.serviceswest@southampton.gov.uk](mailto:housing.serviceswest@southampton.gov.uk)

For: Millbrook, Maybush, Lordshill, Shirley,  
Coxford & Lordswood

### Central Housing Office

100f St. Marys Street,  
Southampton, SO14 1PE

☎ 023 8083 2211

✉ [housing.servicescentral@southampton.gov.uk](mailto:housing.servicescentral@southampton.gov.uk)

For: Central, Bevois, Swaythling, Northam,  
Bassett, St Denys

### Rent & Arrears

Customer Payment & Debt Team

☎ 023 8083 3388

✉ [cp&d.general@southampton.gov.uk](mailto:cp&d.general@southampton.gov.uk)

### Thornhill Housing Office

Hinkler Community Centre  
328 Hinkler Road, Thornhill  
Southampton, SO19 6DF

☎ 023 8042 0520

✉ [housing.serviceseast@southampton.gov.uk](mailto:housing.serviceseast@southampton.gov.uk)

For: Thornhill, Harefield, Hightown, Bitterne

### Woolston Housing Office

Centenary Quay, Victoria Road  
Southampton, SO19 9EF

☎ 023 8044 2604

✉ [housing.serviceseast@southampton.gov.uk](mailto:housing.serviceseast@southampton.gov.uk)

For: Woolston, Sholing, Merryoak,  
Townhill Park

## Rent account online

You can also manage your rent account online. Once you have registered, you can see your transactions, check your balance and pay your rent.

### **[southampton.gov.uk/housing](https://southampton.gov.uk/housing)**

Registration is quick and easy and all you will need is your **payment reference number** handy; this will start with D (14), I (15), H (18) or F (10). 

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## Neighbourhood Wardens

You will see Neighbourhood Wardens in all areas of the city helping you to create a cleaner and safer environment. They are there to help you make your neighbourhood a nice place to live.

They will need your help and with that support they can improve the appearance of public areas, help reduce crime and help build a better community.

## How will I benefit?

We want people to have a greater sense of pride in their neighbourhood and we can do this by promoting:

- community safety
- making the environment that you live in cleaner
- encouraging responsible citizenship

You can contact your Neighbourhood Warden by:

- speaking to them when they are out and about on your estate
- or email them at your local housing office
- leave a message at your Local Housing Office

## Repairs

The quickest and easiest way to report a repair is online at **[southampton.gov.uk/housing](https://southampton.gov.uk/housing)**, which you can use to report housing repairs or check on progress.

If the repair you are requesting is an emergency that puts you, your family or your property in immediate danger please contact:

- 023 8083 3006 (option 2) between 8:30am to 5pm, Monday to Friday
- 023 8023 3344 evenings, weekends and Bank Holidays

## Get involved

Tenant Involvement is really important to all of us at Southampton City Council's housing department. We want you to have a real say in how your homes are managed and be able to choose the extent of your involvement.

Whether you join a local tenant's group to concentrate on issues and events in your area, or would like to have more input into housing issues that affect the whole of the city on a strategic level, there is a group out there for you.

If meetings are not your thing, there are many ways you can become involved as an individual or by coming to an event and providing us with your feedback.

If you want to become involved in your housing service in any capacity then we have a way for you to have your say.

### **[southampton.gov.uk/housing](https://southampton.gov.uk/housing)**

# The Tenancy Agreement

This is a legal contract. It describes the rights and responsibilities of Southampton City Council ('the Council') and of you the tenant.

- The address of the property rented in this agreement:

.....  
.....

- The name(s) of the tenant(s):

1. ....

2. ....

- This weekly secure tenancy starts on Monday .....

- The type of property: .....

Suitable for a dog to be kept:                      yes / no (delete as appropriate)

- The maximum number of people allowed to live here: .....

- The gross rent for the property: £

Basic Rent per Week	£
Heating Charge per week (if applicable)	£
Alarm monitoring charge (if applicable)	£
Support Charge per week (if applicable)	£
Block Cleaning charge (if applicable)	£
Concierge Charge per week (if applicable)	£
Digital TV (if applicable)	£
Door Entry (if applicable)	£
Garden/Grounds Maintenance (if applicable)	£
Neighbourhood Wardens (if applicable)	£
Service Charge per week (if applicable)	£
Test/Repair Emergency Lighting (if applicable)	£
Water (if applicable)	£
<b>Total rent and charges</b>	£

- Arrears for a former Council tenancy (cross through if not applicable)

A repayment agreement has been made to repay former tenancy arrears, known at the time this tenancy agreement is signed. This is for

	Amount	Address of former tenancy
1.	£ .....	.....
2.	£ .....	.....
Total	£ .....	.....

- The Council lets the property described above subject to the tenancy conditions set out in this agreement. If there is more than one tenant this agreement applies to you jointly.
- Any notice (whether in proceedings or otherwise) may be served on Southampton City Council by sending it or delivering it to:

Service Lead, Council Housing & Neighbourhoods, Adults, Housing & Communities  
Civic Centre, Southampton, SO14 7LR

- All tenants must sign below after reading this agreement.

**The information I (we) gave in the housing application form was and still is true. I (we) agree to the conditions in this tenancy agreement. I (we) have received a copy of the 'Tenants Handbook'.**

Print Name	Signature
1. ....	.....
2. ....	.....

Housing Officer	Signature
.....	.....
Print name	for and on behalf of Southampton City Council

Date .....

# 1. Secure Tenancy

- 1.1 This agreement is a legal contract and signing it makes you a secure tenant. This gives you the rights and responsibilities that are the conditions of your tenancy.
- 1.2 As the tenant you **must** keep to the conditions of this agreement. You are responsible for the conduct and behaviour of friends, relatives, any other people (including children) and pets living in or visiting the property, communal area or locality.
- 1.3 Your council tenant neighbours have the same rights and responsibilities as you do as a tenant.
- 1.4 If you are joint tenants each of you is responsible for keeping to this agreement including paying the rent.

## 1.5 Changes to the conditions of your tenancy:

- If we want to change any conditions of your tenancy we can do so with your agreement or by serving a 'Notice of Variation'.
- If we serve a 'Notice of Variation' we will:
  - Serve a Preliminary Notice before the actual Notice of Variation is served.
  - Consult with you on the changes as legally required.
  - Give you 28 days (4 weeks) notice of any changes in the conditions of your tenancy.

## 1.6 Substantial changes in our housing service to you:

We will consult you if there are any plans for these and give you 28 days (4 weeks) notice in writing before any changes begin.

## 1.7 Your right to live in the property:

This agreement gives you the right, as a tenant, to live in the property unless there is a legal reason for us to take possession proceedings and the court takes the property away from you by granting us possession. For example:

- You break any of the conditions in this agreement. If you do we will take legal action to force you to meet the conditions, or ask the court for permission to evict you.
- You stop using the property as your only, or main home.
- You have given false or fraudulent information to get the tenancy.
- We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out.
- There is a legal ground for possession under the Housing Act 1985, the Housing Act 1996 or any future law.

1.8 If we decide to take possession action you will be served with the appropriate legal notice:

- The notice can be served on the property or on you in person.
- A notice served on you due to antisocial behaviour can lead to immediate possession action in court.
- If a notice is served on you for any other reason, possession action in court can begin 28 days (4 weeks) from that date.

1.9 If you breach any condition of this agreement we will charge you:

- The cost of taking action against you through the courts.
- The cost of putting right any breaches of your tenancy agreement.
- For any repairs or other works to the property, communal area or locality due to that breach. This may be by a Maintenance Recovery Charge.

1.10 You must pay any charge we raise against you, including Maintenance Recovery Charge.

1.11 Occupation of the property:

- a. You must use the property as your only, or main, home.
- b. If you do not use the property as your only, or main home, your secure tenancy will end and we will take action to repossess the property.
- c. If the property has been abandoned by you we can take the property back without going to Court.

1.12 Sub-letting:

- a. You must not sublet, even temporarily, the whole of the property. You will immediately lose your secure tenancy and we will take action to repossess the property.
- b. You must get written permission from us if you want to sub-let part of the property.

1.13 Assigning your tenancy:

You can only assign your tenancy in the following ways:

- You are ordered to by the court.
- To someone who would be able to succeed to the tenancy if you died. You must get our written permission before you assign your tenancy on these grounds. We can refuse you permission but would not do so unreasonably.
- By carrying out a mutual exchange for which you must get our permission.

Succession (passing on your tenancy on your death) is not part of this agreement with you.

1.14 Ending your tenancy. – See Section 6 of this agreement – ‘Moving Out’.

## 2. Your Rent

2.1 Your rent at the start of your tenancy is shown on the front of this agreement. The rent due for the property will then be shown on your rent account which can be accessed through the council's website at [southampton.gov.uk/heating](http://southampton.gov.uk/heating)

2.2 Paying the Rent:

- a. You must pay the rent due for the property on time. It is what we charge you for living in the property. This rent must be paid even if you are waiting for a Housing Benefit claim to be processed.
- b. You must pay any charges that form part of your rent on time. Examples are heating charges, warden services or support service charges.
  - You must pay these charges even if Housing Benefits pays the rest of your rent or you are waiting for a claim to be processed.
  - If you have to pay these charges they are shown on your account ( your Local Housing Office can provide information and advice).
- c. If you receive Housing Benefit you must tell us **immediately** of any changes which may affect your entitlement.
- d. Any unpaid or delayed rent will be recorded as rent arrears.

2.3 When to pay your rent:

- a. You **must** pay your rent in advance and not in arrears.
- b. We use a 48 week rent year (49 weeks in a 53 week financial year)  
There are 4 non-rent weeks in a year.
  - You will only benefit from these non-rent weeks if you are a tenant during those weeks.
- c. If you are in rent arrears you **must** continue to pay to reduce your arrears during the 4 non-rent weeks.

2.4 Changes in the rent charged:

- a. We can change the amount of your rent and any charges forming part of it in accordance with legal requirements.
- b. We can charge you for any improvement, repair or service provided to the property that comes within government and legal requirements for the calculation of rent. This charge will form part of your rent.
- c. We will give you 28 days (4 weeks) written notice of any change to your rent. Including any changes or additions to the charges forming part of your rent. This is called a 'Notice of Variation'.

2.5 Support Services:

- a. If you live in sheltered accommodation you must accept the support service provided there. You must pay for this service in a charge that forms part of your rent.
- b. If you do not live in sheltered accommodation, but have been assessed as needing support services, you must accept and pay for this service in a charge that forms part of your rent.

2.6 If you are joint tenants:

a. Your liability for the rent:

- You are all responsible for paying the due rent and any rent arrears.
- If rent arrears are owed we can take action to recover them from any one of you or all of you.

b. If any joint tenant leaves:

- The tenant who remains living in the property will be responsible for all the rent due for the property, including any rent arrears already owed.
- If you are still named as a joint tenant you are liable for payment of rent and rent arrears even if you have moved out.
- If there are rent arrears on the property any action we take to recover them will be in the names of all the joint tenants.

2.7 Rent arrears recovery:

- a. Being in rent arrears means you are breaking the conditions of your tenancy. We can end your tenancy and repossess your home by taking court action for an order to evict you.
- b. If you are in rent arrears, we will deduct any money we owe you from the arrears amount.
- c. If you apply for an accommodation transfer through us we may not allow this while you have rent arrears.
- d. We are unlikely to find you another permanent home if you are evict for rent arrears, even if you have children or dependants.
- e. If you leave a tenancy owing us rent arrears and apply for rehousing in the future, your application may be given less priority or be excluded from our housing list.

2.8 Former tenancy arrears:

- a. Any known rent arrears from a previous tenancy with us are shown on the front of this agreement.
- b. If you owe rent arrears from a previous tenancy, these must be repaid as a condition of this tenancy. You may pay by instalments as agreed by us or the court.

2.9 Ending your tenancy and moving out:

See Section 6 of this agreement – 'Moving Out'.

### 3. Use of the property

3.1 If any of the conditions in this section are breached you will, in addition to any other action we take, be charged for the cost of putting them right.

3.2 Condition of the property:

a. You must keep the property:

- In good condition, clean, tidy and decorated.
- Free from anything likely to cause an obstacle to anyone, fire risk, a health and safety hazard or structural damage.
- Free from pests or vermin and not encourage their presence.

b. You are responsible for decorating the inside of the property:

- If we give you any help with the cost or materials it must only be used for decorating the property.

c. You must not, or permit anyone to, damage, deface, dirty or graffiti on the inside or outside of the property or any provided fixtures and fittings.

d. You must not tamper with, or permit anyone to, damage, disable, deface or graffiti on any of the following at the property:

- Door entry or emergency alarm equipment.
- Smoke or heat detectors.
- Gas, electricity or water supplies or meters.

e. Our responsibilities for the condition of the property are stated in Section 5 of this agreement – 'Repairs and improvements'.

3.3 Use of flammable material, including gas cylinders or bottles:

a. You **must not** use or store any dangerous, explosive or inflammable material or substance in the property, communal areas, or sheds and storage areas in blocks of flats.

b. You must not use portable oil, paraffin, gas cylinder/bottle **cookers** or **heaters** in the property.

c. On safety grounds you must tell us if you use oxygen cylinders and the equipment must be prescribed by a registered medical practitioner.

3.4 Numbers of people allowed to live in the property:

a. The maximum number of people permitted to live in the property is stated on the front of this agreement.

b. No room having an open flue gas fire/boiler may be used as a bedroom. It is **unsafe** and we will disconnect the appliance.

### 3.5 Condition of any communal areas in blocks of flats and maisonettes:

- a. You must keep the communal areas clean and tidy.
- b. You must keep the communal areas and fire exits free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage
- c. You **must not** tamper with, or permit anyone to, damage, disable, dirty, deface or graffiti on anything of ours, including equipment, in the communal areas. This includes:
  - Door entry or emergency alarm equipment.
  - Lifts including the lift doors, machinery and control panels.
  - Fire fighting and detection equipment and installations.
  - Gas, electricity and water supplies or meters.
  - Glass in panels and windows.
  - Sheds and storage areas.
- d. The proper disposal of rubbish and unwanted items is covered in Clause 3.9 – ‘Getting rid of rubbish’.
- e. Our responsibilities for the condition of the communal areas are stated in Section 5 of this agreement – ‘Repairs and Improvements’.

### 3.6 Use of gardens, yards and balconies forming part of the property:

- a. You must keep any gardens, yards and balconies:
  - Tidy with any hard surfaces kept clean.
  - Free from anything likely to cause an obstacle to anyone lawfully there, a fire risk, a health and safety hazard or structural damage.
  - Free from stored or accumulated rubbish, furniture, household appliances or scrap metal.
- b. Grass must be kept cut and hedges trimmed.
- c. You must not cause any risk to your property or nuisance, annoyance, disturbance or risk to your neighbours by lighting bonfires or by burning non-domestic or hazardous materials.
- d. You must get our permission before:
  - Build a garage, carport, conservatory or similar structure.
  - Erect a fence or boundary wall or alter or remove an existing one.
  - Plant a hedge or a tree or remove an existing one.
  - Install a driveway, hard-standing or paved parking area.

We will not unreasonably refuse permission and you must also obtain any necessary legal permissions (e.g. planning permission.)

- e. The boundary of the property is determined by us. Our decision is final in the event of any dispute regarding our land or its boundaries.

### 3.7 Running a business, working or trading from the property:

- a. You must get our permission **before** you or any other person begin running a business, working or trading from the property. We will not refuse permission unreasonably.
- b. We will not allow the following businesses to be run or operated from the property:
  - Repairing, re-spraying, valeting or trading in motor vehicles, boats, trailers, caravans or similar structures.
  - Shops or wholesale businesses where customers would have to visit the property.
  - Any business or trade likely to cause nuisance or annoyance to other people or damage the property, our land or communal areas.
  - Any business or trade which involves using the property or locality for any illegal or immoral purpose.
  - Any business or trade using controlled substances such as chemicals.
- c. If we do give you permission you **must** also have and maintain any necessary insurance, legal permission and an appropriate level of public liability insurance.
- d. If any business, trade or work at the property breaches any conditions of this agreement we will withdraw our permission. If we do this it must stop operating.
- e. You, or anyone you are responsible for as the tenant, must not run a business, work or trade from:
  - Any communal areas in our blocks of flat or maisonettes
  - Any of our garage blocks.
  - Any land in the locality of the property (e.g. parking or grassed areas).

### 3.8 Cars and other vehicles:

(Including motor vehicles, caravans, boats and trailers or similar).

Parking:

- a. At the property you must only park on a properly constructed hard-standing, driveway, paved parking area or in a garage. (Clause 3.6(d) of this agreement covers their construction).
- b. In the areas on our land where we allow parking, or at the property, you must not park any vehicle which is:
  - Large or heavy.
  - Without the required tax.
  - In a wrecked, derelict, dangerous or unroadworthy state.
- c. You must not allow any vehicle you are responsible for to be lived in at the property or on our land.
- d. You must not keep any motor vehicle (e.g. motorcycle or moped) inside the property, in any indoor communal area or in sheds in blocks of flats or maisonettes.
- e. You must not park obstructing access:
  - By the emergency services.
  - To other properties in your locality.

- f. You must not, or permit anyone to, park on or move any vehicle across, our forecourts, grassed areas or footpaths.
- g. In parking areas with marked bays you, or anyone you are responsible for, must only park within those bays.
- h. You, or anyone you are responsible for, may only park a caravan, trailer, boat or similar vehicle in our parking areas if there is available space. You must move it to a more suitable location if we ask you to do this. Our decision in respect of parking is final.
- i. You, or anyone you are responsible for, must not park in our disabled parking bays unless you are eligible to do so. You must not obstruct users' access to these bays.

Repairs to vehicles:

- j. You, or anyone you are responsible for, must not carry out frequent or major repairs to vehicles at the property or on our land.
- k. You, or anyone you are responsible for, may carry out occasional, minor repairs to vehicles if:
  - It causes no nuisance, disturbance or risk to nearby residents.
  - You leave the area clean and tidy with no damage to our property or land.
  - It does not pollute any drainage or sewage system or the local environment (e.g. improper disposal of oil or paint).
  - The work is not part of a business trading or being operated from, the property, communal areas or land in the locality. (Clause 3.7 covers the running of vehicle related businesses).

3.9 Getting rid of rubbish:

- a. You must ensure that rubbish and unwanted items from your property are disposed of in the proper way.
  - You must not allow it to build up in the property.  
(Clause 3.2 covers the condition the property should be kept in).
  - You must not improperly dispose of it on our land, communal areas or in the locality. If you do we will charge you.
- b. In blocks of flats or maisonettes you:
  - Must put your rubbish and unwanted items, including furniture, in the areas or containers provided or arrange for their proper disposal elsewhere.
  - Must not leave any rubbish or unwanted items in any communal areas not designated for their collection or storage.
  - Must not block access to fire exits or firefighting equipment with rubbish or unwanted items.
  - Must not throw anything, or allow anything to fall from, any windows, balconies or communal areas.
- c. If any syringes or needles are used by yourself or anyone living in or visiting the property you must ensure they are disposed of safely and not left where anyone in the locality, our staff or contractors may come into contact with them.

### 3.10 Dogs and other animals:

#### a. **You can keep the following animals:**

- If an animal is not included in clauses 3.10 (b – j below) you may keep it without having to obtain our permission.
- However this is on the understanding that you must not break any conditions in this agreement.

#### b. **You must not keep the following animals:**

You must not keep any animal which we feel is unsuitable; these animals are:

- Livestock such as poultry, pigs, goats or horses or similar.
- All venomous (poisonous) insects and spiders.
- All large, poisonous or constrictor snakes or lizards.
- Any animal listed in legislation as:
  - A dangerous wild animal (e.g. Dangerous Wild Animals Act 1976).
  - Wildlife that cannot be kept unless it is for scientific or conservation purposes (e.g. Wildlife and Countryside Act 1981).
  - A species prohibited from trade, import or export (e.g. Endangered Species (Import and Export) Act 1976).

Dogs:

- c. This tenancy agreement states on the front page whether a dog can be kept at the property. A dog cannot be kept at a property with communal access.
- d. If the property is stated as not suitable for a dog:
  - You must not keep a dog at the property.
  - You must not allow a dog onto the property or surrounding communal areas even for visits.
- e. Clauses 3.10 (c and d) do not apply to Registered Assistance Dogs.
- f. You **must** have our written permission from us **before** keeping any dog including Registered Assistance Dogs.
  - You will not be given permission to keep the specific types of dogs restricted by law (e.g. Dangerous Dogs Act 1991) as being bred for fighting or presenting serious danger to the public.
- g. Any written agreement by us allowing you to keep a dog is subject to you:
  - Keeping the dog under proper control.
  - Complying with any legislation concerning the keeping and control of dogs.
  - Not allowing fouling, excessive barking or other nuisance behaviour.
  - Ensuring any garden, yard or balcony is properly fenced and clean.

**Permission will be removed if you do not keep to these conditions.**

#### h. Birds:

You **must** have our permission **before** you keep the following at the property:

- Pigeons or doves.
- Birds in an outdoor aviary or similar structure.

- Birds of prey.  
(You will not be given permission for a bird listed in Clause 3.10b)
- i. If you are banned from keeping an animal:
  - If you, or anyone living with you, has been banned by a court from keeping an animal then you must not keep that type of animal at the property for as long as this ban lasts.
- j. Wild animals:
  - You **must not** do anything to encourage wild (feral) pigeons, rats, mice or grey squirrels onto the property, our land or the locality.

## **4. Antisocial behaviour**

- 4.1 You are responsible for the behaviour of friends, relatives, other people (including children) and pets living in or visiting the property, communal areas and locality.
- 4.2 You, your family, visitors, or people who live at the property must not behave in an anti-social way or instruct others to do so. This means you must not and must not allow others to:
- a. Do anything which causes a nuisance, annoyance or disturbance to anyone in the locality.
  - b. Do anything which interferes with the peace, comfort, safety or convenience of anyone living in the locality.
  - c. Use the property, communal area or locality for any immoral or illegal purpose or commit an arrestable offence there.
  - d. Harass, verbally abuse, use violence or threaten to do this towards anyone in the locality whether they are living, visiting or working there. This includes doing this because of someone's:
    - age
    - disability
    - gender
    - national origin
    - religion
    - colour
    - ethnic origin
    - HIV status
    - race
    - sexuality
  - e. Psychologically, emotionally or sexually abuse anyone living in the property.
  - f. Use violence or threaten this to our staff, contractors or councillors.
  - g. Do anything which causes nuisance, annoyance, disturbance or harassment to our staff, contractors or councillors.
- Some examples of antisocial behaviour are shown in appendix 1.
- 4.3 You must not make false or malicious complaints to us about anyone.
- 4.4 We will take legal action to stop you, your family, visitors or people living at the property behaving in an antisocial way. This includes taking legal action obtain an injunction, antisocial behaviour order or evict you from the property.
- 4.5 We are unlikely to find you another permanent home if you are evicted because of antisocial behaviour, even if you have children or dependants.

- 4.6 If a record of antisocial behaviour is built up during your tenancy, then you cease to be our tenant, you may in the future be excluded from reapplying for housing with us, or we may give your application less priority.

Our responsibilities:

- a. We will recognise your right to live in your home in the way you choose as long as you, your family, visitors or people living at the property do not break any conditions in this agreement.
- b. We take antisocial behaviour very seriously and where appropriate we will use available legal powers to take action against those causing the problem.
  - Before we can take any action we need appropriate and sufficient evidence.
  - Examples of the type of action we could take against antisocial behaviour are shown in Appendix 1.
- c. We will give you help and advice if you report antisocial behaviour.
- d. We will investigate your complaints, keep you informed and take appropriate action to tackle the problem.
- e. We will refer complaints about antisocial behaviour to a mediation service or to other agencies as appropriate.

## 5. Repairs and improvements

Our responsibilities:

5.1 We will look after the property by keeping in repair and proper working order the:

- Structure and exterior including floors, walls, roof, windows, drains and gutters.
- Outside decoration.
- Installations for supplying:
  - Electricity, gas, water and sanitation including the toilet, bath and sink.
  - Room heating and hot water. This includes an annual service of all gas appliances installed and maintained by us and an inspection of the electrical wiring every 10 years.

5.2 We will take reasonable care to keep the communal areas of blocks of flats and maisonettes in repair and fit for use.

5.3 We will carry out reported repairs within a reasonable time period:

- When you report a repair we will tell you when we will carry it out by.
- We will decide on the nature of the repair to be carried out.

5.4 If you apply to buy the property:

- We will only carry out repairs to maintain essential services and keep the property wind and watertight.
- If you buy the property our repair responsibilities under this tenancy agreement end.

5.5 If the property needs to be empty for major building works, redevelopment or demolition:

- We have the right to take possession.
- We must offer you a suitable alternative property before we take possession.
- If we only need you to move out temporarily you must return to the original property on completion of the work – work unless you have our written permission to remain in the other property.

Your responsibilities:

5.6 You must report any repairs that we are responsible for, as soon as possible.

5.7 You are responsible for everyday, small repairs to and tasks in the property.

- If we have to carry out this type of repair or task we will charge you. This may be by a Maintenance Recovery Charge.
- If you are an older or disabled person we may provide help with some of the repairs.

- 5.8 You are responsible for the safe and legal installation, repair and maintenance of your own household equipment (e.g. cooker and washing machine). We will charge you if this equipment causes damage to your or a neighbouring property, requiring us to carry out repairs.
- 5.9 You are responsible for providing and replacing your household appliances, furniture and personal belongings.
- 5.10 You are responsible for the safe repair and maintenance of any improvements or alterations you have done at the property, unless we have agreed in writing to do this ourselves.
- 5.11 Staff and contractors:
- a. You must allow our staff and contractors to enter the property to carry out inspections, repairs, servicing, replacement, improvement works and works to remedy any breaches of this agreement.
  - b. We will give you reasonable notice that we need access. The notice period will vary depending on the urgency of the situation.
  - c. In emergencies our staff and contractors can:
    - Enter the property without notice if we feel there is a risk of personal injury or damage to our, or neighbouring property.
    - Force entry to the property even if no one is home at the time.
    - Examples of these situations include:
      - The property is in a dangerous structural condition.
      - Gas leaks.
      - Burst pipes or overflowing water damaging the property or neighbouring properties.
  - d. You must give us access to service the:
    - Gas supply and any gas appliances installed and maintained by us.
    - Electric supply, wiring and outlets.
  - e. If you prevent us from entering the property we will charge you for the cost of taking action to ensure we can get in and meet our legal obligations as a landlord.
- 5.12 You must have our written permission before you carry out any additions, improvements or alterations to the property, including for a satellite dish or for laminate or wood-block flooring.
- If you do not we will charge you for the cost of reinstating the property.
  - If any conditions we set for this are not met our permission will be taken away.
  - You must get any other necessary approvals (eg planning permission and appropriate public liability insurance) before you do this work.

5.13 We will charge you for, and you must pay for:

- Any work to or at the property, neighbouring properties or communal areas which is due to misuse, neglect, negligence or deliberate damage by you or anyone whose behaviour you, as tenant, are responsible for.
- Any damage to, or anything of ours missing from, the property (including doors, window glass or kitchen units) unless the police issue you with a crime number and it was not done by someone whose behaviour you were responsible for. In certain exceptional circumstances we may agree not to charge you.
- Any damage to, or anything of ours missing from, any council shed included in your tenancy unless the police issue you with a crime number or an incident number and it was not done by someone whose behaviour you were responsible for.

5.14 If you are moving out see Section 6 of this agreement – ‘Moving Out’.

## 6. Moving out

- 6.1 The conditions in this agreement apply up to and including the date your tenancy ends.
- 6.2 Giving notice to end your tenancy: (This does not apply if we are evicting you).
- a. You must give us a minimum of 4 weeks' notice in writing, ending at midday on a Monday that you are moving out.
  - b. The number of weeks' notice given can be reduced where:
    - You have accepted a transfer through us to move to a property that is ready to move into.
    - We have asked you to move out to allow us to do major works.
  - c. If you die whilst you are a tenant we will charge your estate 2 weeks rent.
- 6.3 Your rent when you end your tenancy and move out:
- a. You must pay the rent up to the end of your notice period.
  - b. You must return your keys to us by that date. You will be charged a full weeks rent, for each week until you return your keys (a rent week ends at midday each following Monday).
- 6.4 Giving us vacant possession of the property:
- When you move out you must give us vacant possession of the property by not leaving anyone living there.
  - We will take court action to remove anyone left in the property and you will be charged for the legal costs of this.
- 6.5 When you move out of the property you must:
- a. Leave the property, including its garden, yard or shed, and our fixtures and fittings in good condition, clean, tidy and fit for use.
  - b. Return the keys for all the lockable doors and windows.
  - c. Ensure no animals are left at the property.
  - d. Remove all your belongings (including furniture and carpets) and any rubbish. You can leave items specified in writing at your pre-vacation inspection.
  - e. Dispose of any rubbish or unwanted items in the proper way (see Section 3.9 – 'Getting Rid of Rubbish').
  - f. Ensure any disconnections of gas, electricity, water supplies or household appliances (e.g. cooker) are done safely, properly and meet legal requirements.
  - g. Remove any alterations, improvements or additions to the property for which
    - We have not given permission.
    - You have not met the conditions of our approval.
    - We did not give you permission to leave behind.

That part of the property should also be reinstated to its original condition.

h. If you do not do any of the above we will charge you for us doing it instead.  
In certain exceptional circumstances we may agree not to charge you.

6.6 If you move out of or abandon a property any belongings left behind, including personal effects and furniture, will be disposed of, stored or sold at our discretion and in line with legal requirements.

# Appendix 1

## Antisocial behaviour

### A. Antisocial behaviour includes the following:

- Using abusive, threatening or insulting words, behaviour or graffiti.
- Using or threatening violence against people or pets.
- Damaging, or threatening to damage, another person's home or possessions.
- Sending grossly offensive or threatening letters.
- Making nuisance phone calls.

Causing a nuisance, annoyance or disturbance by:

- Failing to control the behaviour of your children.
- Offensive drunkenness.
- Playing loud music or television.
- Loud arguing or shouting.
- Banging and slamming doors.
- D.I.Y. or using household appliances at unreasonable hours.
- Repeatedly playing ball games against someone else's property or in a communal area.

Using the property or the locality for:

- The purposes of prostitution.
- Selling, dealing, making, growing or storing illegal drugs.
- Illegal making, downloading, dealing, distributing or importing pornographic or obscene material or computer image.
- Smuggling goods, materials, animals or people.
- Keeping or using an illegal or unauthorised firearm or offensive weapon.
- Activities related to the incitement of racial hatred including storing or displaying offensive items or materials.

Issues addressed under the 'Use of Property' section in this agreement may also be acted on as antisocial behaviour. For example:

- Failing to keep the property in good condition.
- Not getting rid of rubbish and unwanted items in a proper way.
- Dog fouling or barking.
- Keeping unsuitable animals.
- Operating a vehicle repair or sale business from the property or locality.

Please note that these are examples of antisocial behaviour and does not mean we cannot take action on behaviour, or other sections of this agreement, not listed here.

## **B. Examples of action we could take against antisocial behaviour:**

- Offer mediation services.
- Ask a court to grant an injunction against those causing the problem.
- Use an Acceptable Behaviour Contract.
- Ask a court to grant an Antisocial Behaviour Order against those causing the problem.
- Refer the problem to, or work with, other agencies such as Social Services, Environmental Health Services or the Police. These agencies can then use their own powers including fines, seizing of goods or tackling parenting issues.
- Ask a court to end the tenancy of, and evict, the tenant where someone is causing the problem by their antisocial behaviour.

## **C. Behaving in an antisocial way can affect your future housing situation:**

- We are unlikely to find you another permanent home if you are evicted because of antisocial behaviour, even if you have children or dependants.
- If a record of antisocial behaviour is built up during your tenancy then you stop being our tenant, you may in future be excluded from applying for rehousing with us or we may give your application less priority.

## List of Definitions

Acceptable behaviour contract (ABC)	A written agreement between a person, the police and the council.
Animal	Includes mammals (e.g. dogs, cats, rabbits), birds, reptiles, fish, insects, spiders and amphibians.
Antisocial behaviour order (ASBO)	An Order made by the Court under Section 1 of the Crime and Disorder Act 1998.
To assign your tenancy	To pass over your tenancy agreement to another person by way of an 'assignment'. This can only be done in very limited circumstances. The Tenants Handbook gives further details.
Breach	If you break any of the terms of your tenancy (of Tenancy Conditions/Agreement) agreement then you are "in breach" of your agreement with the council. A breach of your tenancy agreement can lead to the loss of your home.
Charge	The cost to the council of carrying out any works including interest on late payments, an administration charge, VAT and court costs. The cost of repair works is calculated with reference to a schedule of rates which is available to inspect at your Local Housing Office. They are usually dealt with by a 'Maintenance Recovery Charge'.
Communal areas	Parts of the council estate and blocks of flats which all tenants and residents can use. This includes stairwells, landings, balcony, walk-ways, lifts, amenity areas, bin stores, shared gardens and lawns.
Conditions of your tenancy	See tenancy conditions.
Council (as in 'the council')	Southampton City Council.
Estate (as in 'Your estate')	Upon death any belongings or money owned by a deceased person are called his or her estate.
Evict/eviction	If you have been ordered by the court to give the property back to the council and you do not leave, the council will ask the court bailiff to remove you (evict you) from the property. This is called an eviction.
Fixtures and fittings	Any installations in the property including kitchen units, fire places, airing cupboards and all those installations for supplying or using gas, electricity or water.
Flexible tenancy	A tenancy which gives the tenant(s) many rights and also responsibilities. These include the right to live at the property. Only a court can take the right to live in the property away from a flexible tenant.
Garden	All of the garden including lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.

Housing service	The services provided specifically to you as a tenant by the council.
Injunction	An order of the court preventing someone from doing certain things or making someone do specified things.
Locality	Everything, including all land, houses, shops and roads, within a reasonable distance of the property.
Maintenance recovery charge (MRC)	The amount you have to pay to the council for work to be carried out to or at the property or other council owned land or property because of something you, or people living at or visiting the property, have done or not done. This charge is calculated by reference to a schedule of rates which is available to inspect at your local housing office. It will also include an administration charge, VAT, any court costs and interest on late payments.
Mutual exchange	Swapping tenancies with another local authority or housing association tenant. Anyone doing this must first have the written permission of both parties landlords.
Notice of seeking possession (NOSP)	A notice served on a secure tenant as the first stage of the council taking the property away from the tenant. This notice can either be served on the tenant in person or on the property, including by being put through the letterbox.
Notice to quit (NTQ)	This can be either of the following: <ul style="list-style-type: none"> <li>• A notice served by the council to end the right of people who are not secure tenants to live in the property. This notice can either be served on the tenant in person or on the property, including by being put through the letterbox.</li> </ul> <p>OR</p> <ul style="list-style-type: none"> <li>• A notice given by the tenant, or one tenant of a joint tenancy, stating that they wish to give up the tenancy. A notice to quit served by one person of a joint tenancy acts for all the joint tenants of the property.</li> </ul>
Notice of variation	A notice served by the council to change the terms of your tenancy.
Permission	Means a letter from the council giving you permission to do certain things.
Legal permissions	Will include planning permission, building regulations consent, health and safety permissions, licences and various insurances (including public liability insurance) that you may need to do certain things at your property.
Possession/possession proceedings	The legal work and process used when the council is going to ask the court to take the property away from you.
Property (as in “the property”)	The property you live in including any garden, yard or balcony but not including any shed areas in blocks of flats.

Registered assistance dog	<p>A dog provided and trained by the relevant organisation to assist people who are blind, deaf or otherwise disabled, i.e.</p> <ul style="list-style-type: none"> <li>• Guide dogs for blind people.</li> <li>• Hearing dogs for deaf people.</li> <li>• Support dogs for disabled people.</li> </ul>
Rent	<p>The whole charge you have to pay to the council to live in the property. The rent is made up of different parts, for example heating costs (the 'heating charge') and support service costs (the "support service charge"). You must pay all your rent to continue to live at the property.</p>
Sheltered housing	<p>Sheltered housing is independent accommodation for older people within an integrated complex. There is a warden service that provides support, advice and a link in co-ordinating services for older people.</p>
Subletting	<p>Giving someone else the right to live at the property. We do not allow the subletting of the whole of a property.</p>
Succession	<p>This can only happen on the death of a tenant. When a tenant dies a family member living with them may qualify to 'succeed' to the tenancy and become the tenant – but only in certain circumstances.</p>
Support services	<p>These are services that are aimed to enable those residents who receive them to live independently.</p>
Tenancy conditions	<p>All the conditions, rules, regulations and responsibilities contained in this tenancy agreement which both the tenant and the council must keep to.</p>
Us/we/our	<p>Southampton City Council (Housing Services).</p>
Vehicle	<p>A car, bus, lorry, van, motor-home, caravan, boat, motorbike, moped or similar.</p>
You	<p>The tenant and, in the case of joint tenants, one or all of the joint tenants.</p>





This written information is available on request in other formats or languages. Please contact your local housing office for help.

[www.southampton.gov.uk](http://www.southampton.gov.uk)

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