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Tenancy Agreement

For Introductory and
Secure Tenancies



**If you wish to serve a Notice on Oxford City Council relating to your tenancy,
please deliver it or send it to:**

**Oxford City Council
St Aldate's Chambers
109-113 St Aldate's
Oxford, OX1 1DS**

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This document contains the conditions that apply to both introductory tenancies and secure tenancies. You should take time to read the whole document because it tells you about all your rights and responsibilities as a tenant. To help you find your way around the document, here is a brief outline of each section:

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1. DEFINITIONS

These are explanations of certain words that have a very exact meaning in this agreement because it is a legal document. The words may have a more general or more limited meaning than you would normally expect.

The property

1.1 This is the building or part of a building that you have the right to occupy under this agreement. It also includes any garden that is part of the property and is used only by you and members of your household. It does not include any area that you share.

You or tenant

1.2 If you are joint tenants the word 'you' or 'tenant' refers to both tenants but also to either tenant. This is because each of you, as individuals, have complete responsibility for keeping to the terms of the Tenancy Agreement.

Notice

1.3 This is a formal written document, given either by you or the Council, saying that you intend to end the tenancy agreement. Notices given by the Council would include Proceedings for Possession, Notice to Quit or Notice of Seeking Possession.

Subletting

1.4 Entering into a written or spoken agreement with someone to pay you rent for allowing them to live in the property while you live somewhere else or allowing them to live in part of the property while you live in the other part. The person you sublet to is called a subtenant.

Assigning

1.5 This is the legal process of passing all your tenancy rights and responsibilities over to another person.

Exchanging

1.6 Swapping the property and tenancy with the property and tenancy of another tenant. This is done through the legal process of assigning.

Possession Order	1.7	This is a formal instruction from a court that gives us permission to take action to make you leave the property.
Service charges	1.8	These are charges that must be paid in addition to the rent for the property. They are for services or facilities that you benefit from. Most often these are charged to people who live in properties where there are shared or common facilities that need maintaining, for example lifts and door entry systems, or where there are common areas that need cleaning and maintaining.
Household	1.9	All the people living at the property. This includes any lodgers, visitors or anyone staying for only a short time.
Shared areas	1.10	When we use the words 'shared areas' this includes stairs, lifts, landings, foyers or entrance halls, roofs, paved areas, gardens, bin stores, parking bays and other areas that can be used by more than one person living in the same building.
Neighbour	1.11	Any adult or child living, even for a short while, in the neighbourhood or local area around the property including any shared areas.
Domestic Violence	1.12	Any violence between current and former partners in an intimate relationship or towards children, elderly people or other adult family members, wherever and whenever the violence occurs. The violence may include physical, sexual, emotional or financial abuse.
Asking Permission	1.13	If, in this agreement, it says that you must ask for permission to do something, you must put your request in a letter. The letter must be signed by the tenant and handed in or posted to your local housing office.

Fraud	1.14	This is when someone gives false information or takes certain action in order to get something which they would not otherwise be entitled to get, for example money, benefits or a tenancy.
Transferring	1.15	This is when you move to another property owned by the Council or you move with our agreement to a property owned by another social landlord . You will have a new tenancy for your new home. See 1.16 for definition of social landlord .
Social Landlord	1.16	This is any landlord that provides rented homes and is registered with the Housing Corporation. This can include councils, housing associations and tenant-run organisations.
Succession	1.17	This is when a tenant dies and the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to do this and only in certain circumstances.

2. ABOUT YOUR TENANCY AGREEMENT

(Note: In this agreement there are specific paragraphs that deal with items that only apply to introductory tenants, or to secure tenants, or to joint tenants).

Keeping to the agreement

- 2.1 This agreement gives you the right to stay in the property as long as:
- you do not break any of the conditions of the agreement,
 - you live in the property as your main home, **and**
 - we have no other legal reason, called a ground for possession, for making you leave the property. (These reasons are set out in Schedule 2 of the Housing Act 1985).
- (See the definition of **property** in paragraph 1.1).

- 2.2 If you break **any** of the conditions of this agreement we can take legal action against you. We may apply to court to make you leave your property, or we may apply to court to change a secure tenancy to a demoted tenancy. Before we take action you may be given the opportunity to discuss the matter with an Estate Manager or other Council officer. You may also be given the opportunity to correct the situation. (See paragraphs 2.17 and 2.18 for an explanation of a demoted tenancy).

- 2.3 If you are joint tenants, you are both responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent. (See paragraph 3.8).

Ending the tenancy

- 2.4 If you want to end your tenancy, you must write to your local housing office to give us notice. (See the definition of **notice** in paragraph 1.3). You must do this at least four weeks before you want to leave your property. This four weeks' notice must end on a Sunday and you must return your keys to your local housing office no later than midday on the Monday immediately after your tenancy ends. If you do not do this, we can charge you further rent and possibly other costs. You should also read sections 9.5 to 9.9.

- 2.5 We can apply to a court to make you and anyone living with you leave the property, if:
- you, or anyone living with you or visiting you, do something that breaks this Tenancy Agreement, or
 - you have given false information in your housing application.
- In these cases we might not offer you another property.
- 2.6 For secure tenants, we can apply to a court to end your tenancy and to change your tenancy to a **demoted** tenancy. (See paragraphs 2.17 and 2.18).
- 2.7 We can also apply to a court to make you, and anyone living with you, leave the property if we need to move you out of your property for a special reason relating to the building itself. You should also read section 2.9.
- 2.8 If you go to court because of a divorce, a domestic dispute or a relationship breakdown, the court will decide whether to order the transfer of the tenancy to one or other of the partners. The tenancy rights will end for the other person who must leave the property.
- 2.9 If we need to serve you with a Notice of Proceeding for Possession, a Notice to Quit or a Notice of Seeking Possession or any other Notice, this will be done by:
- handing it to you in person or to any adult at the property,
 - delivering it through the letter box of the property, or
 - sending it by first-class post to the property or to your last known home address or work address.
- The type of notice we serve you with will depend on whether you are an introductory or secure tenant. If you are an introductory tenant you should also read sections 2.13 to 2.16.

Moving out permanently or for a short while

2.10 You must tell your local housing office if you need to live somewhere else for a while or you are going to be away. If you go away from the property for more than six weeks without telling us we will assume that you have abandoned the property and we may take action to end your tenancy.

2.11 We have the right to apply to court to move you out of your property for certain special reasons. Examples of such reasons are:

- the property has special adaptations for a disabled or elderly person who no longer lives there,
- the property needs to have major repair or renovation work done that would make it impossible or dangerous for you to stay in it while this was being done, or
- the property has become unsafe for some reason and we need to move you for your own safety.

If we need you to move out of your property for such reasons, we will offer you another suitable property to move to. However, if you refuse to move this will be a breach of your tenancy and we can apply to a court to allow us to make you, and anyone living with you, leave the property.

For Introductory Tenancies only

2.12 If you have an introductory tenancy, you will normally become a secure tenant after a trial period. The trial period is usually for one year.

2.13 As an introductory tenant you do **not** normally have the right to:

- sublet, assign or exchange any part of the property. (See the definitions of these words in paragraphs 1.4, 1.5 and 1.6),
- carry out improvements to the property (see paragraphs 6.11 to 6.13), or
- apply to buy your property. (See paragraph 12.2)

**For Demoted
Tenancies only**

- 2.14 If we decide to end your tenancy, we must send you a Notice of Proceeding for Possession. This will tell you that we intend to go to court to ask for a Possession Order and will give the reasons why we are taking possession. (See the definitions of **notice** and **Possession Order** in paragraphs 1.3 and 1.7).
- 2.15 If we serve you with a Notice of Proceeding for Possession, you have the right to ask for a review. You must contact the Review Officer(s) at St Aldate's Chambers within 14 days of the date that the Notice was served.
- 2.16 If we apply to court, the court will normally give us a Possession Order.
- 2.17 Your secure tenancy can be changed to a demoted tenancy if you break your Tenancy Agreement. Only a court can decide whether this is going to happen.
- 2.18 If your tenancy is changed to a demoted tenancy, you do not have the right to:
- sublet, assign or exchange any part of the property. (See the definitions of these words in paragraphs 1.4, 1.5 and 1.6),
 - carry out improvements to the property (see paragraphs 6.11 to 6.13), or
 - apply to buy your property. (See paragraph 12.3).

3. RENT (including service charges)

- 3.1 At the beginning of your tenancy the total amount of rent we must receive from you is shown in the agreement at the front of this Tenancy Agreement.
- 3.2 The total amount you must pay may include certain other payments or charges for additional services. These are called service charges. If any of these are included in your rent they will be listed in your offer letter at the beginning of your tenancy and in any further letters you receive about changes to your rent. (See the definition of **service charges** in paragraph 1.8).
- 3.3 From time to time we will change your rent and/or service charges. This will usually be in April. We will write you a letter letting you know the new amount you must pay. This letter will be sent to you at least four weeks before you need to start paying.
- 3.4 Your payment must be made in advance. We must receive the total weekly amount no later than 12 am (noon) on the Monday of each week. If you want to pay once every two weeks or once a month instead of once a week, you must come to an arrangement with the Rents Team.
- 3.5 You can pay in various different ways. The Rents Team can give you details of how you can pay.
- 3.6 If you do not make all your payments on time, we can apply to a court to make you, and anyone living with you, leave the property.
- 3.7 You must not hold back any rent because you have a dispute with the Council unless you have followed the correct legal procedures. If you do not follow these procedures, we can apply to a court to make you, and anyone living with you, leave the property.

- 3.8 If you are joint tenants, you are each responsible for all the rent. We can get back any rent owed for your property from any one person named as a tenant on this agreement, even if that person is no longer living in the property.
- 3.9 If you pay service charges you have the right to see our financial records relating to service charges. You must give us a reasonable notice period if you want to see these and we can make a reasonable administrative charge for doing this.

4. REPAIRS AND MAINTENANCE

What we will do

- 4.1 We will repair and maintain:
- the structure and outside of the building including, for example, drains, gutters, outside pipes, windows and doors, kitchen and bathroom fittings we have provided,
 - any electrical wiring and gas and water pipes and installations we have provided,
 - any heating equipment and water-heating equipment we have provided (or taken responsibility for), and
 - any shared areas around your property. (See the the definition of **shared areas** in paragraph 1.10).
- 4.2 We will do repairs within a reasonable time. When you report a repair, we will tell you how soon we will get the work done. This will depend on how urgent it is. Response time categories are given to different types of repairs. These time categories are set out in our service summaries and in your Tenants' Handbook or your Tenants' Repairs Book. We will give you a copy of both these books when you first move in.
- 4.3 Under an Act of Parliament you have the 'right to repair' for certain types of repair. This gives you the right to claim some compensation if we do not carry out those repairs within a set period of time. You can get a detailed leaflet about the 'right to repair' from any Council office.
- 4.4 We will clear up any mess after carrying out a repair and we will leave the decoration as close as possible to how it was before we did the work.

What you must do

- 4.5 We can, in special circumstances, move you out of the property to carry out work. This could be because the property needs to be empty for major building repairs, for complete redevelopment or because it has to be demolished. Your move could be permanent or temporary but we will always offer you a suitable alternative property. You will usually get compensation or help with the cost of moving, or both. You should also read paragraphs 2.7 and 2.11.
- 4.6 You must report any faults, repairs or damage to the property (including criminal damage) as soon as possible by telephoning the Repairs Line 0800 227676. If it is criminal damage you should report this to the police and get a crime reference number.
- 4.7 You must allow us into the property if we need to inspect it or to carry out repairs, improvements, gas servicing, or safety inspections. We will give you reasonable warning unless it is an emergency. If you do not let us in we can take legal action to make you let us in or to allow us to make a forced entry into the property.
- 4.8 You must arrange, and if necessary pay for, the repair or replacement of any part of the property that is damaged deliberately, carelessly or neglectfully by you, any member of your household, visitor or animal. If, for reasons of safety or security, we have to do the repair, we will charge you the full cost of the work. (See the definitions of **household** in paragraph 1.9).
- 4.9 You are responsible for keeping the inside of the property in a good condition during the time you are the tenant of the property.

- 4.10 You are responsible for decorating the inside of the property and for doing certain minor repairs and replacements, which are listed in your Tenants' Handbook or Tenants' Repairs Book.
- 4.11 You are responsible for repairing and maintaining all your own equipment, such as cookers or washing machines, unless you have an agreement for us to repair and maintain them.

5. YOUR NEIGHBOURS AND COMMUNITY

What you can expect

- 5.1 You have the right to enjoy your life in your own way as long as you do not upset people living near you. This means you have the right to expect to be treated with respect and tolerance by your neighbours. (See the definition of **neighbour** in paragraph 1.11).

- 5.2 We will help you try to solve problems and differences you have with neighbours. We may take legal action when we can and if we consider it appropriate.

Behaviour of members of your household, your visitors and pets

- 5.3 As a tenant, you are responsible for the behaviour of everyone who lives in or visits the property. This includes any member of your household or a lodger, subtenant, child, visitor or pet. You are responsible for them in the property (including the garden or balcony), on surrounding land, in shared areas (stairs, lifts, landings, entrance halls, pathways, shared gardens, parking areas), in the locality, and in or around Council offices. Your responsibility includes behaviour to anyone who happens to be in the area where you live whether they are another resident, a visitor, Council employee or any other person carrying out business or employed work in the area.

- 5.4 You, and anyone you are responsible for, must not cause a nuisance, or annoy or disturb any other person in the property, on surrounding land, in shared areas, in the locality or in or around Council offices. Examples of nuisance, annoyance or disturbance can include loud music, arguing, slamming doors, dogs barking and fouling, drunkenness, shouting or swearing, selling or taking illegal drugs, dumping rubbish, playing ball games close to someone else's property, vehicle racing, using household appliances at unreasonable times of day, keeping unsuitable or dangerous animals, allowing pets to wander or foul common areas, not looking after pets properly so that they create a health hazard or produce excessive noise or odours, and feeding or attracting wild birds or animals.

- 5.5 We will not tolerate any sort of harassment or victimisation of anyone in the area where our tenants live or towards our staff. If you or any member of your household or a visitor harass or victimise anyone, we may apply to a court to make you, and anyone living with you, leave the property. In these circumstances we may not offer you another property. Examples of harassment include racist, sexist or homophobic behaviour or language, using or threatening to use violence including domestic violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's property or possessions, writing threatening, abusive or insulting letters or graffiti, doing anything that interferes with the peace or comfort of other people. (See the definition of **domestic violence** in paragraph 1.12).
- 5.6 You will have to pay for any repair or replacement that is caused by vandalism or wilful damage in the area where you live by you, any member of your household or a lodger, subtenant, child, visitor or pet. Examples of wilful damage include putting graffiti on any of our buildings or property, or interfering with or damaging security or safety equipment in blocks of flats or maisonettes.
- 5.7 You must get rid of rubbish or unwanted items from the property (including the garden) by using the collection service provided by the Council or by taking them to one of the waste recycling centres provided by Oxfordshire County Council. You must not leave any rubbish or unwanted items in public areas. You must only leave refuse outside the property on the actual day the collection service comes to your area or on the evening before.
- 5.8 You must not allow your pets to foul public areas. You must collect any faeces and dispose of them in a hygienic way.

6. LIVING IN YOUR HOME

What you can expect

6.1 You can expect to live in the property without being disturbed by us, the Council, unless we have good reasons. However, we have the right to be allowed into the property to carry out certain repair and maintenance work or inspections. See paragraph 4.1 for details of the work we must do.

6.2 In an emergency we can force entry into the property if we believe someone is in danger or there is a risk that the property or other properties could be badly damaged.

Who can live in the property with you

6.3 You must not have more people living with you than the maximum number allowed for the property. The number is written at the front of this document.

6.4 You can take in lodgers as long as you will not have living with you more than the maximum number of people allowed for the property.

6.5 If you are a secure tenant you can ask to sublet part of your property while you live in only part of it. You must write to your local housing office asking for our permission and you must not sublet until you have received our permission in writing. We will not give permission for you to sublet the whole of the property to someone else and live somewhere else. (See the definition of **subletting** in paragraph 1.4. Also see the definition of **asking permission** in paragraph 1.13 for the rules on how you must ask for permission).

6.6 If you are an introductory tenant or have a demoted tenancy you are not allowed to sublet any part of your property. (See paragraphs 2.17 and 2.18.)

6.7 You will be responsible for the behaviour of any lodger or subtenant who lives in the property.

Pets

6.8 You must ask permission to keep any kind of pet. If we give permission you must be a responsible owner and your pet or pets must not annoy, disturb, intimidate or attack other people, or cause damage to the property. (See the definition of **asking permission** in paragraph 1.13 for the rules on how you must ask for permission). We will only give permission for you to keep a pet if we believe your pet is suitable to be kept in the property. We will always give permission if the animal is a guide dog or hearing dog for a member of your household.

6.9 We will not normally allow you to keep an animal, reptile or bird in a flat or upper maisonette.

6.10 We can withdraw our permission if we believe your pet is causing a nuisance or you are not a responsible owner.

Improvements and changes you can make

6.11 If you are an introductory tenant you do not have the right to carry out any changes to the property. We will consider any requests to carry out changes but would normally only give permission if or when we give you a secure tenancy.

6.12 If you are a secure tenant:

- you can carry out improvements or changes to the property as long as you get our permission in writing before you start any work. Examples of changes that need our permission are: installing a shower or a gas fire, decorating the outside of the property or putting up an aerial or satellite dish,
- we must give you an answer within 42 days of receiving a letter from you asking for our permission to carry out changes. We cannot refuse permission unless there is a good reason,
- you are responsible for repairs to any changes you make unless you have an agreement for us to repair and maintain them, and
- you can sometimes get compensation when you leave the property for changes you have made.

This only applies to certain types of improvement. (See the definition of **asking permission** in paragraph 1.13 for the rules on how you must ask for permission).

Activities in your home

- 6.13 If you make any improvement or alteration to the property without our written permission, we may tell you to return the property to how it was before. If you don't do as we ask, we will do the work and make you pay for it. We may also take any necessary legal action.
- 6.14 If you want to run a small business from the property you must first get our written permission. We will not normally refuse permission unless the business could damage the property or cause a nuisance to your neighbours. (See the definition of **asking permission** in paragraph 1.13 for the rules on how you must ask for permission).
- 6.15 We can withdraw our permission if we believe your business causes a nuisance.
- 6.16 You must not use the property or shared areas for any illegal activity, for example possessing or selling illegal goods (such as drugs or firearms), restricted goods (such as alcohol), or immoral activities (such as prostitution). This also applies to anyone else who lives in the property or any visitors.
- 6.17 If you or any members of your household are convicted of such activities during your tenancy we will normally apply to a court to make you, and anyone living with you, leave the property.

Use of your garden

- 6.18 You must keep your garden tidy by cutting the lawn and trimming the hedges and bushes and by keeping it free of rubbish.
- 6.19 You must not damage or cut down any tree in your garden unless you have our written permission. (See the definition of **asking permission** in paragraph 1.13 for the rules on how you must ask for permission).

Parking and cars

- 6.20 You must not park a motor vehicle or trailer, caravan or boat anywhere in your garden without our permission. If we give permission you will need to apply to our recommended contractors to construct a drive or hard standing and a dropped kerb and to pay the cost of getting this done. (See the definition of **asking permission** in paragraph 1.13 for the rules on how you must ask for permission).
- 6.21 You must get our written permission before you erect things like sheds, garages, pigeon lofts, aerials or satellite dishes, or if you want to carry out major landscaping or construct a pond. (See the definition of **asking permission** in paragraph 1.13 for the rules on how you must ask for permission).
- 6.22 You can have a bonfire or barbecue as long as you do not cause a nuisance with the smoke or the smell of the smoke, and it does not cause any risk to the property or other buildings.
- 6.23 You, members of your household and visitors must:
- park considerately and follow any parking restrictions, signs and markings in the area around the property,
 - not park on the grass verges near the property or anywhere that could block access by the emergency services,
 - not do large-scale car repairs on the land around the property, on car parking areas or on the road, and
 - not park an illegal, unroadworthy or untaxed vehicle on the property, on the land around or next to the property, on car parking areas or on the road, verges or pavements.

7. HEALTH, SAFETY AND HYGIENE

- 7.1 You must keep the property in good condition and use the fittings responsibly.
- 7.2 You must keep the shared areas of blocks of flats secure by using the security systems properly and not letting strangers in without identification.
- 7.3 You must collect your rubbish tidily using any bins provided by the Council and take it to the correct place on the day that the collection service comes to your area. Also see paragraph 5.7.
- 7.4 You must not keep mopeds or motorbikes inside the property or indoor shared areas.
- 7.5 You must not keep or leave anything in shared areas where they could block landings, stairs or entrances. This includes bikes, pushchairs, plants and pet cages.
- 7.6 You must not keep any dangerous liquids or materials in the property (including in the garden) that could harm other people, or catch fire or explode. In particular you must not use bottled gas, paraffin, petrol or anything else that may be dangerous or a fire risk, in the building or in a shared area.
- 7.7 You must take reasonable action to prevent pipes from freezing and bursting and to prevent damage to the property by fire or explosion.
- 7.8 You must allow our employees or contractors working for us into the property to inspect it or to carry out safety inspections or gas servicing. We will give you at least 24 hours' warning unless it is an emergency. If you do not let us in we may take legal action to make you let us in or to allow us to force entry to the property.

8. COMMUNICATION AND CONSULTATION

How we will treat you

- 8.1 Our staff and anyone contracted to work for us will be polite and considerate to all our customers.
- 8.2 You have rights under the Data Protection Act. The Council will respect these rights in all circumstances where they do not have a duty to pass information to other public organisations.
- 8.3 The Council has a duty to share with other public organisations (for example the police, other departments of the Council, the Inland Revenue or the Department of Works and Pensions) certain information you give us or someone else gives us about you. This is done where the information given could help prevent or detect fraud or help prevent risks to the health or safety of anyone living in one of our properties. (See the definition of **fraud** in paragraph 1.14).
- 8.4 You have the right to see any information we have about you and your tenancy. You can get copies of the information from your local housing office but we have the right to charge you an administration fee. You will not be allowed to see any information that does not concern you directly or is confidential, has been provided by a third party, or concerns someone else.

Consulting you about things that affect you

- 8.5 Oxford City Council Housing Services will work in partnership with our tenants when planning changes to our housing services.
- 8.6 We will carry out regular surveys to find out from you and any tenant representatives whether we are providing you with a good standard of service.

- 8.7 We must ask your views about any plans we have that will significantly affect the property you live in, the services we provide, or your housing situation. Such plans may be to:
- carry out modernisation or improvement work to the property or your estate,
 - change a policy that affects the way we provide services to you, or
 - change the facilities or level of services we provide to you.
- 8.8 The way we consult you will depend on the kind of work we plan to do. If it affects the property you live in we will write to or talk to you personally. If it involves an area or group of tenants, we may use a more general way of discussing with tenants and leaseholders, for example holding meetings or discussing with representatives of your local tenant and residents' associations.
- 8.9 We must ask your views about any major changes we plan to make to this Tenancy Agreement. We will write to you personally asking for your views and giving you a set time in which to respond. Once we have finished consulting everyone involved, we will write to you to tell you if the changes are to go ahead.
- 8.10 We can introduce new minor rules and regulations in response to new concerns of tenants, the landlord or the police without asking your views. These might be in relation to such matters as anti-social behaviour or repairs.
- 8.11 We do not have to consult you about changes to your rent or service charges. However, we will write and tell you at least four weeks before you need to start paying any new amount of rent or service charge.

**If you need to
complain to us**

- 8.12 We will keep you informed about how well we are doing on certain aspects of our work. We will normally send you a housing report every year that describes our work and performance. It will tell you how we pay for the service and how we spend your money.
- 8.13 You have the right to complain about any of the services we provide. We will deal with complaints as quickly as we can.
- 8.14 If you need to make a complaint, you should contact your local housing office as soon as possible. If it is a serious complaint you should follow our formal complaint procedure. This sets out a very clear way for both you and us to behave, to make sure that the complaint is handled correctly.

9. MOVING HOME AND ENDING YOUR TENANCY

Your right to move somewhere else

9.1 You can apply to move to another property belonging to Oxford City Council. This is called a transfer. (See the definition of transferring in paragraph 1.15). You must complete a form to be accepted onto the Council's Transfer Register.

9.2 We will not normally allow you to transfer to another property owned by Oxford City Council or any other social landlord, if:

- you owe us any rent,
- your property, including the garden, is in poor condition, or
- you have made improvements or alterations to the property without our written permission. (See paragraph 6.11 to 6.13 about improvements. See paragraph 1.16 for the definition of **social landlord**).

9.3 You can ask to see a summary of how we decide who gets offered an Oxford City Council home. You can get this from your local housing office.

9.4 If you are a secure tenant, you can apply to exchange properties with another Oxford City Council tenant or a tenant of a housing association or another local council. (See paragraphs 10.6 to 10.8 about exchanging).

If you want to end your tenancy

9.5 Only a named tenant can end the tenancy but if you are joint tenants, either of you can end the tenancy. If the other joint tenant(s) wants to stay we will decide whether they can stay in the home.

9.6 If you want to end your tenancy, you must write to your local housing office. You must give us notice at least four weeks before you want to leave the property. In special circumstances we sometimes allow you to end the tenancy more quickly but this must be agreed with your local housing office. (See the definition of **notice** in paragraph 1.3).

**Preparing to
leave your home**

- 9.7 The four weeks' notice must always end on a Sunday.
- 9.8 You cannot normally end your tenancy by passing it on to someone else. This is explained in paragraph 10.4 and 10.5.
- 9.9 You must leave the property (including the garden) clean and tidy and remove any rubbish or items you do not want to take with you.
- 9.10 You must remove all your possessions from the property (including the garden) unless you have an agreement with your local office to leave certain items. This does not include any furniture provided by us under a separate furnished Tenancy Agreement. You must agree with your Estate Manager what to do with such furniture items.
- 9.11 You must arrange for the repair of any damage that has been caused deliberately or carelessly by you, any member of your household or a lodger, subtenant, child, visitor or pet. A member of staff will assess the property before you leave. If you do not carry out this work or do not do it to a good standard and we have to do the repair, we will charge you the full cost of the work.
You are not expected to repair normal wear and tear on the property while you have lived in it.

**At the end of
the tenancy**

- 9.12 You need to make sure that everyone living with you in the property leaves when you move out. This includes any member of your household or a lodger, subtenant, child, visitor or pet.
- 9.13 You must pay all the rent you owe up to the day your tenancy ends.

- 9.14 You will have to pay the full cost of certain repairs and other work you should have done before you left. These will include:
- damage caused by you, any member of your household or a lodger, subtenant, child, visitor or pet,
 - repairs that are your responsibility to repair. These are set out in your Tenants' Handbook or Tenants' Repairs Book,
 - items that are missing,
 - correcting any alterations you have done to the property without our permission, or not done to a satisfactory standard,
 - removing or disposing of anything you leave, and
 - cleaning the property or clearing your garden if not left in a reasonable condition.
- 9.15 You must leave the property safe and secure. This includes making sure that it is properly locked up before you hand in your keys.
- 9.16 If you do not return all the keys of the property to your local housing office by midday on the Monday immediately after your tenancy ends you will continue to be responsible for paying for the property. This includes keys to doors, windows, garages and sheds.

10. HANDING OVER YOUR TENANCY TO SOMEONE ELSE

10.1 When a secure tenant dies, another member of the household may be allowed to take over the tenancy. This is called succession. The number of times this can happen to a tenancy is limited to one succession. (See the definition of **succession** in paragraph 1.17).

10.2 The person who takes over a secure tenancy by succession must be living in the home when the tenant dies and must be:

- the tenant's wife or husband, or
- the tenant's partner who has lived with the tenant for at least 12 months immediately before the tenant died, or
- a member of the tenant's close family who has lived with the tenant for 12 months immediately before the tenant died.

Sometimes the Council may allow other members of the household to take over the tenancy as long as they had been living with the tenant for at least 12 months immediately before the death.

If a member of your household wants to take over your tenancy after your death they need confirmation from us that they can do this. If the property does not match the housing needs of the the person taking over the tenancy, we have a right to move them to another property. For example, the home may be too large or have special adaptations.

10.3 You cannot choose before your death who can take over your tenancy. If there is a disagreement about who can take over the tenancy between different members of your household who both have the right to take it over, we can make the decision for you.

- 10.4 In some special situations you can pass on your tenancy to someone else before you die. This will be done by assigning the tenancy. (See the definition of **assigning** in paragraph 1.5). You should ask our permission to hand over your tenancy and if you hand over it over to someone else without permission we can apply to a court to make you, and anyone living with you, leave the property.
- 10.5 You cannot hand over your tenancy to another member of your household because of a divorce or relationship breakdown. If the matter goes to court, the court will make the decision. (See paragraph 2.8).
- 10.6 If you are a secure tenant, you can exchange homes with another Oxford City Council tenant or a tenant of a housing association or another local council but you must get our permission in writing first. This is called an exchange. (See the definition of **exchanging** in paragraph 1.6. See the definition of **asking permission** in paragraph 1.13 for the rules on how you must ask for permission).
- 10.7 We cannot refuse permission to exchange unless there is a good reason. Examples of such reasons are:
- we are in the process of taking legal action because you are in rent arrears, or because we need to move you or the tenants of the other property involved to another property,
 - one of the homes has special adaptations for a disabled or elderly person and no one moving into the property needs the adaptations,
 - one of the properties would have more than the maximum number of people allowed to live in it. (The maximum number allowed to live in the property is written at the front of this agreement),
 - one of the properties would be too large for the household moving in, or
 - one of the properties is part of a sheltered-housing scheme and the household moving in would be too young for sheltered housing.

10.8 We can withdraw the permission for the exchange, if:

- you owe any rent,
- the property or garden is not in a good condition, or
- you have made improvements or alterations without our written permission.

10.9 It is illegal to pay someone to exchange properties with you. If you do this we can apply to a court to allow us to make you, and anyone living with you, leave the property.

11. CHANGING LANDLORD OR MANAGEMENT OF HOUSING SERVICES

- 11.1 You, together with other tenants in your area, have the right to choose a different organisation to own or manage your properties and tenancies or to provide certain services normally provided by us. This is called Tenants' Choice. The new organisation could be a housing association, a private company or a tenant-run organisation and they would have to be in agreement with the proposal. You can get more information about this option by writing to The Housing Corporation, South East Region, Leon House, High Street, Croydon, Surrey CR9 1UH.
- 11.2 You, together with other tenants in your area, have the right to manage your properties or certain services through a tenant-run organisation. This is called the right to manage. You can get information about the right to manage from your local housing office.

12. BUYING YOUR HOME

- 12.1 Secure tenants may have the right to apply to buy their homes under current government regulations covering the Tenants' Right to Buy. Leaflets are available in the reception area of your local housing office.
- 12.2 Introductory tenants are not allowed to apply to buy their homes. However, if they become a secure tenant at the end of their introductory tenancy, any time spent as an introductory tenant will count towards the years spent as a tenant of Oxford City Council.
- 12.3 A demoted tenant does not have the right to apply to buy their home unless they become a secure tenant again.



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Translations available

অনুবাদের ব্যবস্থা আছে
提供有翻譯本
तरजमे उपलब्ध हैं
उरजमे मिल सकदे हन
ترجمہ دستیاب ہے

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