

Tenancy Agreement

Housing Management

Welcome to your new home

Brighton & Hove 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 is a legal document and sets out both your responsibilities and rights as a tenant and those of the council as your landlord. If you fail to comply with a tenancy condition Brighton & Hove City Council have the right to take legal action.

It is important that you understand this tenancy agreement as it sets out the conditions of a tenancy with Brighton & Hove City Council. You have the right to get independent legal advice from a solicitor, Citizens Advice Bureau or a law centre if you are unsure about signing this agreement or would like advice about your rights and responsibilities.

Key information on your Tenancy Agreement can be found in the Tenant Handbook and the Repairs & Improvement Handbook. Please go to www.brighton-hove.gov.uk/council-housing or contact Housing Customer Services for further information.

This is an important legal document. Please keep it safe.

Type of tenancy

If you are not currently a secure tenant, you will be an introductory tenant for the first year of your tenancy with the council.

If you transfer from another of our properties, you will continue to be a secure tenant unless you are still in the first year of your introductory tenancy. In this case, your introductory tenancy continues at the new property until the end of the first year.

Your type of tenancy is indicated below.

- You have an Introductory Tenancy** with us, which we have given you under the Housing Act 1996. It will last one year until ____ / ____ / ____ . After this date, it will automatically become a secure tenancy unless we have applied to court to gain possession of your property or your introductory tenancy has been extended for a further six months.
- You have a Secure Tenancy** with us, which we have given you under the Housing Act 1985 (as amended).

Joint tenancies

If you are signing this agreement with someone else - such as your husband, wife, civil partner or partner or in some cases a family member - you will be a joint tenant. In joint tenancies, each tenant is jointly and individually responsible for all of the conditions of this agreement.

This means that if one tenant leaves the home, both tenants remain responsible for the conditions of the tenancy until the tenancy is ended.

DRAFT

Contents

1. Introduction	4
Data Protection & Information sharing	4
Tenancy conditions	4
2. Your rent and other charges	5
Our responsibilities	5
Your responsibilities	5
3. Repairs, maintenance and improvements	6
Our responsibilities	6
Your responsibilities	6
Access to your home	7
4. Living in your home	8
Our responsibilities	8
Your responsibilities	8
Tenancy Fraud	8
Purchasing another property	8
Lodgers and sub tenants (secure tenants only)	8
The right of assignment / the right to exchange	8
5. Being a good neighbour	9
Our responsibilities	9
Your responsibilities	9
General nuisance and behaviour	9
Parking	9
Harassment	9
Domestic violence and abuse	10
Violence	10
Pets and other animals	10
Shared areas	10
Gardens	10
6. Seniors and extra care housing	11
Our responsibilities	11
Your responsibilities	11
7. Ending your tenancy	12
When you decide to end your tenancy	12
When we want to end your tenancy	12
Death of a tenant	13
The right of succession	13
8. Your Rights	14
a Right to live in the property	14
b Right to be consulted	14
c Right to see your housing records	14
d Right to repair	14
e Right to make improvements (secure tenants only)	14
f Right to compensation for improvements	14
g Right to buy (secure tenants only)	14
h Right to manage	14
i Right to take in lodgers (secure tenants only)	14
j Right to sublet part of your home (secure tenants only)	14
k Right of assignment / the right to exchange	14
l Right of succession	14

1. Introduction

As a council tenant, you have a number of legal rights including the rights to see your personal housing file. We have summarised these in 'Section 8 – Your Rights' at the end of this agreement and indicated where these rights apply to introductory and secure tenancies.

Data Protection & Information sharing

Any personal information you give us – verbally, in writing or in person - is held securely. Information collected for one purpose may be used for another purpose by the council unless there are legal restrictions preventing this. Using your information in this way helps us to deliver more efficient services. We will not share your information with third parties for commercial or marketing purposes.

We may share your personal information with other agencies (for example law enforcement agencies or utility companies) where the law requires us to or where it is appropriate to support our duty to protect public funds and/or detect and prevent fraud. For more details on how the council holds your personal data please see our website at www.brighton-hove.gov.uk/privacy or write to the council's Data Protection Officer, Bartholomew House, Bartholomew Square, Brighton BN1 1JP.

Tenancy conditions

The tenancy conditions represent responsibilities you have as a tenant and those we have as a landlord. This agreement does not remove any rights you or we have which are set out in the Housing Acts or other law and that apply now or in the future.

In these tenancy conditions, 'we', 'us', or 'our' refers to Brighton & Hove City Council. 'You' refers to you the tenant or, in the case of joint tenancies, you and the person with whom you have signed this agreement. You are responsible for the behaviour of all members of your household, including your children and any lodgers, subtenants or visitors ('they').

In the tenancy conditions, when we refer to 'your home' or 'the property', we mean the premises you live in including any garden, balcony, parking area or storage area that is used by you. 'Shared areas' include stairs, lifts, landings, entrance halls, paved areas, communal gardens, bin stores, and other areas that can be used by more than one person living in the same building.

Where we refer to 'Seniors Housing' this is the name for Brighton & Hove City Council's sheltered housing service (sometimes known as retirement, sheltered or warden assisted housing). 'Extra Care Housing' is similar to Seniors Housing but with social care provision on site. It allows people to live independently while getting the care and support they need.

Most of the tenancy conditions are the same for introductory and secure tenancies, but some conditions only apply to one or the other. There are also some additional conditions for tenants living in Seniors and Extra Care Housing. We have indicated where this is the case in this agreement.

2. Your rent and other charges

Our responsibilities

- a** We will provide you with details of your weekly rent and any other charges you need to pay.
- b** We may increase or reduce your rent and other charges. If this is going to happen, we will give you at least four weeks' notice in writing after which the changes in your rent will be implemented. This usually takes place in April each year in line with government guidelines.
- c** We will consult with tenants before new services and charges are introduced.

Your responsibilities

- d** You must pay your rent and other charges on or before the date they are due. The rent and other charges are due on Monday every week. If you choose to pay fortnightly or monthly you must pay in advance. Examples of other charges include, but are not limited to, Seniors intensive housing management charges, cleaning charges and gardening charges.
- e** If you have a joint tenancy, each joint tenant is responsible for paying all of the rent, other charges and any outstanding arrears. Even if one joint tenant leaves, both tenants will still be responsible for the full weekly charges for the property and any outstanding arrears until the tenancy is ended.
- f** If you do not pay any amount you owe us when it is due, we may serve you notice that we will apply for a court order to regain possession of your home. If we do this you will normally have to pay our legal costs and court fees on top of the full amount you owe us.
- g** You must pay any housing debt accrued from previous tenancies you have held with us in accordance with any repayment agreements. The consequences of non-payment are included in the Tenant Handbook.

3. Repairs, maintenance and improvements

Our responsibilities

- a** We are responsible for keeping the following in repair and working order:
- the structure and outside of your home including but not limited to drains, gutters and pipes
 - all fixtures and fittings, pipes and connections for supplying water, gas and electricity (please note that meter connections are a tenant's responsibility)
 - all equipment for sanitation including basins, sinks, baths and toilets provided by the council
 - all kitchen units and worktops provided by the council
 - all equipment that provides heating and hot water

If you live in a flat, we will keep the shared areas clear and service installations i.e pipes, cables etc. clean and in a reasonable state of repair. This includes but is not limited to all communal areas such as entrances, door entry systems, halls, stairways, lifts, passages and lighting.

- b** We will decorate the outside of your home and shared areas when necessary.
- c** We will keep communal grounds and landscaped areas reasonably clear and tidy.
- d** We will insure the structure of our buildings and our fixtures and fittings against loss or damage caused by certain risks. You are responsible for insuring your contents and belongings in your home.
- e** We will carry out repairs for which we are responsible within a reasonable time, giving priority to emergency repairs.
- f** We must carry out certain urgent or 'qualifying' repairs within a set time. If we do not complete them within a certain time you may have the right to do the work yourself and charge us for the work.

Your responsibilities

- g** You must keep your home, including fixtures and fittings, clean and in good condition and make sure that other members of your household and people visiting you do the same.
- h** You are responsible for minor repairs and you should decorate all internal parts of your home as often as is necessary to keep them in good decorative order. You will find more details on this in the Repairs & Improvement Handbook. Exceptions are made in some cases for people over 70 years of age, people with a disability and Seniors housing tenants. Please contact the repairs helpdesk for further advice on your individual circumstances.
- i** You must keep your home adequately ventilated to ensure that you do not cause condensation. You are responsible for the treatment of mould and/or condensation caused by lack of ventilation and heating.
- j** You must get our written permission before you carry out improvements or alterations to your home. You must apply in writing, and give full details of the work you want to carry out. You must also obtain planning permission and building control consent if required. It is your responsibility to put right any damage or unauthorised alterations to the property. If you do not, you may be recharged by the council.
- k** You and anyone living with or visiting you must not interfere with any fixture or fittings for electricity or gas supplies.
- l** You must take reasonable precautions to prevent flood damage from water leaks in your home and report any water leaks as soon as they occur.
- m** If you live in a flat or a maisonette above the lowest floor level you must put down a suitable floor covering, with adequate underlay or insulation underneath it, to make sure that any noise, excluding normal day-to-day noise, does not unreasonably cause nuisance to your neighbours. We will normally refuse permission for hard surface/solid wood/laminate flooring if you live in a flat or a maisonette above the lowest floor.

Your responsibilities continued

- n** In houses and bungalows, you may use the loft space for storage at your own risk. The loft space must not be used in flats for storage or living space. We will hold you responsible for any damage this causes to the property and we will not be liable for any damage caused to your possessions. You must allow us access to carry out fire risk assessments and to complete any repairs. You will need our written permission if you wish to use the loft space as a living area.
- o** If your property has solar panels systems fitted you must avoid storing goods around/near the power inverter units located in the loft space or in the airing cupboard. You must inform us if any power generation is interrupted or stops.
- p** You will normally be responsible for maintaining the fences between your garden and that of your neighbour. If you are not sure which fences are your responsibility, please contact the Housing Customer Services team for advice.
- q** If you or any member of your household or visitors cause any damage to the property or any shared areas, you will have to make good the damage or pay repair costs. If the damage was not caused by accident, the council will normally support any police prosecution that may follow.

Access to your home

- r** You must allow our officers and people we authorise into your home at reasonable hours to:
 - carry out annual servicing of the council's gas appliances under the Gas Safety (Installation and Use) Regulations 1998. If we have given you notice that we require access to your home to carry out annual servicing of the council's gas appliances and you do not provide this, we will force access to your home but will make sure we leave your home secure when we leave. You may be recharged for the costs of re-securing your property.
 - carry out any work that may be necessary to your home or adjoining properties
 - inspect, service and maintain any water tanks, electrical installations including fire detection equipment and solar panels
 - inspect the condition of your home
 - discuss any issues relating to your tenancy

We will give you reasonable notice of when access is needed - this will vary according to the urgency of the situation.

- s** In an emergency, and if we think there is a risk to your home, other properties or that people are in danger we will authorise immediate access to your home. For example if the property is in a dangerous structural condition or there are burst pipes or suspected water leaks which could damage your home or neighbouring properties.

4. Living in your home

Our responsibilities

- a We may provide, or help to arrange support services to help you to maintain your tenancy. These support services include support from the Tenancy Sustainment Team and referrals to specialist money advice services or other agencies.
- b We will not interfere with how you use your home as long as you keep to the conditions of this agreement.

Your responsibilities

- c You must live in your property as your main or only home. If you are a joint tenant at least one of you must live in your home as your only or main home. If you do leave your property you must provide us with a forwarding address and telephone number.
- d You must inform us in writing if you are, or expect to be, absent from your home for 28 consecutive days or more.

You must confirm the arrangements you have in place whilst away for rent payment and looking after the property.

- e You can use your home to run a business as long as we give you our permission in writing. We will refuse permission if we feel that the business is likely to cause a nuisance or annoy your neighbours or damage the property. You may also need planning permission.
- f You will need to notify us if you or a member of your household needs to store oxygen cylinders in your home for medical purposes.
- g You must not keep any portable oil or bottled gas appliances in your home. You must not keep any dangerous or flammable items in your home or in shared areas such as storage rooms, apart from those reasonably needed for general household purposes.

Tenancy Fraud

- h You and anyone who lives in your home must not commit tenancy fraud or attempt to commit fraud in respect of your tenancy. This includes unlawful subletting, and/or sub-letting for profit, committing benefit fraud and knowingly making a false statement or withholding information in order to obtain a tenancy.

Purchasing another property

- i During your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own or inherit a residential property or have another lease or tenancy.

Lodgers and sub tenants (secure tenants only)

- j You may take in lodgers or have members of your family living with you, as long as this does not cause overcrowding. The Housing Customer Services Team can advise you of the number of people that can live in your home.
- k You may sublet part of your home, **as long as you get our written agreement first**. You are not allowed to sublet the whole of your home. If you do sublet part of your home, you are responsible for the behaviour of your sub-tenant and their visitors, including any noise nuisance or damage they may cause.

The right of assignment/the right to exchange

- l Your tenancy may only be transferred to someone else (known as assignment) in the following circumstances:

If you are an introductory tenant

- By a Court Order.
- With our written permission, to a 'potential successor', meaning someone who would be qualified to take over your tenancy in the event of your death.

If you are a secure tenant

- Under the Right to Exchange, with our written permission, often referred to as a mutual exchange.
- By a Court Order.
- With our written permission, to a 'potential successor', meaning someone who would be qualified to take over your tenancy in the event of your death.

5. Being a good neighbour

Brighton & Hove City Council, together with its partners, is committed to tackling nuisance and anti-social behaviour in the city.

Our responsibilities

- a We will investigate any complaints of nuisance or harassment as necessary and will take appropriate action.

Your responsibilities

General nuisance and behaviour

- b You are responsible for the behaviour of all members of your household, including your children and any lodgers, sub-tenants or visitors ('they'). This applies in your home and in the shared parts of your block, estate and neighbourhood and at any council office.
- c You or anyone living with you or visiting you must not do or threaten to do anything which causes, or is likely to cause, a nuisance or annoy someone else. Examples of anti-social activities which cause nuisance and annoyance include but are not limited to:
 - excessive television noise, loud music from radios, music systems, musical instruments and noisy parties
 - noise from DIY activities whether excessive or at unreasonable times
 - shouting and swearing
 - banging and slamming doors
 - dogs barking and fouling
 - dumping rubbish
 - vandalism and graffiti
 - illegal drug use

Parking

- d You or anyone living with you or visiting you must not store vehicles or vehicle parts in your garden.
- e You or anyone living with you or visiting you must not carry out non-routine vehicle repairs like paint spraying, or store unroadworthy vehicles in shared areas. You must not dispose of oil or oil-based paint down the drains.
- f You or anyone living with you or visiting you must not park any vehicle on a shared driveway or in a way that blocks access to other residents' homes or the road or causes a health and safety risk.

Harassment

- g You or anyone living with you or visiting you must not harass or threaten any other person (or group of people) at all and in particular not do so because of their age, disability (which includes mental health conditions) ethnicity/ race, gender reassignment, religion or belief, sex, sexual orientation, or for any other reason. Examples of harassment include but are not limited to:
 - physical violence or assault, threats of violence or violent gestures
 - using intimidating abusive or insulting words or behaviour
 - persistent and vexatious or offensive contact by post, telephone or any other means
 - damage or threats to damage property
 - stalking
 - displaying any notice which is visible outside your home that is inflammatory; offensive or defamatory
 - using social media to post any material which is indecent abusive offensive or false which causes needless anxiety or distress
 - allowing your property to be used as a platform for radicalism or extremist activities or to publish/broadcast hate messages
- h You or anyone living with you or visiting you must not use your home for any criminal or illegal activity. This includes but is not limited to:
 - use without prescription, grow or produce any drugs or substances covered by the Misuse of Drugs Act 1971 (or any other relevant act or regulations)
 - supply or offer to supply any of these drugs to another person or allow someone else to use your property to do this
 - possess any of these drugs with the intention of supplying them to another person
- i You or anyone living with you or visiting you must not keep firearms and other weapons or ammunition in your home, unless you are legally entitled to keep them and you have our permission in writing to keep them. If you have a legal firearm you must use and store it as set by law.

Domestic violence and abuse

- j** You or anyone living with you or visiting you must not use or threaten to use violence by using physical, mental, emotional, financial or sexual abuse against any other person living with you, anyone you have invited into your home, or anyone living in, or in the locality of, our properties. If you do and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to evict you from your home.

Violence

- k** You or anyone living with you or visiting you must not use or threaten to use violence, or use threatening behaviour to anyone in the area of your home or the area of our offices, including other residents, our employees, agents working on our behalf or other people visiting or carrying out lawful activities in the area of your home or our offices.

Pets and other animals

- l** You or anyone living with you or visiting you must not keep a dog, cat, bird, reptile or other animal in your home without our written permission. Permission will be required for each animal in line with our agreed Pets Policy details of which can be found on the council's website.
- m** Your pet(s) must not annoy or frighten other people, nor must you allow your pet to foul shared areas. If nuisance occurs, we will normally withdraw our permission for you to keep your pet.
- n** If you are found guilty of cruelty or neglect towards an animal we may take action to end your tenancy.
- o** You or anyone living with you or visiting you must not do anything to encourage pests, vermin or animals that may cause a nuisance or damage at your home or in the shared areas. Examples of this include but are not limited to feeding wild pigeons and seagulls and not disposing of rubbish properly.

Shared areas

- p** You or anyone living with you or visiting you must co-operate with us and your neighbours to keep any shared areas clean and tidy. All shared areas and emergency exits must be kept clear at all times.
- q** You must contact us before purchasing each and every mobility scooter, in order to obtain permission and to discuss safe storage options. It is your responsibility to find a suitable location to store any scooter(s). We will take action to remove any items left in shared areas, without our permission, including mobility scooters and apply appropriate charges for removal, if this becomes necessary.
- r** You or anyone living with you or visiting you must not smoke in any enclosed shared areas.
- s** You or anyone living with you or visiting you must not interfere with fire safety equipment or security equipment in shared areas, such as door entry systems and closed circuit television equipment. You must take reasonable steps to keep security and communal doors shut at all times.

Gardens

- t** If you have a garden, patio or balcony, you must keep it tidy. You must not dump rubbish in the garden, including household items or vehicle parts. You must not allow any garden plants, trees or shrubs to grow onto or over neighbouring land. If you fail to keep these areas tidy we may do the remedial work and you may have to pay our costs.

6. Seniors and Extra Care housing

This section of the agreement only applies to Seniors and Extra Care housing tenants, and is in addition to all other conditions of tenancy.

Our responsibilities

- a** We will offer you a wellbeing call service (at least once per week). If you do not respond the service will seek to make contact with you to check on your wellbeing. This could include entering your home. We will offer a longer review meeting at least once per year so we can enable you to live independently in your home.
- b** We will carry out a fire drill at least once per year.
- c** We will offer you the opportunity of attending a scheme meeting at least four times per year.

Your responsibilities

- d** You must use any communal facilities such as the communal lounge, garden, laundry and guest room, within the guidelines of the scheme as explained to you by the Scheme Manager when you move in.
- e** You must tell us if you need additional support to help maintain your independence.
- f** You must engage with support offered to you where this is necessary or recommended to help support your tenancy and independence. This includes engaging with the Scheme Manager and the call service offered. This support may also be provided by the service or a third-party organisation such as Adult Social Care or Health Service.
- g** You must tell us if you are going away for more than one week.
- h** You must not misuse the community alarm equipment provided, such as making excessive and/or unwarranted calls. You must allow us access to your home in order to test or repair alarm equipment each quarter or when required.
- i** You accept that Seniors housing staff or on site care staff (Extra Care Schemes) can enter your home where they have a serious concern about your wellbeing.
- j** You must report to the Scheme Manager if you have reason to believe someone else is using your home for criminal or illegal purposes such as drug dealing.
- k** You must return all your keys, fobs (including those for electronically operated doors) and any pendant alarms you may have been issued with to the Scheme Manager by 12.00 noon on the Monday after your tenancy ends or the next working day after a bank holiday.

7. Ending your tenancy

When you decide to end your tenancy

- a** If you are a joint tenant, either tenant can end the tenancy by giving us notice and the tenancy will end for both joint tenants. If you wish to prevent this then you will need to take independent legal advice.
- b** You must give us at least four weeks written notice before you want to end your tenancy (or two weeks notice, if transferring to another Brighton & Hove City Council property). Your tenancy will normally end on a Sunday.
- c** If you return the keys without giving the required written notice, we may not accept this as an end to the tenancy.
- d** You must return all the keys you have been issued with to a Brighton & Hove City Council housing office by 12.00 noon on the Monday after your tenancy ends or the next working day after a bank holiday.
- e** If you return your keys later than this you will have to pay the full charges for the property until the end of the week in which you return them.
- f** You must pay the rent and all charges for the whole period of the notice, even if you have moved out and returned the keys before the Monday on which the notice period ends. If you fail to clear any outstanding rent and charges before you move out, we will normally take legal action to recover the debt.
- g** When you move out you must take all your belongings and rubbish with you, leaving your home, including any loft and garden in a clean and tidy condition. You must leave the property and the fixtures and fittings in a reasonable condition and state of repair.

- h** If you leave any belongings in the property when you move, you will be responsible for meeting the reasonable removal or storage charges for these. If you leave items behind that we must store, these items will be removed and stored for one month. We will notify you at your last known address that these items must be collected within one calendar month. If the items are not collected within one month, we will dispose of these items and charge you the reasonable cost of disposal. The reasonable cost of storage and disposal of goods will be deducted from any sale proceeds.
- i** You must not leave anybody living in your home when you move out, such as a lodger. If you do so, we will take court action to remove them from the property and you and your lodger may have to pay the costs. You remain responsible for the tenancy until the council has obtained vacant possession from you.

When we want to end your tenancy

j Introductory tenants

If you are an introductory tenant and we want to end your tenancy, or extend it for a further six months we will give you a 'Notice of Proceedings for Possession' or a 'Notice of Extension' whichever is appropriate. You can ask us to review our decision to end or extend your tenancy.

k Secure tenants only

If you are a secure tenant and we want to end your tenancy we will give you a 'Notice of Seeking Possession'. This notice will explain why we want to end your tenancy and tell you the date after which proceedings can be started. Proceedings may start immediately after service of a notice if we have to go to court relying on anti-social behaviour.

l Ending tenancies that are no longer secure

If you are an introductory tenant or secure tenant and no longer use your property as your only or main home, or you have sublet the whole of your property, we will end your tenancy by giving you a 'Notice to Quit'. This will give you four weeks notice ending on a Sunday or a Monday.

m Service of notices

Any notice given by us will be regarded as being sufficiently and properly served by any of the following methods:

- handing the notice personally to you
- sending the notice addressed to you at the property by first-class post or recorded delivery
- posting the notice by hand through the letterbox of the property
- attaching to the door of the property if it is secure/boarded up
- sending the notice to your last known address
- such other method as we reasonably believe will bring the notice to your attention

You should send us any notice (including legal notices) to Brighton & Hove City Council, Hove Town Hall, Norton Road, Hove, BN3 4AH

Death of a tenant

The right of succession

n If your tenancy began before 1 April 2012

In the event of your death, the tenancy may pass on to your spouse or civil partner, a joint tenant or a member of your family if certain conditions are met.

If your tenancy began after 1 April 2012

In the event of your death, the tenancy may pass on to your spouse or civil partner or a joint tenant or a co-habitee (a person living with you as if they were your spouse or civil partner) if certain conditions are met.

Housing & Planning Act 2016

After Chapter 6 of the Housing & Planning Act 2016 comes into force, all rights to succeed will be limited to a spouse, civil partner or co-habitee living with you (as if they were your spouse or civil partner). A new tenancy will be granted for a fixed term unless exceptions apply. The council will apply this law when it comes into force.

o Discretionary Succession

In certain circumstances if there has already been one statutory succession at the property or someone who is not entitled to succeed but had been resident with the tenant for at least 12 months prior to the death, we may offer a discretionary succession (to a suitably sized property). The full details of the conditions for discretionary succession can be found in the Tenancy Policy.

- p** If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession.
- q** If your tenancy passed to you when the previous tenant died, no one has the right to succeed or take over your tenancy.

For further information about succession please refer to the tenant handbook.

8. Your Rights

This section provides a summary of your legal rights, under the Housing Act 1985 (as amended). Where these rights only apply to secure tenancies we have indicated this.

a Right to live in the property

This agreement gives you the right, as a tenant, to live in the property without interference from us as long as you do not break any of the conditions of this agreement. If any of the conditions of this agreement are broken we may apply to the court to end your tenancy.

b Right to be consulted

We believe that it is important that you are involved in housing management decisions that affect you. We will consult with you about any changes to our policy or practice that may substantially change the housing service we provide to you, your home and your neighbourhood.

Except for changes to rent or any other charges, the terms of this agreement can only be changed if we give you written notice that we intend to alter the agreement. We will write to you and tell you about the changes we are proposing to make and give you the opportunity to comment. We will take your views into consideration before agreeing any changes and give you at least four weeks' notice before the change takes place. This tenancy agreement may also be changed where you and we agree in writing.

c Right to see your housing records

As a landlord, we hold information about you and your family in connection with your tenancy and your housing application. The Housing Act 1985 gives you the right to be given details of the information we recorded as being relevant to your application for accommodation. The Data Protection Act 1998 gives you, as a council tenant, certain rights to see your personal housing file so that you can check the details to make sure they are correct.

d Right to repair

You can ask us to make sure that certain small, urgent repairs (known as 'qualifying' repairs) are completed within a specified time. These are normally repairs that are likely to affect your health, safety or security. In certain circumstances you may get compensation if we fail to meet the requirements of the regulation.

e Right to make improvements (secure tenants only)

You have the right to improve your home as long as you get our written permission first. An improvement means an alteration or addition to your home. This includes, but is not limited to:

- the installation of CCTV cameras
- the installation of hard flooring such as laminate flooring
- building and electrical works
- conservatories, extensions and loft conversions
- any proposed changes to fire doors

You must apply for our permission and give full details of the work you want to carry out. You may also need planning or building regulation consent.

f Right to compensation for improvements

This scheme gives tenants the right to claim compensation for some authorised improvements that they have made to their home when they move out.

g Right to buy (secure tenants only)

Secure tenants have the right to buy their homes subject to certain criteria. The right to buy does not apply to Seniors housing or some specially adapted properties.

h Right to manage

You have the right to take over the management of your own home. This right can be taken by tenants forming a tenant management organisation in a particular block or estate.

i Right to take in lodgers (secure tenants only)

You may take in lodgers or have members of your family living with you, as long as this does not cause overcrowding.

j Right to sublet part of your home (secure tenants only)

You may sublet part of your home, as long as you get our written agreement first. You are not allowed to sublet the whole of your home.

k Right of assignment / the right to exchange

Please refer to Section 4 Living in your home, Clause l.

l Right of succession

Please refer to Section 7 Ending your tenancy, Clauses n to q.

Your Tenancy Details

Tenant copy
 Brighton & Hove City Council copy

This tenancy agreement is between:

Name(s) of tenant(s)

and Brighton & Hove City Council

The address and postcode of the property rented in this agreement is:

The weekly charges for the property at the start of your tenancy are:

• Rent	£	<input type="text"/>	• Laundry Service Charge	£	<input type="text"/>
• Heating	£	<input type="text"/>	• Sheltered Services	£	<input type="text"/>
• Intensive Housing Management	£	<input type="text"/>	• Lift Maintenance Charge	£	<input type="text"/>
• Ground maintenance	£	<input type="text"/>	• T.V. Aerial Charges	£	<input type="text"/>
• Cleaning services	£	<input type="text"/>	• Public Way Electricity	£	<input type="text"/>
• Water rates	£	<input type="text"/>	• Other charges (please specify)		
			<input type="text"/>	£	<input type="text"/>
			<input type="text"/>	£	<input type="text"/>
			• Total	£	<input type="text"/>

Housing debt from any previous tenancy:

You have to pay any housing related debt from a previous tenancy with us and must keep to any arrangement you make with us to repay the debt.

The names of the people who will live in the property are as follows:

Full name	Date of birth	Relationship to you
		Tenant

The maximum number of people allowed to live in your home is

Permission is given to keep the following pets:

Photographs of tenants



Permission is subject to you keeping to the terms of this agreement.

You have an introductory tenancy

You have a secure tenancy

The tenancy begins on under the conditions set out in this agreement.

The provisional date your introductory tenancy becomes secure is

By signing this agreement you are confirming the following:

- You have read and understood this tenancy agreement and agree to the conditions set out in this document.
- All information you have given us, and the information in your housing application form is true and has not changed. It is a term of this tenancy agreement that you (or anyone acting for you) must have not knowingly made a false statement or withheld information on purpose from us in order to obtain a tenancy. We will take legal action against anyone we discover has obtained a tenancy falsely

If this is a joint tenancy both tenants must sign below.

Tenant's signature:

Tenant's name:

Joint tenant's signature:

Joint tenant's name:

Date:

Signed for Brighton & Hove City Council by:

Name:

Job Title:

Signature:

Date: