

## PART 1 – GENERAL TERMS

1.1	<b>Purpose of document</b>	
	<p><i>This Agreement sets out the conditions of a Leicester City Council Secure, Introductory and wherever applicable, Demoted tenancy. It explains your legal rights, the duties the Council has as your landlord and the duties you have as a tenant.</i></p> <p><i>By accepting a tenancy with Leicester City Council, you agree to act in a tenant-like manner and:</i></p> <ul style="list-style-type: none"> <li>• <i>Abide by the conditions set out in this booklet Agreement;</i></li> <li>• <i>Pay your rent on time;</i></li> <li>• <i>Take good care of our property;</i></li> <li>• <i>Have consideration and respect for those living round you; and</i></li> <li>• <i>Have consideration and respect for those working on and behalf of the Council.</i></li> </ul> <p>If there is anything in these conditions that you do not understand, you should contact your local housing team or obtain advice from a solicitor, a law centre or Citizen’s Advice Bureau.</p> <p>Your responsibilities apply to you and any other person living in or visiting your home. Your tenant neighbours have exactly the same rights and responsibilities as you do.</p> <p>We will take photographs of all new tenants including: when a tenancy changes to a joint tenancy, where there is a succession or assignment and when tenants move home. Photographs help us to prevent social housing fraud, and for us to help you in the case of an emergency, for example fire flood etc.</p>	
1.2	<b>Definitions</b>	
	<p>You</p> <p>Us, we, the council</p> <p>Landlord</p> <p>Visitor (s)</p> <p>Property, dwelling, home.</p> <p>Shared areas, communal areas</p> <p>Obligations</p>	<p>Means the tenant, or if there are joint tenants both people.</p> <p>Leicester City Council.</p> <p>Leicester City Council.</p> <p>Any person visiting your home. This includes people who are visiting anyone else who lives with you.</p> <p>Means the property you live in, including any garden, communal and shared areas.</p> <p>Includes all stairs, hallways, corridors, lifts, entrances, foyers, lobbies, grassed areas, paved areas, yards, bin stores, bin chute rooms, parking areas, amenity spaces, courtyards and any other area that can be used by more than one person living in the same building or area.</p> <p>Something that either you or we must do.</p>

		Secure tenant (tenancy)	You are a secure tenant if you signed your tenancy agreement before October 2001 or you have had your tenancy agreement for more than 12 months (your probationary period has ended).
		Introductory tenant (tenancy)	You are an introductory tenant if you signed your tenancy less than 12 months ago (a probationary period) or less than 18 months if your introductory tenancy has been extended. You will have been told if this is so.
		Demoted tenant (tenancy)	You are a demoted tenant if we have replaced your secure tenancy through court action.
<b>1.3</b>	<b>Changes to Conditions of Tenancy</b>		
		<p>If we want to make any changes to your tenancy agreement (other than increasing the rent or other charges) we will consult with you. You will be given 28 days written notice.</p> <p>If we decide to change the terms and conditions of this tenancy agreement, we must give you at least 28 days' notice before carrying out these changes. This gives you the opportunity to end the tenancy before the changes come into effect if you choose to do so.</p>	
<b>1.4</b>	<b>Period of Tenancy Termination</b>		
	1.4.1	<p>If you want to end your tenancy you must give us at least four weeks' written notice. We may agree with you to accept less than four weeks' notice but you must discuss this with us before you plan to end the tenancy.</p> <p>If you do not give proper notice or vacant possession at the end of the tenancy you will continue to be responsible for the rent and other charges.</p>	
	1.4.2	<p>If you have a joint tenancy, either tenant can end the whole tenancy. A joint tenancy will end after four weeks' written notice of termination has been given by either or both of the joint tenants. Any remaining person will not have a legal right to continue to occupy the property.</p>	
	1.4.3	<p>Once we have received your notice of termination, it cannot be withdrawn.</p>	
<b>1.5</b>	<b>Rent and other charges</b>		
	1.5.1	<p>You must pay the Rent and housing costs.</p> <p>Rent and housing costs are due weekly and are payable in advance, and due on a Monday.</p> <p>We may, by agreement, allow you to pay your rent fortnightly, four weekly or monthly.</p> <p>Your home is at risk if you fail to pay the rent and housing costs due.</p> <p>At the beginning of your tenancy, we will inform you of the amount of the rent and housing costs which are payable for your property. We will give you 28 days' notice of any change in your rent. Our usual practice is to change the rent and other charges once a year in April. We can, however, change the rent</p>	

		at any time. You can end your Tenancy if you do not agree to the new amount of rent.
	1.5.2	Direct debit is our preferred method of payment.
	1.5.3	We will ask you for one week's rent in advance when you first sign for your property. If you fail to pay, we may not allow you to sign the agreement.
<b>1.6</b>	<b>Managing your rent account and housing costs</b>	
	1.6.1	Claiming and maintaining your benefit claim (including Universal Credit) is your responsibility.
	1.6.2	If you are receiving help towards your Housing Costs through any form of benefit or grant then it is your responsibility to pay the rent and other charges due to the Council.
	1.6.3	<p>If you are a tenant in receipt of a benefit that includes your housing costs element you must immediately:</p> <ul style="list-style-type: none"> <li>• Notify the council that you have made a claim and the date on which you expect your first benefit payment;</li> <li>• Notify the council of your National Insurance number to enable the council to provide information regarding your tenancy, your rent and service charge information directly to the Department of Works and Pension (DWP);</li> <li>• Cooperate and make yourself available to assist the council with any enquiries the council make with the DWP when trying to obtain information regarding benefit entitlements that cover your rent and service charges;</li> <li>• Provide your authority to allow the council to speak to the DWP on your behalf when required; and</li> <li>• Comply with any other reasonable request made by the council in respect of your benefit claim.</li> </ul>
	1.6.4	Failure to cooperate, or comply without good reason, to our request(s) may result in action being taken against you to end your tenancy, or other action to enforce the tenancy agreement.
	1.6.5	The Council may apply to have your rent and housing costs including arrears taken directly from your Universal Credit payment if required.
<b>1.7</b>	<b>Insurance</b>	
		You are responsible for insuring the contents of your home (your furniture and belongings). We are not responsible for loss of or damage to your possessions.
<b>1.8</b>	<b>Use of Self-Service On-Line Account and Communications</b>	
	1.8.1	Wherever possible you should use the Council's self- service on-line account. The Council will assist you in setting up the account. Once the account is set up you can use it to pay rent, request repairs and access other housing services. You must adhere to the terms and conditions of the On-line Account.
	1.8.2	<p>The Council's preferred methods of communication with you are:</p> <ul style="list-style-type: none"> <li>• Via the self-service account;</li> <li>• By email;</li> </ul>

		<ul style="list-style-type: none"> <li>• By 'phone; or</li> <li>• Through text messaging (SMS).</li> </ul>
	1.8.3	<p>If you need to contact us, to ask for permission, or for any other reason as set out in this agreement you can do so in the following ways:</p> <p>Call us on:           0116 4541000</p> <p>Write to us at:       Ian Marlow Centre 57 Blackbird Road, Leicester, LE4 0AR.</p> <p>My Account:         via the on-line portal.</p>
<b>1.9</b>	<b>Notices</b>	
	1.9.1	<p><b>Service of Notices Upon You</b></p> <p>We will serve any official notice in relation to your tenancy, this includes Notice of Seeking Possession, Notice of Possession Proceedings, Notice to Quit, Notice of Extension (for Introductory Tenancies) and Notice of Variation by using one or more of the following methods:</p> <ol style="list-style-type: none"> <li>delivering it to you personally;</li> <li>delivering it to your home;</li> <li>affixing it to the property;</li> <li>sending it by post to your home;</li> <li>sending it to you electronically (e.g. email);</li> <li>any other method approved by law.</li> </ol>
	1.9.2	<p><b>Service of Notices upon Us</b></p> <p>Any written notices or other correspondence about your tenancy must be served upon us:</p> <p>In Writing:        Director of Housing, Ian Marlow Centre, 57 Blackbird Road, Leicester, LE4 0AR</p>
<b>1.10</b>	<b>Permissions</b>	
	1.10.1	<p>Where these conditions require you to obtain our written permission for something, it will not be unreasonably withheld. If we do refuse permission, we will inform you of our reasons.</p> <p>You must have our prior permission so that we can protect our property and also to ensure that any work you do complies with technical regulations and our standards (for example gas and electrical regulations).</p>
	1.10.2	<p>If we give you permission this may have conditions attached to it. We do not normally charge you for giving you permission to do something, although you may incur costs to comply with a condition.</p>
	1.10.3	<p>We reserve the right to withdraw our permission if you do not comply with any of the conditions which we make or if a nuisance is caused, or if any alteration or addition becomes unsightly or a danger, or if the structure of the property is damaged or for any other reasonable reason.</p>
	1.10.4	<p>Even if we give our permission, you may still need to get planning or other permission and comply with building regulations and any other relevant regulations including gas, electricity and asbestos.</p>

		It is your responsibility to ensure that all relevant permissions are obtained, and to provide us with copies when these are reasonably requested.
	1.10.5	<p>If you do not obtain written permission where required, we may require you to remove unauthorised alterations, or take another action to put things right. If you do not comply with our request, we may take legal action such as an injunction or repossession of your home.</p> <p>Any costs incurred will be recharged to you.</p> <p>We may also pursue a civil debt action in the event that we have to put right any unauthorised alterations undertaken at your property.</p>
<b>1.11</b>	<b>Breach of These Conditions</b>	
	1.11.1	If you break any condition in this agreement we may take legal action against you, for example by obtaining a possession order, injunction, demotion order, an order suspending the right to buy of your home or by extending your introductory tenancy.
	1.11.2	We can repossess your home if you have given false information to obtain the tenancy and/or if someone has given us false information on your behalf to obtain the tenancy.
	1.11.3	You may be liable for our legal costs if action is taken to repossess your property or an injunction, demotion order, or an order suspending your right to buy is made against you.
	1.11.4	If you leave your home without telling us, we may consider the property as 'abandoned' and may take steps to end your tenancy and regain possession of the property. You may not be entitled to another property with us.
	1.11.5	Joint tenants are jointly and individually responsible for complying with these Conditions of Tenancy.
<b>1.12</b>	<b>Recharges</b>	
		<p>If we incur costs in carrying out work to your home for which we would not normally be responsible (for example putting things right after you have carried out an unauthorised alteration or clearing your garden, or at the end of your tenancy), we will recharge you in the following way:</p> <ul style="list-style-type: none"> <li>• The cost of the work plus;</li> <li>• VAT at the current rate plus;</li> <li>• A reasonable administration fee.</li> </ul> <p>Any recharges will be pursued in line with our debt recovery procedures.</p> <p>Should you fail to pay, we reserve the right to issue proceedings against you.</p>
<b>PART 2 – OUR OBLIGATIONS TO YOU</b>		
<b>2.1</b>	<b>Occupation – Living in Your Home</b>	
		We will not interfere with your right to live in the property so long as you comply with these Conditions of Tenancy, or unless the property is required for redevelopment or demolition, or we have a court order to recover possession.

		If the property is required for re-development or demolition you may be asked to move temporarily or permanently. You may be entitled to compensation unless you choose to move before the work is programmed.
<b>2.2</b>	<b>Repair to structure, fixings and exterior</b>	
	2.2.1	We will maintain the structure and exterior of your home and associated structures. This includes: <ul style="list-style-type: none"> <li>a) Drains, gutters and external pipes;</li> <li>b) The roof;</li> <li>c) Foundations, outside walls, outside doors, broken glass caused by fair wear and tear, windowsills, window frames, thresholds;</li> <li>d) Internal walls, floors and ceilings (not including painting and decoration);</li> <li>e) Chimney and chimney stacks, central heating flues;</li> <li>f) Access ways to buildings.</li> </ul>
	2.2.2	We will not replace, or repair damage caused by you, or any person living with you or visiting your home.
	2.2.3	We are not responsible for condensation or the effects of condensation, unless it is caused by a breach of our repairing responsibilities.
<b>2.3</b>	<b>Repairs to Installation</b>	
	2.3.1	We maintain the installations in property for the supply of water, gas, heating and electricity that we have fitted. <p>These installations include:</p> <ul style="list-style-type: none"> <li>• Water pipes and water tanks, gas pipes and electric wiring;</li> <li>• Electric sockets and light fittings;</li> <li>• Baths, basins, kitchen and bathroom sinks;</li> <li>• Bath and toilets - not the toilet seat;</li> <li>• Flushing systems and waste pipes;</li> <li>• Water heaters, boilers, fireplaces, and radiators;</li> <li>• Equipment for room and space heating (for example gas fires, economy 7 heaters);</li> <li>• Wired in smoke alarms, smoke and heat detectors, CO<sub>2</sub>/CO detectors;</li> <li>• District heating equipment.</li> </ul>
	2.3.2	We will not be liable for repairs to installations: <ul style="list-style-type: none"> <li>a) If the repairs become necessary for reasons other than normal fair wear and tear;</li> <li>b) If the installation was fitted by you without our consent;</li> <li>c) Where the installation is as a result of an alteration carried out by you.</li> </ul>
<b>2.4</b>	<b>Internal decoration</b>	
	2.4.1	We will not repair damage to decoration caused by improvement work carried out by you or an outside contractor carrying out work we did not give permission for.

	2.4.2	We will not repair damage to decoration caused by improvement or other work as a result of undertaking our repair responsibilities unless we have agreed this with you before we do the work.
	2.4.3	If we have to carry our work we are not responsible for, we may recharge you the cost.
<b>2.5</b>	<b>Repairs to Communal Areas</b>	
		<p>If you live in a flat or maisonette we will maintain the communal areas of your home used by everyone living in the same building, for example:</p> <ul style="list-style-type: none"> <li>• The entry to the building;</li> <li>• Halls;</li> <li>• Stairs and lifts;</li> <li>• Rubbish chutes;</li> <li>• Lights;</li> <li>• Passageways and corridors.</li> </ul>
<b>2.6</b>	<b>External Decoration</b>	
		We will decorate the outside of your home if we think it needs to be done
<b>2.7</b>	<b>Decoration of communal (shared) areas in flats and maisonettes</b>	
		We will check the appearance of areas used by everyone in flats and maisonettes on a regular basis. If we think these areas need decoration then we will decorate them.
<b>2.8</b>	<b>Other Services and housing costs</b>	
	2.8.1	<p>We may provide the following in your home or communal area, for example:</p> <ul style="list-style-type: none"> <li>• Lifts;</li> <li>• Secure door entry systems;</li> <li>• Security lights;</li> <li>• Security services;</li> <li>• Cleaning and caretaking;</li> <li>• CCTV;</li> <li>• Shared TV signal;</li> <li>• Gardening and landscaping services;</li> <li>• Other services.</li> </ul> <p>You will be charged a fair proportion of the cost of providing these services. The cost of these services will vary from time to time.</p>
	2.8.2	Where we introduce a new service, or cease a current service, the charges will begin or cease on the date the service starts or ends.
	2.8.3	<p>Where you and other tenants are responsible for the communal cleaning you must carry out the cleaning a regular basis.</p> <p>If you fail to carry out this action, and we have to do this for you, we will recharge you a proportion of the costs.</p>
<b>2.9</b>	<b>Alarms</b>	

	2.9.1	<p>Where battery powered smoke/CO<sub>2</sub>/CO alarms have been issued to you, we will check these during the annual gas serving visit or other scheduled visit. You must inform us immediately if they are not working.</p> <p>Changing the batteries is your responsibility.</p> <p>You must test the alarm on a regular basis according to the instructions.</p>
	2.9.2	<p>Where there is a mains powered alarm fitted, you must check this on a regular basis, and allow us access to carry out routine maintenance.</p>
<b>PART 3 – YOUR OBLIGATIONS TO US</b>		
<b>3.1</b>	<b>Breaches of tenancy conditions</b>	
		<p>You must comply with all of the conditions set out in this agreement</p> <p>If you do not comply with or if you break any of the terms and conditions of this Agreement we may use legal remedies available to us which may include re-possession of your home. The action we take will depend on the nature of your breach of tenancy and may also involve action with other agencies (e.g. the police).</p>
<b>3.2</b>	<b>Payment of Rent and Housing Costs</b>	
		<p>Rent and housing costs are charged weekly in advance and become payable every Monday</p> <p>You must pay the rent and housing costs when they become due throughout the whole period of your tenancy, including any period that you are away from the property.</p> <p>Rent and housing costs are not collected for a two-week period at Christmas, but if you are in arrears you should continue to make payments for these two weeks.</p> <p>A detailed breakdown of the housing costs due for your home will be given to you at the start of your tenancy</p> <p>If you are a joint tenant, then you are each responsible for the payment of the whole of the rent and any other housing related charges. We may issue Court Proceedings and obtain a Possession Order for you to be evicted from your home if you do not pay your rent and other charges. The Court may also order you to pay our legal costs.</p> <p>We have the right to charge you for any new service provided by us.</p>
<b>3.3</b>	<b>Residence</b>	
	3.3.1	<p>You must use the property as your only or principal home. If you do not use the property as your only or principal home, we will take action to end your tenancy.</p>
	3.3.2	<p>You, or any person living with you or visiting your home, must not do the following until you have our permission:</p> <ul style="list-style-type: none"> <li>• Use your home for any kind of business;</li> <li>• Show any business advert or sign in your home.</li> </ul>



	3.3.3	<p>If you are going to be away from your home and not return for 30 days or more you must do the following before you leave:</p> <ul style="list-style-type: none"> <li>• Inform us you will be away from home;</li> <li>• Make your home safe and secure for the time you are away;</li> <li>• Provide emergency contact details;</li> <li>• Inform us of arrangements you have made to pay the rent.</li> </ul> <p>If you don't, we may assume that you have abandoned your property and do not intend to return to it. In these cases, we may take action to recover vacant possession and may dispose of your belongings.</p>
<b>3.4 Sub – letting &amp; Lodgers</b>		
	3.4.1	<p>Sub-letting means renting out all or part of your property to someone else.</p> <p>If you are a Secure or Introductory Tenant you must not transfer, hand over or sub-let the whole of your property to another person.</p> <p>You must obtain our permission before sub-let part of your property to another person. If you sub-let part of your property without our prior agreement we may take action to end your tenancy.</p>
	3.4.2	<p>Secure tenants can take in lodgers however you must inform us before you take in a lodger.</p>
	3.4.3	<p>If you have an introductory or a demoted tenancy you must not transfer, hand over or sub-let all or part of your property in any circumstances. Introductory tenants cannot take in lodgers.</p>
	3.4.4	<p>The people who can live in your home are those you have told us about when you applied for the property. Before anyone else can come to live with you for more than four weeks, you must get our permission. You must also tell us within 28 days if there are any changes to your household such as a new baby, adopted / fostered children, or anyone leaving your household.</p>
	3.4.5	<p>You must not let out the whole or part of your home on any short term let such as “AirBNB”, holiday lets or any similar method.</p>
<b>3.5 Overcrowding</b>		
		<p>You must not allow the number of people living in the property to exceed the permitted number, which is shown on the Tenancy Agreement that you signed to accept the property.</p>
<b>3.6 Maintenance</b>		
	3.6.1	<p>You must keep the inside of your home clean and in good condition. You are responsible for repairing, renewing or replacing a number of items in the property, including but not limited to:</p> <ul style="list-style-type: none"> <li>• Replacement of electrical fuses, provision of light bulbs and plug tops for appliances;</li> <li>• Renewal of plugs and chains to sinks, baths and wash basins;</li> <li>• Waste pipes, gullies and drains, sinks, baths, basins and toilets, in addition these must be kept free of obstructions and blockages;</li> <li>• Broken internal doors;</li> <li>• Window and cupboard furniture including handles, latches, hinges, and internal locks;</li> </ul>

		<ul style="list-style-type: none"> <li>• Repairs to hat and coat rails;</li> <li>• Filling of minor plaster cracks, making good of small areas of defective plaster, internal painting and decorating;</li> <li>• Replacement of batteries in battery operated smoke/CO alarms;</li> <li>• Replacement of glass – where you, or someone you are responsible for caused the damage whether deliberately or by accident;</li> <li>• Reasonable preventative measures in relation to the bursting of water pipes, blocking of drains and sewers, and fire.</li> </ul>
	3.6.2	<p>You are responsible for the safe keeping of keys for door and window locks and the provision of additional locks.</p> <p>You are responsible for replacing keys, locks, or fobs when they are lost or stolen or when you get locked out.</p> <p>If you request us to undertake any of these items for you we may charge you the full cost as a recharge.</p>
	3.6.3	<p>Only use the things we have fitted in your home (e.g. gas/electric fittings/ district heating equipment / kitchen and bathroom fixtures and fittings) as they are meant to be used.</p> <p>It may be dangerous to you or others to misuse anything in your home.</p> <p>You must not carry out any alterations to any fixture or fitting (including hot and cold water systems, heating systems and electric circuits) without our prior permission.</p>
	3.6.4	<p>You, or any person living with you or visiting your home, must not interfere with, tamper, remove or damage any alarm or detector fitted to the property, common parts or communal areas</p>
<b>3.7</b>	<b>Condensation</b>	
		<p>You must act in a tenant like manner which amongst other things requires you to ensure your home is properly heated and ventilated, that air vents are kept clear and that proper venting arrangements are made for the extraction of water vapour from appliances such as a tumble drier and for normal household activities such as cooking and bathing. If any condensation or consequential mould growth occurs as a result of any failure in this regard, you are responsible for its removal.</p>
<b>3.8</b>	<b>Reporting Repairs</b>	
	3.8.1	<p>You must report as soon as possible any repairs that need carrying out to the property that are our responsibility. You may be held responsible for any damage caused by a delay in reporting such works, or any work that is required as a result of a deliberate act or negligence by You, or any person living with you or visiting your home, (including children) or by a pet or animal belonging to you or them.</p>
	3.8.2	<p>If you make any changes in your home that we have not agreed to you must remove them and correct any damage caused. If you do not carry out necessary and specified works caused as a consequence of your behaviour, we will undertake this ourselves and recharge you.</p>
	3.8.3	<p>You are responsible for moving furniture and any floor coverings supplied and fitted by you, where access is needed for repair work.</p>

<b>3.9</b>	<b>Decanting</b>	
	3.9.1	<p>In the event that major works have to be carried out in your home, the Council may decide that the best and safest way to do this would be to move you into a different property temporarily, returning to your original home when it is ready for you. This is called a “decant” move.</p> <p>If the Council ask you to do so, you must co-operate with us and move out temporarily until the works are complete. Reasonable efforts will be made to find the most suitable property for you, but the nature of works that require such a move may be urgent. The choices of accommodation available in the time required may be limited.</p>
	3.9.2	When we have completed the necessary works, and your home is ready for reoccupation, you must return to your substantive address.
<b>3.10</b>	<b>Internal decoration and hygiene</b>	
	3.10.1	<p>You must keep the interior of your home neat, tidy and clean and not allow it to become filthy or verminous.</p> <p>You must decorate the inside of the home as often as is necessary to keep it in good condition.</p>
	3.10.2	You must not deliberately store or allow to accumulate items in your home which could be a risk to the health of you, or any person living with you or visiting your home, or store or keep items in such a manner that they pose a fire risk.
	3.10.3	<p>Textured coatings are not a suitable finish for walls but you can use it on ceilings.</p> <p>You must obtain our prior permission if you want to either use or remove textured coatings.</p>
	3.10.4	You must use the drainage system responsibly and you must not allow a drain to become blocked as a result of misuse. Unless you live in a flat, you are responsible for clearing and keeping clear and free from obstruction all gulleys, entrances to drains, external air bricks and vents. You must not obstruct any air brick or vent.
	3.10.5	You, or any person living with you or visiting your home, must not place in any toilet, drain or sink any rags, cotton, bottles, oils, fat, wipes, or any other matter likely to cause a blockage. You must not place in any refuse bin or chute anything other than household refuse.
	3.10.6	You, or any person living with you or visiting your home, must dispose of your rubbish (including re-cycling) properly in line with the Council's requirements. Otherwise you may be charged for any clearance required. This includes the disposal of any bulky or unusual items.
	3.10.7	<p>You, or any person living with you or visiting your home, must not place or dump items in bin storage areas, other than in the bins provided.</p> <p>You may be charged for any costs incurred if the Council has to remove items in bin stores or areas or has to clean the areas as a result of fly tipping.</p>
	3.10.8	Where we are unable to identify the identity of any person who has dumped rubbish in a communal area or bin store, but it is clear that the perpetrator is from a specific block, we may recharge the whole block a proportion of costs

		incurred in removal of the items, and any associated cleaning and sanitation of the area.
	3.10.9	<p>You are responsible for treating or removing pests such as:</p> <ul style="list-style-type: none"> <li>• Ants;</li> <li>• Foxes;</li> <li>• Pigeons;</li> <li>• Squirrels;</li> <li>• Mice;</li> <li>• Fleas;</li> <li>• Bedbugs;</li> <li>• Bees;</li> <li>• Wasps.</li> </ul> <p>You must report to us the presence in your home of rats, cockroaches or any other vermin.</p>
<b>3.11</b>	<b>Gardens, Courtyards and Communal/Open Spaces</b>	
	3.11.1	You must keep your garden clean and tidy and the paths free from obstruction. You must maintain the garden, including trees, hedges, fences, lawns and borders to the satisfaction of the Council.
	3.11.2	<p>You must maintain any boundary hedges to our reasonable satisfaction and must not allow any boundary hedge to grow excessively so that it causes a nuisance or becomes unsightly.</p> <p>You must ensure that any structure or planting within your garden does not interfere with the public footpath, highway, entrance or exit to the property or in any way causes a nuisance or annoyance to other residents or visitors or causes an obstruction.</p>
	3.11.3	<p>You, or any person living with you or visiting your home, must not deliberately store or allow to accumulate rubbish, scrap or unsightly objects in any garden, courtyard or communal areas. This includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Building materials and rubble;</li> <li>• Old cabinets, sinks etc;</li> <li>• Car and vehicle parts;</li> <li>• Bicycles and parts;</li> <li>• Furniture;</li> <li>• Wood, MDF, Chipboard and the like;</li> <li>• Household waste, rubbish and recycling;</li> <li>• Metals;</li> <li>• Dangerous, noxious or toxic substances;</li> <li>• Flammable items and material (including liquids and gasses);</li> <li>• Gas cannisters.</li> </ul> <p>You, or any person living with you or visiting your home, must not or store or keep items in your garden, courtyard or communal area in such a manner that they pose a fire risk.</p>
	3.11.4	You must make sure that your garden does not put people in danger. For example, safely store sharp gardening tools and chemicals (including pesticides and herbicides).

	3.11.5	<p>You must obtain our permission before the erection or removal of garden structures (garage, greenhouse, shed, pond etc.), fences, hedges and the planting or removal of trees, shrubs or bushes.</p> <p>Should permission be granted, in accordance with this agreement, you will remain responsible for the upkeep and maintenance of any garden structure erected by you.</p> <p>If you do not maintain any item to the satisfaction of the council, we may ask you to remove it at your own expense.</p> <p>If we have to carry out work to your garden for which we are not normally responsible we may recharge you.</p>
	3.11.6	<p>If your home is on an open-plan estate the front, side and rear areas must remain the way the Council has laid them out.</p>
	3.11.7	<p>You, or any person living with you or visiting your home, must not remove or interfere with any trees, hedges or fencing that belongs to us located in a communal area, courtyard or other open space unless you have obtained our written permission first.</p>
	3.11.8	<p>You, or any person living with you or visiting your home, you must not keep large amounts of anything that sets on fire or explodes easily like petrol, oil or fireworks in your garden or in any outhouse, shed, garage or other structure in the garden</p> <p>You can keep small amounts of fuel and oil that you need to use in your garden for example to power small garden tools and equipment (mowers, strimmers, hedge trimmers etc).</p>
	3.11.9	<p>You, or any person living with you or visiting your home, must not use any equipment or item in a communal area (shared garden, shared courtyard or other shared space) which causes, or is likely to cause a nuisance or obstruction to any other resident</p> <p>This includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Large items of play equipment (trampolines, bouncy castles etc);</li> <li>• DIY tools;</li> <li>• Mechanical devices;</li> <li>• Devices to play amplified sound.</li> </ul>
<p><b>3.12 Sheds, Outbuildings and Storage areas</b></p>		
		<p>Where you have access to, or are allowed to use, a storage area, outbuilding or shed in a communal area or shared space, you must follow local direction on their use.</p> <p>You must not use the area in a way which causes a nuisance to other residents, and you must not cause an obstruction to anyone else.</p> <p>If you fail to follow local instructions, we may remove the facility from your use.</p>
<p><b>3.13 Access to the property and health and safety</b></p>		
	3.13.1	<p>You must allow us, or our representatives, agents or contractors access to the property at all reasonable hours to carry out necessary repairs, improvements, planned programmes, gas servicing, district heating checks, maintenance and</p>

		<p>checks to fire detection or suppression equipment and any safety checks, to inspect its condition and to complete new tenancy visits and tenancy audits.</p> <p>You must allow access at the start of your tenancy to commission the gas and electricity services in the property.</p> <p>If you do not give us access to the property and there is no good reason for this, we may take legal action.</p>
	3.13.2	<p>You must let any members of staff, agents and contractors visiting or carrying out maintenance at your home to do so without hinderance, obstruction or interference. And you must provide a safe environment for them by:</p> <ul style="list-style-type: none"> <li>• not smoking in the same room;</li> <li>• keeping pets under control and out of the way;</li> <li>• the safe storage of sharps or medical waste;</li> <li>• carrying out any other reasonable request relating to their health, safety or wellbeing.</li> </ul>
	3.13.3	<p>We will give you at least 24 hours' notice if we require access to the property, unless we consider there to be a risk of personal injury, damage to the property or an adjoining property, to comply with our statutory requirements or if in our opinion there is an emergency, in which case we may require immediate access and reserve the right to force entry into the property if necessary.</p>
	3.13.4	<p>In order to assess the condition of properties we are responsible for, we may use drones to inspect for any planned, cyclical or day to day repairs.</p> <p>We will carry this out in accordance with the necessary regulatory requirements.</p>
	3.13.5	<p>You must not interfere with or remove any piece of equipment which is fitted to your home or the communal areas which is installed for safety and/or security reasons.</p> <p>This includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• CO<sub>2</sub>/CO detectors;</li> <li>• Door closures;</li> <li>• Door entry systems and communal door locks;</li> <li>• Window restrictors.</li> </ul>
<b>3.14</b>	<b>Fire Safety and Compliance with Fire Regulations</b>	
	3.14.1	<p>Fire safety affects everyone. A fire in one home can quickly spread to others, especially in blocks of flats. It is everyone's responsibility to comply with fire regulations and behave responsibly to prevent fires from happening.</p>
	3.14.2	<p>You, or any person living with you or visiting your home, must comply with any instructions we issue with regard fire safety or evacuation and in accordance with requirements under fire regulations and related legislation.</p>
	3.14.3	<p>You, or any person living with you or visiting your home, must not do the following:</p> <ul style="list-style-type: none"> <li>• Keep any items that may cause an obstruction or safety risk, or increase the risk of fire in your home or in any shared areas (including stairs, walkways and storage areas);</li> </ul>

		<ul style="list-style-type: none"> <li>• Use portable oil or paraffin heaters or keep petroleum gas or any other flammable or explosive substance in your home, garden, garage or shared area;</li> <li>• Use gas heaters which run off bottled gas;</li> <li>• Use portable gas cookers;</li> <li>• Smoke, in any enclosed shared areas including stairs, lifts and corridors of blocks or any other area which is designated no-smoking;</li> <li>• Remove, interfere with or damage self-closing devices fitted to doors.</li> </ul>
	3.14.4	<p>You must not fit security grilles or gates to your windows or doors without our written permission.</p> <p>If you fit grilles or gates, it may make it difficult for the fire service or other emergency service to access your home or make it difficult for people inside the property to escape safely in an emergency.</p>
	3.14.5	You must make sure that your gas cooker is installed by a qualified installer on the Gas Safe register (previously CORGI registered) and that the cooker is regularly serviced.
	3.14.6	You, or any person living with you or visiting your home, must not remove, interfere with or damage any equipment for detecting or putting out fires in your home or shared areas, for example, smoke or heat detector systems or fire suppression systems
	3.14.7	You must allow the fire service and other professional staff into your home to carry out a fire-risk assessment when we consider necessary and reasonable.
	3.14.8	<p>You must familiarise yourself with any Personal Evacuation Plan issued to you by the Council and co-operate with it. You must comply with any instructions issued by the nominated officer in compliance with the Council's fire regulation obligations.</p> <p>If your health, or the health of someone living with you, deteriorates in such a manner that would make it difficult for escape from your home without assistance in a case of fire, you must notify us so we can agree a Personal Evacuation Plan or alternative solution.</p>
	3.14.9	We reserve the right to remove and dispose of items which could cause a danger to others or be considered to be a fire risk with no prior warning, for example when stored in communal areas, corridors, bin stores, drying rooms or anywhere else, and you may be recharged any costs incurred.
<b>3.15</b>	<b>Changes and alterations</b>	
	3.15.1	<p>You must obtain written permission from the Council BEFORE you make any changes or alterations.</p> <p>Examples of changes/alterations requiring written permission include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Change the structure of your home, for example by building or removing a wall, or creating new doorways and archways;</li> <li>• Kitchen fittings, kitchen units, tiles either floor or walls, worktops and taps;</li> <li>• Bathrooms and shower fittings, including tiles, cabinets etc;</li> <li>• Any fixed floor coverings such as laminate or glued carpets;</li> </ul>

		<ul style="list-style-type: none"> <li>• Put up any of the following: <ul style="list-style-type: none"> <li>○ CCTV &amp; other surveillance devices;</li> <li>○ Garage;</li> <li>○ Shed;</li> <li>○ Greenhouse;</li> <li>○ Pigeon loft;</li> <li>○ Fencing and gates;</li> </ul> </li> <li>• Attach these things to your home: <ul style="list-style-type: none"> <li>○ Short or long wave radio aerial;</li> <li>○ CB aerial;</li> <li>○ Satellite dish on tower block flats;</li> <li>○ Any other recording / receiving or transmitting device.</li> </ul> </li> <li>• Install a water meter;</li> <li>• Install wooden or laminate flooring if you live in a flat or maisonette above ground level.</li> </ul>
	3.15.2	<p>You, or any person living with you or visiting your home, must not change, remove, alter or cause damage (for example by drilling holes or attaching screws) to any fire door fitted to your home.</p> <p>This includes internal and external fire doors.</p>
	3.15.3	<p>In addition, you must seek our permission before you do any of the following mentioned in this agreement:</p> <ul style="list-style-type: none"> <li>• use your home for any sort of business;</li> <li>• put up a sign;</li> <li>• take in lodgers or sub-let part of the property;</li> <li>• allow anyone else to live at the property;</li> <li>• using or removing textured coatings;</li> <li>• erecting / removal of garden structures;</li> <li>• remove or interfere with trees, hedges or fencing;</li> <li>• fit grilles or gates;</li> <li>• park a motorhome, caravan or commercial vehicle;</li> <li>• keep an assistance animal in flat where animals are otherwise prohibited;</li> <li>• keep or store a mobility scooter;</li> <li>• exchange your tenancy with anyone else;</li> <li>• carry out any improvement.</li> </ul>
<b>3.16</b>	<b>Damage to your property, repairs and other items we charge you for</b>	
	3.16.1	<p>You must tell us if any damage has accidentally or otherwise been caused to the property, or any fixtures or fittings, regardless of how this happened</p> <p>If you fail to tell us, we may take action against you.</p>
	3.16.2	<p>If we have to carry out any works or undertake repairs because of any failure on your behalf, or action which causes damage to the property, fixtures or fittings, regardless how caused, we may recharge you for any work undertaken.</p>



	3.16.3	If you break these conditions, we may charge you for the cost of us putting the matter right, including dealing with rubbish, repairing any damage and cleaning the property.
	3.16.4	We may charge you for the cost of replacing lost keys or key fobs, including any new locks that are needed when they are lost or stolen or when you get locked out.
<b>3.17 Flats and maisonettes</b>		
	3.17.1	<p>If you live in a flat or maisonette you, or any person living with you or visiting your home, must comply with the following additional conditions</p> <ul style="list-style-type: none"> <li>a) Must not leave any objects in corridors, walkways or balconies;</li> <li>b) Must not store any of your belongings in the communal drying areas and any bin store. We will remove and dispose of any items and you may be charged for the cost of doing this;</li> <li>c) Must not park or obstruct access areas for emergency vehicles or refuse and other service vehicles nor park in a way in which obstructs entrances or access ways for vehicles, wheelchairs, mobility scooters etc.;</li> <li>d) If there is no cleaning service for your building you and other people living in the flats or maisonette must clean areas you share. For example, balconies, drying areas and staircases;</li> <li>e) Must not throw anything from the landings, balconies, corridors or windows;</li> <li>f) Must not damage or change any of the security or safety equipment;</li> <li>g) Must not change or damage shared areas;</li> <li>h) Must not place items to hold doors open;</li> <li>i) Must follow the signs displayed by the Council in or around the buildings. For example, if the sign says: "No Ball Games" then you must not play with a ball in that area. If the sign says: "No Smoking" you must not smoke in that area;</li> <li>j) Correctly use any drying facilities and areas we may provide;</li> <li>k) Must not fit laminate or similar flooring if you live above ground floor.</li> </ul>
	3.17.2	<p>If you live in a flat or maisonette you, or any person living with you or visiting your home, must comply with the following additional conditions applying to household waste and recycling:</p> <ul style="list-style-type: none"> <li>a) Where provided, only use the rubbish chutes or bins to get rid of small items. Take care to not block the chutes or cause a fire in them;</li> <li>b) Must not leave rubbish and household waste either in bags or otherwise outside your door;</li> <li>c) Always wrap nappies, food waste, pet waste, and sanitary items in small bags before you throw them in bins. This will protect your health and avoid attracting rats and insects;</li> <li>d) Must not allow rubbish to accumulate in the property or any garden or communal area whether or not it is in bin bags;</li> <li>e) Must use the Council's bulky Waste collections service for the removal of any large or bulky items;</li> <li>f) Must not dispose of large household items or any other waste or recycling in the bin areas, bins stores, on-street facilities or fly-tip in any other way.</li> </ul>

		We may recharge you if you fail to dispose of your rubbish properly, and your actions result in accumulations of waste in the bin areas, the street, roadway or in any of the communal areas in or around your property. Such a charge may include any cleaning and sanitising costs we incur.
	3.17.3	You, or any person living with you or visiting your home, must not keep or store dangerous, harmful or inflammable materials, liquids or gases. Only materials that can currently and reasonably be put to medical or domestic use can be kept in your home.
	3.17.4	You, or any person living with you or visiting your home smoke, and you live in a flat or maisonette which has access to a shared corridor or other enclosed space, you must ensure that you keep the front door closed to prevent smoke causing a nuisance or annoyance to other people.
<b>3.18</b>	<b>Animals</b>	
	3.18.1	You are not allowed to keep domestic animals in certain blocks of flats and maisonettes in the city. A list of these blocks and maisonettes is available on the housing pages of the council's websites or from the council's customer services and you will be made aware of this when you start your tenancy.  Assistance animals (such as guide dogs) may be allowed in any property, but you will need permission first if you live in one of these blocks.
	3.18.2	If you live in a property which has direct access to an individual garden you may keep up to two pets such as dogs or cats.
	3.18.3	You are allowed to keep fish or small caged animals in any property.
	3.18.4	You, or any person living with you or visiting your home, must not allow any animal to behave in a way likely to frighten, or cause a nuisance, or do damage to property, and agree to remove it from the property permanently if we ask you to do so.  In line with legal requirements, all dogs will be required to have an identification chip and to wear a collar and disc while in a public place.  All dogs must be on a lead and under proper control when in any communal area.
	3.18.5	You are not allowed to keep within your home, garden, communal areas, or on any land belonging to us, animals such as ferrets, chickens, cockerels, ducks, geese, donkeys, horses, pigs, cows, goats, pigeons, or any dogs that are banned under the Dangerous Dogs Act 1991 and successive legislation.
	3.18.6	You must keep all pets in proper and humane conditions.
	3.18.7	You must ensure that your garden is kept clear of dog and other animal faeces, and you must not allow animal waste to accumulate in such a manner that is causes a nuisance (for example causes a foul smell or is unsightly).  You must not allow your dog, or any other animal, to foul any communal or other areas.  You must clear up any dog faeces deposited by a dog which you own or are looking after.

	3.18.8	We reserve the right to withdraw permission to keep pets or animals if the animal(s) have caused a nuisance, alarm or distress to others; or where you, or any person living with you or visiting your home, are mistreating the animal(s), or are not capable of looking after their welfare.
<b>3.19</b>	<b>Mobility Scooters</b>	
	3.19.1	You must ask our permission before you or any person living with you, keep, store or use a mobility scooter at your home.
	3.19.2	Mobility scooters and similar equipment, must not be stored in any location where they can cause a nuisance or obstruction to other residents, or cause a risk of fire.
	3.19.3	If scooter kept or used by you, or any person living with you or visiting your home, causes damage to the inside of your home, communal area or any other part of buildings owned or maintained by the Council you will be liable for the full cost of any repair.
	3.19.4	Mobility scooters, chargers and other ancillary electrical devices must have an annual Portable Appliance Test (PAT) carried out by a suitably qualified person. You are responsible for arranging and paying for such testing.  You must only charge a scooter in your home or designated area.
	3.19.5	Where storage is provided for Mobility Scooters, you must use this in accordance with any local instructions
	3.19.6	Where there is a charge made for the cost of re-charging batteries or other services, you must pay these charges in line with other costs.
<b>3.20</b>	<b>Vehicles</b>	
	3.20.1	You, or any person living with you or visiting your home, can park a car, van or motorbike in the following places: <ul style="list-style-type: none"> <li>• your garage;</li> <li>• on a parking space you rent from us;</li> <li>• where there is a clear designated parking area;</li> <li>• in your drive if you have one.</li> </ul>
	3.20.2	You, or any person living with you or visiting your home, must not park or leave any vehicle that is not taxed, insured or roadworthy, or which has a SORN (Statutory Off Road Notification) on any land belonging to us (other than your private drive if you have one).  The Council will remove any untaxed or abandoned vehicles left on our land.
	3.20.3	You, or any person living with you or visiting your home, must not park any motorhome or caravan at your home,  You must not allow anyone to live in any motorhome or caravan parked at or in the vicinity of your home.
	3.20.4	You, or any person living with you or visiting your home, must park vehicles in designated parking areas and within marked parking bays, where they are available.
	3.20.5	You, or any person living with you or visiting your home, must not park or drive a vehicle on any shared area that is not a road, including footpaths and grassed areas.

	3.20.6	You, or any person living with you or visiting your home, must not park, on any part of the estate or land owned by us, any: <ul style="list-style-type: none"> <li>• heavy goods vehicle;</li> <li>• vehicle that does not fit in a parking space; or</li> <li>• large or unusual vehicles which could be a nuisance to others.</li> </ul>
	3.20.7	You, or any person living with you or visiting your home, must not park in disabled parking spaces unless you hold a Blue Badge for disabled parking.
	3.20.8	You, or any person living with you or visiting your home, must not park dangerously or obstruct access to any other home, emergency access area or service area (for example, bin areas, accessways, entrances, paths etc).
	3.20.9	If we have to remove a vehicle because you, or any person living with you or visiting your home, are in breach of these conditions you may be charged any costs incurred for the removal and/or storage of the vehicle.  We will not be responsible for any compensation payment for any vehicle which is removed or destroyed as a result of breach of any part of this agreement.
	3.20.10	You, or any person living with you or visiting your home, must not do the following at your home or in the area you live: <ol style="list-style-type: none"> <li>a) repair cars, vans or motorbikes, or any other vehicle if it is likely to cause nuisance, annoy, disturb or offend other people. Minor, routine maintenance such as changing tyres or light bulbs is allowed, subject to this condition;</li> <li>b) run a business selling or repairing cars, vans or motorbikes;</li> <li>c) operate a vehicle business, either selling or repairing, from your property without our written permission.</li> </ol>
<b>3.21</b>	<b>Businesses</b>	
		You, or any person living with you or visiting your home, must not carry out the following at your home: <ol style="list-style-type: none"> <li>a) Operate a business without our prior permission, and if granted you must abide by any conditions we may attach.</li> <li>b) Display any advertisement sign for a business or other reason on any part of your property without our written permission.</li> <li>c) If you are given permission to operate a business it must not be, or be likely to become, a nuisance, annoyance or cause offence to other people.</li> <li>d) Permission for any childcare businesses will be subject to OFSTED approval, full compliance with fire regulations, and any safeguarding rules or regulations that may be in force at the time.</li> </ol>
<b>PART 4 - NUISANCE, HARASSMENT, ANTI-SOCIAL AND CRIMINAL BEHAVIOUR.</b>		
<b>4.1</b>	<b>Abuse of City Council employees and others</b>	
		You, or any person living with you or visiting your home, must not cause alarm and distress to, nor obstruct, abuse, harass, threaten, assault or use insulting words and behaviour towards any Leicester City Council employees, councillors, contractors, agents, clients or anyone engaged directly or indirectly in the housing management functions of the council.
<b>4.2</b>	<b>Nuisance</b>	

		<p>You, or any person living with you or visiting your home, must not act in any way which causes or is capable of causing nuisance or annoyance to any person.</p> <p>This condition applies to conduct in your home, in the locality of your home, on-line, and in relation to a person's occupation of residential premises and to conduct capable of causing nuisance and annoyance to the Council, in its capacity as Landlord, or to a person employed by the council or their agents and clients in connection with the exercise of its housing management functions.</p> <p>Such conduct includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• loud noise, loud music;</li> <li>• loud arguments, fighting, foul language;</li> <li>• dumping rubbish, electrical appliances or furniture;</li> <li>• abuse, bullying or threats;</li> <li>• failing to keep pets under control including excessive barking of dogs and dogs fouling in communal or shared areas;</li> <li>• jamming communal entry doors and fire doors open;</li> <li>• slamming of doors;</li> <li>• spraying or writing graffiti;</li> <li>• damaging or vandalising property;</li> <li>• behaviour associated with substance or alcohol abuse;</li> <li>• spitting or urinating anywhere in the communal areas of a block or on the estate;</li> <li>• playing ball games close to people's homes.</li> </ul>
<b>4.3</b>	<b>Hate Crime and harassment</b>	
	4.3.1	<p>You, or any person living with you or visiting your home, must not engage in any conduct or behaviour which may cause harassment alarm or distress to any person based on any Protected Characteristics such as race, religion, sex, age, disability, marriage or civil partnership, sexual orientation, gender reassignment and pregnancy or maternity.</p> <p>This includes abusive behaviour, verbal or otherwise, graffiti, public notices, on-line comments, engaging in marches or demonstrations for the purpose of inciting hatred, or in any other way.</p> <p>This condition applies to behaviour in your home, on any council owned land, in the locality of your home and in relation to conduct and behaviour aimed at a person in relation to their occupation of residential premises and to any conduct or behaviour which directly or indirectly affects the council's housing management functions</p>
	4.3.2	<p>You, or any person living with you or visiting your home, must not do the following:</p> <ul style="list-style-type: none"> <li>• be a member of any proscribed organisation;</li> <li>• encourage anyone else to join a proscribed organisation;</li> <li>• carry out any act to promote a proscribed organisation;</li> <li>• raise funds for, or fund a proscribed organisation, either directly or indirectly;</li> </ul>

		<ul style="list-style-type: none"> <li>organise, or take part in an event where a proscribed organisation is publicised, promoted or encouraged.</li> </ul> <p>This includes displaying of offensive or proscribed material, harbouring a member of a proscribed organisation or assisting or encouraging an individual associated with such an organisation in any other way.</p>
<b>4.4</b>	<b>Domestic violence / abuse</b>	
	4.4.1	<p>You, or any person living with you or visiting your home, must not support or perpetrate any forms of domestic violence and abuse.</p> <p>Domestic Violence and abuse is defined as:</p> <p>Any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality.</p> <p>This can encompass but is not limited to the following types of abuse:</p> <ul style="list-style-type: none"> <li>psychological;</li> <li>physical;</li> <li>sexual;</li> <li>financial; and</li> <li>emotional.</li> </ul> <p>This includes controlling and coercive behaviour, forced marriage and female genital mutilation, as defined in law.</p>
	4.4.4	<p>If you are a perpetrator of domestic violence or abuse we may take action against you including seeking eviction under ground 2A of Schedule 2 of the Housing Act 1985 (and any subsequent amendments).</p> <p>We may also share this information with other housing providers and agencies for the safety of other service users.</p>
<b>4.5</b>	<b>Interference with privacy and interference with the right of others to enjoy their property</b>	
		<p>You, or any person living with you or visiting your home, must not use any devices such as drones, CCTV and other surveillance equipment or software in a way likely to cause nuisance, alarm or distress, or engage in any conduct or behaviour which interferes with the privacy of individuals or interferes with the rights of others to enjoy their home and locality.</p> <p>Such conduct or behaviour includes but is not limited to:</p> <ul style="list-style-type: none"> <li>unlawful use of CCTV or surveillance equipment or software;</li> <li>any form of cyber bullying, e.g. through social media or messaging systems;</li> <li>intrusive use of devices such as drones and lasers;</li> <li>Storage and misuse of personal data in contravention of current Data Protection legislation and/or regulation.</li> </ul>
<b>4.6</b>	<b>Criminal Activity</b>	
	4.6.1	<p>A secure tenant commits a criminal offence under sections 1 and 2 of Social Housing Fraud Act 2013 if, in breach of a tenancy condition, a secure tenant</p>

		<p>sub-lets or parts with possession with the whole or part of a property and knows this action to in breach of the tenancy agreement.</p> <p>A secure tenant also commits a criminal offence, if they dishonestly and in breach of a term of the tenancy, the tenant sub-lets or parts with possession of the whole of the property or part of the property without the landlord's written consent and the tenant ceases to occupy the property as the tenant's only or principal home.</p> <p>You must not give information to the council or make any statements regarding the occupation of your home which you know or ought to know to be false.</p> <p>This also applies to short term lets such as AirBNB, holiday lets etc</p>
	4.6.2	<p>You, or any person living with you or visiting your home, must not in your home, or in the locality of your property carry out any criminal activity or activity that is unlawful or criminal in nature.</p> <p>This includes, but is not limited to:</p> <ul style="list-style-type: none"> <li>• Undertake or prepare for any terrorist actions, or participate in any banned extremist organisations;</li> <li>• supply, sell, store illegal drugs categorised as Class A, B or C under the Misuse of Drugs Act 1971;</li> <li>• cultivate/produce any drug categorised as Class A, B or C under the Misuse of Drugs Act 1971;</li> <li>• use or consume any drug categorised Class A B or C drug under the Misuse of Drugs Act 1971;</li> <li>• allow others to gather at your property to use, share or consume any drug categorised as Class A, B or C under the Misuse of Drugs Act 1971;</li> <li>• slavery ort human trafficking;</li> <li>• sell, store, use or handle goods or belongings which are stolen;</li> <li>• sell, store, use or handle any item, equipment or software to commit a fraud, financial or otherwise;</li> <li>• store carry or keep in your home any offensive weapon;</li> <li>• store, carry or keep in your home any firearm or prohibited weapon or a relevant component thereof unless you hold specific authorisation examples of firearms include air-weapons, shotguns, replicas and de-activated weapons. If you have a legal firearm you must use and store it only in ways the law allows;</li> <li>• use or allow your home to be used for prostitution or as a brothel;</li> <li>• cause criminal damage to any property or furnishings belonging to the council.</li> </ul>
<b>4.7</b>	<b>Waste and fly-tipping</b>	
		<p>You, or any person living with you or visiting your home, must not in your home or in the locality of your property dispose of litter, waste or rubbish (including material that may be recycled) in a manner which causes an obstruction, risk or nuisance, and you may not allow fly tipping or illegal dumping of any waste.</p>
<b>4.8</b>	<b>Legal Remedies</b>	

		<p>If you, or any person living with you or visiting your home, break any of the above conditions, the council can take legal actions against you and seek legal undertakings from you, for example:</p> <ul style="list-style-type: none"> <li>• we can apply to a court for an injunction order requiring a person to stop any conduct or behaviour amounting to a breach of a condition. If you fail to obey the terms of the injunction order you can be fined or imprisoned or both. The injunction order may also contain terms banning you from a property or an area and a breach of it is a <b>mandatory</b> ground for possession;</li> <li>• Similarly, if you make a legal undertaking to the Court and later breach it this would be a ground for possession.</li> <li>• we can ask a court to demote a secure tenancy so that security of tenure is lost for a period of time.</li> <li>• we can apply to the court for possession of your home and evict you and anyone living with you if you breach the conditions of tenancy or you breach any of statutory grounds for possession set out as Schedule 2 Housing Act 1985.</li> <li>• we will be able to rely on the <b>absolute ground for possession</b> in the event that a serious criminal offence is committed (specified in Schedule 2A Housing Act 1985) or where an Injunction order has been breached or where a criminal behaviour order has been breached or where a closure order has been made or where a conviction has been secured following the breach of a noise abatement notice.</li> <li>• we will hold you responsible for the behaviour of anyone living with you (including those under the age of 18), lodgers and visitors to the home. We will also hold the tenant responsible for permitting, inciting or allowing any person living with them or visiting them to engage in conduct or behaviour which breach any conditions of this agreement.</li> <li>• we will consider all the legal remedies available to us to prevent or stop conduct or behaviour which amounts to a breach of the conditions set about above.</li> <li>• if we are required to take legal action we will seek additional court orders relating to legal costs incurred by us.</li> </ul>
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**PART 5 – YOUR RIGHTS**

**5.1 Secure Tenants**

		<p>If you are a secure tenant you have ‘security of tenure’ as long as you remain a secure tenant within the meaning of the Housing Act 1985.</p> <p>This means that we can only take possession of your home in one of the following ways:</p> <ul style="list-style-type: none"> <li>• by applying to the court for a Possession Order, relying on one or more of the grounds set out in Schedule 2 of the Housing Act 1985, as amended, which includes breaking any of the tenancy conditions;</li> </ul> <p>(We must serve a notice on you if we apply for a Possession Order, and give our reasons, before we apply for a court hearing however, in exceptional circumstances, we may dispense with service of the notice. The court will grant a Possession Order if we prove one or</p>
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		<p>more 'grounds for possession and the court considers that it is reasonable to do so');</p> <ul style="list-style-type: none"> <li>• By applying for a Possession Order relying on the absolute ground for Possession in the event that a serious criminal offence is committed (specified in schedule 2A Housing Act 1985) or where an Injunction Order has been breached where a Criminal Behaviour Order has been breached or where a Closure Order has been made or where a conviction has been secured following the breach of a noise abatement notice;</li> <li>• if we accept your surrender of the tenancy;</li> <li>• you serve us with a valid Notice to Quit;</li> <li>• if a court has made an order to demote your secure tenancy because you have behaved antisocially.</li> </ul>
<b>5.2</b>	<b>Introductory and Demoted Tenancies</b>	
		<p>If you are an introductory or demoted tenant, we must go to court to get a Possession Order to repossess your home but we do not have to prove a ground for possession to get one; we only need to prove that we have followed the correct procedure.</p> <p>We will consider repossessing your tenancy if you have broken your tenancy conditions or if we have grounds to believe that you will not be a suitable person to hold a secure tenancy.</p> <p>Before we can issue Possession Proceedings we must serve a notice upon you. You have a right to seek a Review but you must comply with the time limits set out in the Notice.</p>
<b>5.3</b>	<b>Right to Exchange</b>	
	5.3.1	<p>Secure tenants have the right to exchange your tenancy with another secure tenant or a tenant of a Registered Social Housing Provider.</p> <p>You must get our written permission to do this. We can only refuse permission in certain circumstances, such as where there is possession order or where a notice of seeking possession has been served. We may attach conditions to any permission we give which can include clearing any rent arrears or putting right any other breach of the tenancy conditions.</p> <p>If you exchange without our written permission, we may take legal action to evict you. If this occurs, you will not be able to return to your original property and will not be offered alternative housing.</p>
	5.3.2	Introductory, Demoted Tenants, and Licence Agreement holders, do not have the Right to Exchange.
<b>5.4</b>	<b>Right to carry out Improvements</b>	
	5.4.1	<p>As a secure tenant, you have the Right to Improve your home. You must get written permission from us before you carry out any alterations or improvements to your home.</p> <p>You must obtain relevant planning permission, any other permission required and comply with building regulations</p>

		<p>An improvement includes adding anything to, or altering, your home or garden, the Council's fixtures and fittings or the provision of services. We will not unreasonably withhold or refuse permission.</p> <p>Our permission may have conditions attached to it.</p>
	5.4.2	If you are an Introductory tenant, you do not have the Right to Improve the property.
<b>5.5</b>	<b>Right to Buy</b>	
		<p>Most secure tenants have the Right to Buy their home at a discounted rate. For more information, please contact us.</p>
<b>5.6</b>	<b>Right to Succeed a Tenancy</b>	
	5.6.1	<p>Your tenancy may pass onto someone else after your death. This is called succession.</p> <p>Your tenancy may be passed to your husband, wife or civil partner or anyone living with you in such a relationship at the time of death.</p> <p>If your tenancy was passed on to you following the death of someone else, you cannot pass the tenancy on again to another person following your death.</p>
	5.6.2	If there is no husband, wife or civil partner the tenancy may be passed to another member of your family who has lived with you for at least 12 months before your death in line with our Succession Policy.
	5.6.3	<p>Only one person can become a successor and take over the tenancy.</p> <p>In cases of a dispute where there is more than one person qualified to succeed to the tenancy, if there is no agreement between the parties on who will succeed, we will decide.</p>
	5.6.4	If you have a joint tenancy and one of you dies, the surviving tenant will become the sole tenant. This is also a succession. When the successor dies, there is no right to pass the tenancy on again to someone else.
	5.6.5	If your tenancy is passed on to another family member (not spouse or partner) the property may be larger than is needed, for example, it may have one or two empty bedrooms. If this happens we can take legal action to recover the property, as set out in schedule 2 of the Housing Act 1985 (as amended) In such cases we will offer other accommodation that would meet the needs of the successor.
	5.6.7	If you are an introductory tenant when you die the person who we transfer the property to will also be an introductory tenant for the remaining introductory period of the tenancy.
	5.6.8	If you are a demoted tenant when you die the person who we transfer the tenancy to will also be a demoted tenant.
<b>5.7</b>	<b>Right to Repair</b>	
		<p>Secure Tenants can exercise a right to repair in certain circumstances if the council do not do certain urgent repairs in time.</p> <p>If you feel we have not met our repair obligations, more information is available on-line, or seek independent advice from a solicitor, law centre, CAB or other recognised and qualified person.</p>

<b>5.8</b>	<b>Right to Consultation and information</b>	
		<p>All tenants have the right to be consulted and have their views considered on how we manage their homes. This includes:</p> <ul style="list-style-type: none"> <li>• managing, maintaining, improving or demolishing homes;</li> <li>• providing services or amenities;</li> <li>• changes in the practice or policy of the council which are substantial and likely to affect a number of tenants;</li> <li>• you have the right to be informed about our allocation policies.</li> </ul>
<b>5.9</b>	<b>Complaints</b>	
		<p>If you think we have not done what is agreed in these conditions please write to the Director of Housing or contact us by any method set out in this agreement. You must say how we have broken the conditions.</p> <p>If you are not happy with the response you should make a complaint to the Council</p> <p>You may want to get support or advice from:</p> <ul style="list-style-type: none"> <li>• Your local Councillor;</li> <li>• The Citizens Advice Bureau;</li> <li>• A law centre;</li> <li>• A solicitor.</li> </ul>
<b>PART 6 – DATA PROTECTION</b>		
	6.1	Any personal data that you provide will be processed in accordance with current data protection laws. It will be used by Leicester City Council and our partners to deliver and improve services and fulfil our legal duties. We will not disclose any personal information to anyone else unless required or allowed to do so by law. Read more about how we use personal data in our Privacy Notice on our website: <a href="http://www.leicester.gov.uk">www.leicester.gov.uk</a> .
	6.2	We will share your contact info with relevant agencies and contractors where this fulfils our requirements as a landlord.
<b>PART 7 – ENDING YOUR TENANCY</b>		
	7.1	<p>If you wish to end your tenancy you must give us four clear weeks' Notice in writing. This must end at midnight on a Sunday.</p> <p>If you do not give this notice, or you give less than 4 weeks' notice, you will be breaking this condition and you may be charged an amount for damages of up to the equivalent of 4 weeks' rent from when you notify us.</p> <p>Your tenancy may also be ended by a Court Order, or if you surrender it. If you surrender your tenancy you must give us full vacant possession.</p> <p>You will still be liable for four weeks rent.</p>
	7.2	<p>You, and everyone else living there, must move out and give us vacant possession.</p> <p>You must give us back all the sets of keys before your tenancy can be ended. Keys must be returned to us no later than 12 noon on the date they are due.</p>

		If you do not give vacant possession at the end of the tenancy you will continue to be responsible for the rent and other charges and we may pursue you for any debt you owe us.
	7.3	If the tenancy ends because the tenant has died (or in any other special cases) we may accept a shorter period of notice, but not less than one week, from their representative. The tenant's representative must clear the property of all possessions and rubbish before we will end the tenancy. Failure to return the key or to clear the property may mean a charge against the deceased's estate.
	7.4	If you have a joint tenancy, either tenant can end the whole tenancy. A joint tenancy will end after four weeks' written notice of termination has been given by either or both of the joint tenants.  The remaining person will have no entitlement to remain in the property.
	7.5	If requested by the Council, you must allow Council officers and contractors to enter the property by appointment to carry out an interim inspection of its condition prior to your vacating the property.  You can, if you wish, request such an inspection during the four-week Notice period. This inspection will enable the Council to check for alterations or repairs to your home. You may need to rectify these before you leave the property, otherwise, the Council will carry out such works and may recharge you for this.  Any inspection carried out while you are still in occupation will only be a visual inspection due to your furnishings still being in place. This should not be taken as final, as a full inspection will be carried after you have left.  Please note that you will have no right/opportunity to remedy alterations or defects after the tenancy has ended.
	7.6	Once you have given us Notice, you must allow the Council to undertake viewings of the property, with or without prospective tenants. We may take a video to show the layout of the property to prospective tenants. This will be by appointment at a reasonable time.
	7.7	You must leave the property and garden in a clean and tidy condition, having removed all your possessions and rubbish from the property, garden, outdoor structures (e.g. shed) and communal areas. If we have to clean the property after you have vacated it or dispose of your possessions and rubbish, you will be charged for the cost incurred by the Council in doing so.  If the possessions are of any value they may be sold to offset these charges.
	7.8	When you leave, you must give us a forwarding address. If you do not, we may not be able to contact you to refund any money due to you, for example overpaid rent or heating refund.
	7.9	If we find goods or possessions of yours of any value in the property after you have left and given us vacant possession, we will make reasonable attempts to contact you to return them.  If we cannot find you, and you owe us money at the end of your tenancy, we can sell the items, keeping the proceeds to offset any costs we have incurred

		<p>(e.g. storage, selling fees, disposal costs or other reasonable costs), or in satisfaction of any rent arrears or other debts arising out of the tenancy.</p> <p>As provided for under Section 41 of the Local Government (Miscellaneous Provisions) Act, 1982, the Council may, after making proper efforts to contact the former tenant, dispose of any goods left behind as we see fit.</p>
	7.10	<p>You are responsible for ensuring that all gas and electrical appliances that belong to you are appropriately and safely disconnected and removed from the property. Gas appliances should only be disconnected by a Gas Safe registered engineer.</p>
	7.11	<p>We may recharge you for the cost of clearing, cleaning or repairing the inside or outside of the property when you leave, if, in our opinion, the damage was caused by neglect, vandalism, an alteration or because you failed to report repairs to us</p>