



CYNGOR

*Sir Ddinbych*  
*Denbighshire*  
COUNTY COUNCIL

*Housing Services*  
*Tenancy Agreement*



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## **TERMS & CONDITIONS OF TENANCY INTRODUCTORY TENANTS**

**If you are an introductory tenant** you are subject to 12 months probationary period and you have fewer rights than a secure tenant. You will obtain these rights when you become a secure tenant.

**You must comply with the terms & conditions of tenancy contained with this agreement.**

During the introductory tenancy period you will **NOT** have the following **RIGHTS**:

- The right to take in lodgers.
- The right to sublet part of the property.
- The right to exchange.
- The right to improve the property.
- The right to claim compensation for improving the property.
- The 'Right to Buy' (although the 12 month probationary period will count towards the right to buy discount once the tenancy becomes secure)
- Security of tenure.

Introductory tenants have similar rights to secure tenants in relation to:

- Right to repair
- Right to succession
- Right to assign (but only with the permission of Denbighshire County Council)
- Right to information, consultation and participation

# TENANCY AGREEMENT

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## INTRODUCTION

**This introduction is NOT PART of your tenancy conditions with Denbighshire County Council. It is intended to help you understand their importance.**

- ❖ The tenancy agreement is a legal contract between someone who rents their home (the tenant) and the organisation or person they rent from (the landlord). In your case the landlord is the Council.
- ❖ When you sign a tenancy agreement with the Council you are asked to agree to the Conditions of Tenancy. It is important that **you know and understand** what you are agreeing to. If you are unsure, please ask a Housing Officer to explain anything you don't understand.
- ❖ Your tenancy with the Council will be a **secure tenancy**. This means that the Council is not allowed to end your tenancy without good reason or **grounds**, and even then, it must give you notice and apply to the Court for an order to evict you. **If you break a tenancy condition, the Council may have grounds to seek an injunction in which the court can order you to keep to your tenancy conditions. There are some circumstances (for example, cases of noise nuisance) where you may also be breaking the law and the Council will take any appropriate action in its power against you to prevent it.**
- ❖ **The Council has responsibilities** to perform its obligation in the tenancy conditions. The majority of these are responsibilities to keep your home in a reasonable state of repair.
- ❖ You also have a number of responsibilities which include paying your rent, looking after your dwelling and the garden and behaving in a reasonable way, which will not upset other people living near you.
- ❖ If your tenancy is a **joint tenancy** the Council can enforce the tenancy conditions against both or all joint tenants **together** or as **individuals**.
- ❖ The responsibilities on both the tenant and the Council are **legally binding**. Your tenancy conditions are part of the legal agreement you make with the Council when you accept your tenancy. You are advised to read them and keep them in a safe place.

## **YOUR RENT**

1. Rent is due weekly in advance on a Monday. In some cases in sheltered housing rent includes charges for heating and the Concessionary Television Licence
2. If you do not pay your rent we can go to court to evict you from your home. If you have any difficulty paying your rent you should contact a Rent Officer in the Finance Department immediately.
3. If you are joint tenants you are each responsible for all the rent and all the rent that is owed. We can get back all the rent that is owed for your home from any joint tenants. So if one tenant leaves the other tenant or tenants are responsible for any rent that may still be owed.
4. The Council may increase or decrease the rent after giving you at least four weeks notice in writing.
5. You must produce your rent card if the Council needs to make any changes or carries out a check.
6. If you ask, the Council must give you an up-to-date record of your rent account. The Council will also send you a record of your rent account every 6 months.

## **REPAIRS AND IMPROVEMENTS**

### **The Council's Responsibilities**

1. The Council are responsible for maintaining the structure and outside of your home and will repair:

- Roofs, foundations, outside walls, outside doors
- Drains, gutters, external pipes
- Window frames, window sills
- Pathways, steps, other entrances to the building, fences
- Chimneys, chimney stacks

Inside your home the Council will repair:

- Plumbing systems including pipework, tanks, stopcocks, taps, cisterns, toilet fittings
- Internal doors, internal door frames, skirting boards, kitchen cupboards
- Central heating systems, immersion heaters
- Electrical wiring, plug sockets, light fittings, switches

In shared areas of blocks of flats, we will maintain:

- Stairways, corridors, entrances
- Shared facilities including television aerials, door entry systems, common area lighting, bin areas

2. The Council will decorate the outside of your home and the shared areas of flats regularly.

3. The Council must carry out repairs with set timescales. We will always keep you informed as to what the timescales are. When you report a repair, we will put the work into a category depending on how urgent it is.

### **Your Rights**

4. You have the right to get repairs done on time. In some cases you have a legal right to repair. Ask at the Housing Department for more information.

5. If we fail to carry out our responsibilities under this agreement, you may take legal action against us if the problems are likely to cause injury to health or are a nuisance as defined in law.

6. You have the right to put in your own improvements such as central heating, a shower or a gas fire. But you must get our written agreement before you do any work like this. We may apply some reasonable conditions when we give our permission. We will not refuse permission unless there is a good reason.

7. You have the right to claim compensation for certain improvements that you have made to your home. The improvements must have been made after 1<sup>st</sup> April 1994. We will pay this compensation at the end of your tenancy. You cannot claim compensation if we have taken responsibility for the repair and maintenance of the improvement. You must also have received written permission to carry out the improvement before you did the work. Ask for details at the Housing Department.

## **Your Responsibilities**

8. You must report any faults or damage immediately to us.
9. You must repair or replace any item that is damaged deliberately (smashed windows or broken doors for example). If you do not repair or replace the item, we will do work and charge the costs to you. In the case of criminal damage the Council may pursue the offender for the cost of the repair if they have been convicted of an offence of causing the damage.
10. You are responsible for minor repairs as listed below but we may be able to help if you are over 60 years of age or severely disabled:
  - Plugs and chains for sinks, baths and wash hand basins.
  - Toilet seats and covers
  - Chimney sweeping (chimneys should be swept twice a year for safety and efficiency)
  - Grate bottoms within twelve months of renewal
  - Change of locks if keys are lost
  - Cost of gaining entry if you are locked out
11. You must test smoke detectors regularly and replace batteries in battery-operated smoke detectors when necessary. We may help you if you are elderly or have a disability. Ask the Housing Department.
12. You must allow Officers of the Council or people sent by us into your home at all reasonable times so that they may inspect its condition, or carry out repairs and improvements.

If we think there is an emergency, access can be gained to your home immediately. If you refuse entry you could be putting yourself and your neighbours at risk.

**REMEMBER:** Never let anyone into your home without seeing their official identification.
13. You must keep the inside of your home in a clean condition and you are responsible for decorating the inside. You must not apply textured plaster such as Artex, to walls without getting our written agreement. You must not fit polystyrene tiles on the walls or ceilings.
14. You are responsible for repairing and maintaining you own appliances such as cookers, gas fires and any improvement you have put in yourself (unless you have an agreement for us to repair and maintain it). You must make sure that your own equipment meets current safety standards or regulations.
15. You must not take down walls or make any changes to your home without getting our written agreement.

16. You must get our written agreement to change or add any fixture including satellite dish or CB aerial.
17. You must not put up or take down garden walls, fences or hedges without getting our written agreement.
18. You must not put up boundary walls, fences, hedges or structures on an open-plan estate. An open-plan estate is generally considered to be an estate (or part of an estate) where tenants do not have enclosed gardens and areas around tenants homes are maintained by the Council.
19. You must not put up structures such as sheds, garages, pigeon lofts or any other construction on your property without getting our written agreement.
20. You must get our written agreement to build a hardstanding (a driveway or a paved area you are going to park on). The hardstanding must be built with a dropped kerb and, if needed, a grass verge crossing.
21. You must get our written agreement to install a water meter or any system which involves a water payment card.
22. If you make an improvement or change your home without our written agreement, we may tell you to return the property to how it was before. If you do not, we do the work and charge you for it.

**BEHAVIOUR –**  
**YOUR RESPONSIBILITY TO THE COMMUNITY**

**Your Responsibilities**

1. You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for everyone, in your home, on surrounding land, in shared areas (places such as stairs, landings, entrance halls, communal grass and garden areas, yards and parking areas which you share with other tenants), in the area around your home or on any of our premises.
2. You and the people you are responsible for must not cause or be likely to cause a nuisance, annoy or distress anyone.

Examples of activities which may cause nuisance, annoyance or distress include:

- **loud music or loud noise** from a TV, radio, hi-fi or musical instruments
  - **loud arguing and shouting and door slamming**
  - playing **ball games**
  - **dog** barking and fouling
  - **offensive, abusive and threatening** behaviour
  - **dumping** of rubbish
  - **vandalism** of property
  - repeated **repairing** of vehicles etc.
3. You must not use, or allow the dwelling and communal parts of the building to be used, for any **illegal** or **immoral** activity.

Examples of such activities are prostitution, selling drugs, drug abuse and/or other criminal activities. The Council have an agreement with the North Wales Police to share information on such activities and both the Police and the Council are committed to taking strong action where necessary.

4. You must not **harass** the occupiers of neighbouring properties.

Examples of harassment include:

- **racist** behaviour or language
- using or threatening to use **violence**
- repeatedly using **abusive** language
- **damaging** or threatening to damage another person's home or possessions
- writing threatening or abusive **graffiti** or letters
- **intimidation** etc.

5. You must not use **dangerous weapons** such as any type of gun or rifle, catapult laser pens or crossbow, in your home or in the area around your home or on any of our premises.
6. You must not use abusive language or threatening or violent behaviour towards **Council Employees** or **Members of the Council** carrying out their duties.
7. You must ensure that all **refuse** and unwanted household items are disposed of in a safe and hygienic manner.
8. You must not interfere with security and safety equipment.
9. You must not park any vehicles which cause an obstruction to other people or their vehicles.
10. You must not drive, ride or park any vehicles on grassed verges, greens or footpaths.

### **The Council's Responsibilities**

1. We will give you confidential help and advice if you report a nuisance or harassment. We will look into your complaints and decide what action to take.
2. If you wish to make a formal complaint this should preferably be in writing. This will provide us with evidence if and when any legal action becomes necessary.
3. We will always visit anyone who makes a formal complaint within 3 working days. If further action is required this will initially involve visits and/or letters to the other party or parties involved.

**NOTE** – The Council is not prepared to tolerate anti-social behaviour. Where necessary the Council will use legal remedies, including court action for repossession and injunctions to prevent such problem recurring.

## **USING YOUR HOME**

### **Your Responsibilities**

1. You must make sure that the home is your only or principal home.
2. You must keep your garden tidy by cutting the lawn and trimming hedges regularly. Trees and shrubs must be kept pruned.
3. You must not store any inflammable material or gas in your home except where it is reasonably needed for normal domestic use, in which case it must be stored safely.
4. You must keep shared areas e.g. halls, landings, staircases etc. in blocks of flats, tidy and free from obstructions.
5. You must not run a business from your home or any garage or outbuilding which is within the boundaries of the property without getting our written agreement.
6. You must not carry out major car repairs or park an illegal or unroadworthy vehicle on the land around your home, on the road or any shared area.
7. You must not store any type of industrial equipment or large car parts such as engines or wheels in your home.
8. You must not park a vehicle on your property unless you have a hardstanding (a driveway or paved area you park on). The hardstanding must be built with our agreement, with a dropped kerb and, if needed, a grass verge crossing. You must not park a caravan, motor home, boat trailer, or large commercial vehicle on the garden, driveway, paved area around your home, on the streets or on any shared parking areas unless you have our written agreement.
9. You must not keep any animal that we decide is not reasonable for your home. If you are in any doubt at all, ask at the Housing Department.
10. Your pets must not annoy, frighten or cause a nuisance to other people and you must keep them under control at all times. You must not let your dog foul in shared areas and public places.
11. You must not keep more than a reasonable number of animals. When we consider what a reasonable number is, we will take account of the neighbourhood, the type and size of your home, the number of people who live in your home and the type and size of your pet.

12. If you keep dogs classed as dangerous by the Dangerous Dogs Act 1991, you must keep to the Act.
13. You must not keep any pet in poor or unclean conditions.

## **Your Rights**

1. You have the right to take in lodgers. A lodger is someone who lives with you, shares your facilities but cannot stop you going into any of the rooms they use. They may get some sort of service from you such as cooking or cleaning. You do not need to get our permission, but you should tell us if you have a lodger.
2. You have the right to sublet part of your home, but you must get our written agreement first. A subtenant is someone who has their own self-contained part of your home, they share your facilities, but can stop you going into their part of your home. They will usually do their own cooking and cleaning. You can't sublet the whole of your home.

## **ENDING YOUR TENANCY AND LEAVING YOUR HOME**

1. You must give the Council at least **4 weeks notice** in writing when you want to give up your tenancy. The notice must be signed by you. If you are joint tenants, either or any one of you can end the tenancy by giving the written notice which will be binding on both or all of you. Following the death of a tenant and when there is no one still resident in the property the 4 week period will be waived and the Council will receive vacant possession within a reasonable time.
2. The **last day** of your tenancy must be a **Sunday**. You must return the keys to the Council before 12 noon on the Monday following the last day of the tenancy. If you fail to do this, additional rent will become payable.
3. At the end of your tenancy you must give the Council **vacant possession** of the dwelling. You must clear the dwelling of all your furniture and belongings, leave it in good repair and in a clean and tidy condition and return the keys to the Council. If you don't, the Council may charge you for:
  - costs of clearing the property or garden
  - cleaning it
  - repairing any damage or neglect
  - replacing any fixtures or fittings which you have removed and not replaced with alternatives of a reasonable and similar standard
  - changing the locks
4. Any applicant who owes rent arrears or who still owes money having been recharged work outlined above will not be entitled to be registered on the waiting list unless they pay the amount owing or make an agreement to pay over a period which is acceptable to the Head of Housing Services and Head of Finance.
5. If the Council wishes to end your tenancy it must give you a **legal notice**. The notice will be considered as having been served on you if it has been delivered to the address at which you are the tenant.