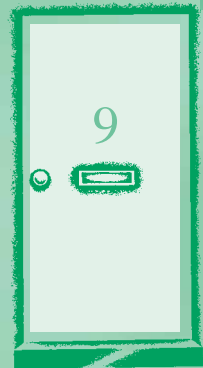




Your rights and the conditions of your tenancy

Tenants Handbook
HOUSING DIRECTORATE



Introductory Tenancies

Introductory tenancies act as probationary periods to help combat anti-social behaviour and to make sure new tenants are meeting all the terms of their tenancy conditions.

Epping Forest District Council operates an introductory tenancy scheme for all new tenancies. As an introductory tenant you will not become a secure tenant until after you have completed the probationary (or trial) period of one year starting from the date of your Tenancy Agreement. During this period you have no security of tenure, and the Council can repossess your home more easily than it could if you had a secure tenancy. The Council will only seek to do this if you have broken any of the terms of the Tenancy Agreement.

Right to a secure tenancy

Your introductory tenancy will convert to a secure tenancy after the trial period, unless the Council has commenced action to end your introductory tenancy. You must sign a Tenancy Agreement and comply with the secure tenancy conditions (these are set out at Section 3). These conditions apply from the start of your tenancy, except that you will not have the 'Right to Buy' until you are a secure tenant.

Extending the introductory tenancy period

If the Council has any minor concerns about the way in which you are conducting your tenancy, it has the legal right to extend your introductory tenancy period by a further 6 months. A 'Notice of Extension' must be served before the Council can extend the trial period. The Notice will advise you of the right to request a review of this decision.

Ending your introductory tenancy

If during the period of your introductory tenancy you break any of the conditions of your tenancy, the Council may take action to evict you. Before the Council takes such action it will warn you formally in writing, giving you the opportunity to resolve any breaches of tenancy conditions. If the breaches are not resolved it will serve you a Notice of Possession Proceedings giving the reasons for taking the action. You will be given the right to request a review of the Council's decision to evict you. If the Court is satisfied that the Notice and review have been carried out correctly, they must grant the Court Order.

We can serve a Notice of Possession Proceedings if you, a member of your family, or a visitor to your home, break any condition of your Tenancy Agreement. The most common reasons are for causing anti-social behaviour or not paying the rent. Two written warnings will be sent before a Notice is served.

What to do if the Council serves a Notice of Possession Proceedings

After we serve a Notice of Possession Proceedings (NPP), you have 14 days to ask for a review of our decision. The review will be carried out by an officer who is senior to the officer who took the original decision, and someone who has had no previous involvement in the case.

The Court must grant the Council a possession order if they are satisfied that the NPP, and review proceedings, have been followed correctly. The Court does not have the power to grant a 'suspended order' for introductory tenancies. This means that the Court will not give you another chance to put things right. For example, if you are in arrears with your rent the Court cannot agree to you clearing the debt by weekly payments. With introductory tenants the Court can only grant an order for possession of your home.

Complaints from neighbours

All complaints of nuisance are thoroughly investigated by the Council. You will be given the opportunity to have your say if a neighbour complains about you, and to put things right if any complaint is upheld.

More information on introductory tenancies

The introductory tenancy scheme is explained briefly in this leaflet. Please read your Tenancy Agreement for full details of the introductory tenancy scheme, or see our leaflet 'Introductory Tenancies' which is available from our website www.eppingforestdc.gov.uk and at the Council Information Desks.



Secure tenancies

If you are a secure council tenant, you have a number of legal rights. A full explanation of these rights is available in a booklet produced by the Government called “Your Rights as a Council Tenant”, which is available from the Council. Other leaflets explain some specific rights in more detail.

The main rights which you should be aware of are:

Security of tenure

Providing you comply with your Tenancy Agreement, you have the right to stay in your home for the rest of your life.

However, if you break the terms of your Tenancy Agreement, for example, by not paying your rent or causing anti-social behaviour, the Council could seek to repossess your home through the courts.

In rare circumstances the Council might ask you to move if your home is to be part of a major redevelopment, but we would have to offer you another suitable place to live.

The right of succession

If you die, another member of your family may have the right to take over your tenancy. See Tenants Handbook leaflet number 5, ‘Succession to a secure tenancy’ for further information.

The right to take in lodgers

You do not need permission to take in lodgers, providing your home is large enough, although we would ask you to advise the Council of the details of any new occupants.

You also have the right to sub-let part (but not all) of your home to a sharer if the Council agrees in writing. Refer to your Tenancy Agreement.

The right to buy

As a secure tenant, you have the right to buy your home, providing it is not a dwelling reserved for older people. See Tenants Handbook leaflet 7 'Buying your home from the Council'.

The right to repair

If the Council does not carry out work or repairs in a reasonable time, you have the right to have the work done by another contractor or do it yourself and recharge the cost to the Council.

To protect yourself, and your right to reimbursement, contact the Housing Repairs Section before doing any work to ensure the correct procedures are followed.

The right to carry out improvements

You have the right to make improvements to your home. However, you must get our written permission before starting the work. We can only refuse permission if we can show good reason.

You may also be entitled to reimbursement for some of the costs if you subsequently move.

See Tenants Handbook leaflet 3 'Repairs and improvements to your home' for further information.

The right to exchange

You may have the right to exchange your home with that of another tenant.

Tenants taking part in an exchange must get the permission of all the landlords involved. Landlords can refuse if, for example an exchange creates under-occupation, a "Notice of Seeking Possession" is in force, or you have committed acts of anti-social behaviour. Permission may also be subject to conditions if you have rent arrears.

See Tenants Handbook leaflet 6 'Moving home with the Council' for further information.

The right to know how housing benefit is worked out

If you apply for housing benefit you have the right to know how the Council decided your entitlement.

See Tenants Handbook leaflet 2 'Rents, benefits and housing management', or contact the Council's Housing Benefits Division.

The right to be consulted

The Council must tell you if it proposes to change significantly the way it runs your home or estate, and seek your views.

The right to see your housing files

When you apply for housing with Epping Forest District Council, a file is created. Other files may be created if you decide to buy your home, or apply for Housing Benefit. Most file information is routine, but in some cases it may be sensitive. It may, for example, contain information about rent arrears.

To see your files, contact the Housing Directorate (or the Benefits Division if it concerns housing benefit) in writing, and ask for an appointment (giving at least 7 days notice). When you come in you will be asked for proof of identity, such as an original passport or driving licence, to ensure that your files are not seen by any unauthorised persons.

Some information, such as medical and probation reports, may be removed from your files before you inspect them. This type of information is supplied to the Council on a strictly confidential basis, but a note will be inserted in the file so you know what has been removed. If you object to the Council withholding this information, you have a right of appeal.

You cannot remove items from your files or take files away, but you can get copies, for which a photocopying charge may be made.

You can make comments you wish to see included in your files, or correct errors. A special form is provided for this purpose.

Tenancy Agreement

General Terms

1 Explanation of Terms:

1.1.1 In these conditions the terms;

(a) 'The Tenant' and 'Him' and 'His' refer equally to both sexes and in the case of a joint Tenancy, to the joint Tenants jointly and severally.

(b) 'The Premises' means the dwelling let subject to this Tenancy Agreement.

It is agreed as follows:

2 Rent and Other Charges

2.1.1 The Tenancy is a weekly periodic Tenancy commencing and ending on any Monday. The rent is payable fortnightly in advance and two weeks inclusive rent shall be payable prior to the commencement of each fortnight.

2.1.2 The weekly net rent, and/or service/support charges (if applicable), payable fortnightly may be altered on written Notice of no less than 4 weeks being given to the Tenant by the Council specifying the rent proposed.

2.1.3 The Tenancy is subject to any housing benefit or rent rebate scheme of the Council (or other statutory agency) that may be in force at any given time.

2.1.4 If the Tenant's rent account is in arrears at any time, the Council may at once serve the Tenant with a Notice of Seeking Possession and subsequently institute legal proceedings for the recovery of the arrears, and/or seek to regain possession of the Premises through the Court. The Council may take all other steps available within the law to recover the debt outstanding. These are means by which the Council might, in addition to seeking possession of the Premises, also seek to recover the rent and examples of such means are as follows:

(a) Dstraint

(Bailliffs would be instructed by the Council to remove certain goods from the ownership of the Tenant to be sold to pay off the debt);

(b) Money Judgements

(With the agreement of the Court, the debt will be paid to the Council by the Tenant immediately or by instalments);

(c) Attachment of Earnings

(With the agreement of the Court, money due to the Council will be deducted periodically from the Tenant's salary);

(d) Garnishee Orders

(Should the Tenant be in arrears of rent, the Court can order any person who owes the Tenant money to pay the money direct to the Council up to the value of the arrears);

(e) Administration Orders

(Following an examination of the Tenant's debts and personal circumstances, the Court may order that all the Tenant's debts are repaid by instalments either in full or to such extent as the Court considers practical); and

(f) Liberty to Restore

(Where a case is adjourned due to agreement being reached regarding payment or debt. The Court reserves the right on appeal of the Council to restore proceedings).

2.1.5 Whilst the Tenant is in arrears of rent the Council will not undertake specific discretionary improvements to the Premises unless it is in the best interest of the Council or Premises, or safety of the Tenant.

3 Variation of Tenancy Conditions

3.1.1 The Council may add to, or vary, conditions contained in the Tenancy Agreement by giving Notice consulting with the Tenant and satisfying all requirements of law in being at the time of such a variation.

3.2 Service of Notices

3.2.1 The Tenant is hereby served Notice that the Council's address at which Notices may be served by the Tenant is the address stated at the top of the Declaration attached to the Tenancy Agreement.

3.2.2 Any legal Notice or any other communication arising from the Tenancy Agreement, shall be validly served on the Tenant by the Council if posted or delivered to the Premises, and will be deemed as having come to the Tenant's attention.

3.2.3 If the Premises has been, or appears to have become, abandoned and the Tenant cannot be traced it will be sufficient in accordance with the Tenancy Agreement to serve Notice by post or delivery to the Premises as the last known address (Section 233 Local Government Act 1972). Following expiry of the Notice the Tenancy will come to an end.

3.2.4 If the Tenant dies and there is no person qualified to succeed and the Tenancy has not been vested or otherwise disposed of in pursuance of an order made under the Matrimonial Causes Act 1973 Section 24, Matrimonial and Family Proceedings Act 1984 Section 17 (1) or Children's Act 1989 paragraph 1 of Schedule 1 or to the Council's knowledge would not be so vested or disposed of in pursuance of such an order, then the Tenancy will be terminated by serving a Notice to Quit and such a Notice will be sufficiently served if left at the last known place of abode or business in the United Kingdom of the Tenant, or if affixed or left for him at the Premises, or is sent by post in a registered letter addressed to the Tenant by name at the Premises and if that letter is not returned undelivered.

4. Termination of the Tenancy

4.1.1 The Tenancy may be terminated by either party (the Tenant or the Council) by expressed surrender by the Tenant giving, in writing, four weeks' notice (not counting the day on which the Notice is served) to expire on a Monday. Any Notice given by the Tenant must be signed by the Tenant and sent to the Council. Any Notice served on the Tenant by the Council will be in accordance with Section 83 of the Housing Act 1985, the Protection from Eviction Act 1977, or any legislation in force at the time.

4.1.2 The Tenant will allow the Council access to undertake an accompanied viewing with a potential future tenant prior to the Tenancy ending.

4.1.3 At the end of the Tenancy the Tenant will give up possession of the Premises to the Council and be responsible for thoroughly emptying and cleaning the Premises on leaving, and for leaving them and the Council's fixtures and fittings in the Premises in a proper state of repair and decoration and to surrender by delivery of all keys to the Council's offices by the last day of the Tenancy and deliver up possession of the Premises to the Council. The Council will accept no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy. Following the Tenant giving vacant possession any works to correct defects deemed by the Council to be the Tenant's responsibility will be re-charged to the vacating Tenant.

5 Transfer to Another Dwelling

5.1.1 Prior to a transfer to another dwelling an officer of the Council may visit the Premises to carry out an inspection. The Tenant will be notified of any defects to the Premises, which in the opinion of the Council must be corrected by the Tenant prior to the transfer taking place. Following the Tenant giving vacant possession any works to correct defects deemed by the Council to be the Tenant's responsibility will be re-charged to the vacating Tenant.

6 The Tenant's Obligations - The Tenant agrees:

6.1 Possession

6.1.1 To take possession of the Premises as His only or principal home at the commencement of the Tenancy. If the Tenant fails to occupy the Premises as His only or principal home, the Council may take legal proceedings to obtain possession of the Premises.

6.1.2 To always reside in the Premises apart from circumstances such as holidays or periods in hospital. If the Tenant intends to be absent from the Premises for a period of two months or more He shall inform the Council in writing.

6.1.3 Not to operate any business from or at the Premises, and not to use the Premises for any reason other than a private dwelling-house.

6.1.4 To permit the Council or its representatives on reasonable notice, which may be verbal, to enter the Premises to inspect them or to carry out works to the Premises or adjoining property at reasonable times. If this is not granted by the Tenant then a Court Injunction, or possession proceedings for breach of the Tenancy Agreement, may be sought in exceptional circumstances.

6.2 Nuisance and Anti-Social Behaviour

6.2.1 Neither to cause by Himself or His agents nor to allow members of His/Her household or visitors to cause a nuisance or annoyance to other persons in the locality including neighbours or to any tenant, agent, employee or contractor of the Council.

6.2.2 Not to cause or commit or allow anyone living with the Tenant or the Tenant's visitors to cause or commit any form of harassment or other anti-social behaviour. Harassment and anti-social behaviour is any act or omission which interferes with the peace and comfort of or which may cause nuisance annoyance or injury or offence to any other tenants, member of their

household, visitor, neighbour, the Council including the Council's employees and contractors or any other member of the general public and includes (but is not limited to):-

- (a) harassment on the grounds of age, gender, sexuality, race, culture, ability or lifestyle;
- (b) violence or threats of violence to any person;
- (c) abusive or insulting words or behaviour;
- (d) offensive drunkenness;
- (e) damage or threat of damage to property belonging to another person including damage to any part of a person's home;
- (f) writing graffiti and in particular graffiti, which is abusive, threatening or insulting;
- (g) making unnecessary or excessive noise by any means whatsoever including arguing and door slamming;
- (h) using or allowed use of the Premises for prostitution and/or for dealing in or the illegal use of any controlled drugs;
- (i) using the Premises for handling or storage of stolen property;
- (j) any nuisance or annoyance caused by pets including barking and fouling; and
- (k) playing ball games close to someone else's home.

6.2.3 Should any such incidents occur, the Tenant accepts that the Council may serve a Notice of Seeking Possession on the Tenant to take possession of the Premises, or make application to the Court to obtain an Injunction (with a possible power of arrest) against any person whether or not they are the Tenant in accordance with the Housing Act 1996, or Crime and Disorder Act 1998, or any legislation in force at the time.

6.3 Pets

6.3.1 Not to keep a pet animal such as a dog, cat, or similar unless the Tenant occupies a dwelling with direct access to its own enclosed garden.

6.3.2 In all other cases, to obtain the written consent of the Council before keeping a dog or any other animal (but not a small caged bird) that may be likely to cause a nuisance or annoyance to other persons within the vicinity. Should permission be granted the Tenant will keep the animal under proper control at all times. The Council may at any time require the removal of any pet or animal if in its opinion it is kept in a manner prejudicial to the comfort of other Tenants/residents, or the well being of the pet or animal, or detrimental to the Council's property.

6.3.3 Not to keep a pet animal if living in a sheltered or grouped housing scheme for the elderly, with the exception of a caged bird or a similar pet which may be allowed with the written permission of the Council.

6.4 Smoking at Sheltered Housing Schemes

6.4.1 That neither He nor any of His visitors, will smoke in any of the communal areas if living in sheltered or grouped accommodation.

6.4.2 That if He lives in sheltered accommodation, in the interest of safety, will not have use of gas apart from communal heating.



6.5 Maintenance and Decorations

6.5.1 To keep the interior of the Premises in good and clean condition (including the sweeping of chimneys) and to decorate all internal parts of the Premises at reasonable intervals as required by the Council and to make good at request by the Council any unsuitable decoration or any decoration required on leaving to making the Premises fit for re-letting.

6.5.2 To be responsible for repair/replacement as necessary of the following:

Airing racks

Battens

Clothes line posts

Coat rails

Curtain Rails

Dividing fencing

Door furniture

Electric plugs, fuses and bulbs

Fireplace fittings

Floor and wall tiles

Gate hinges and fasteners

Glazing (with the exception of the elderly and proven vandalism)

Hearths

Hot water cylinder jackets

Keys

Plugs for the bath, basin and sink

Rear garden paths

Tap washers

Wall brackets etc

Water butts

WC chains, seats and lids

6.5.3 To keep the floors in the Premises covered in such a manner as to minimise the transmission of noise arising in the Premises to other parts of the building (assuming these Premises are in a block).

6.6 Damage

6.6.1 To keep the interior of the Premises and cooking apparatus and floor coverings in repair, to replace all broken glass and to make good damage to the exterior or interior (including damage to the Common Parts and fixtures and fittings) caused by the Tenant's failure to use the Premises or the Common Parts in a tenant-like manner or by the Tenant's household or any visitor of the Tenant to the Premises.

6.6.2 In the event of failure by the Tenant to carry out such remedial works within a reasonable time, then to pay any reasonable costs incurred by the Council in carrying out such works, either during the period of the Tenancy or when the Tenancy has ended.

6.6.3 To replace any of the Council's fixtures and fittings removed during the Tenancy and in the event of a failure to replace such fixtures and fittings then to reimburse the Council with the cost of replacing the same during, or after, the termination of the Tenancy, and to pay any reasonable administration costs incurred by the Council in so doing.

6.6.4 To be responsible for clearing blockages in any WC, drain, sewage or waste pipe caused by the act or neglect of the Tenant, anyone residing with the Tenant or the Tenant's visitors and in the event of the Tenant failing to clear such stoppages within a reasonable time then to be responsible for the cost of the Council so doing.

6.6.5 To report to the Council promptly any disrepair or defect for which the Council is responsible at the Premises or the communal areas.

6.6.6 Not to commit any action or act of negligence likely to invalidate the Council's insurances or persist in any such action or act after notice in writing from the Council.

6.7 Household Contents Insurance

6.7.1 To note the advice of the Council to take out adequate Home Contents Insurance to cover for loss or damage of decorations, goods, or belongings owned by the Tenant and kept at the Premises, including outbuildings.

6.8 Parking

6.8.1 Not to park any motor vehicle within the curtilage of the Premises without a hardstanding being in place, and without having the written permission of the Council for a vehicular crossover being constructed in accordance with the Council's current policy.

6.8.2 Not to park caravans, boats, commercial vehicles, or trailers within the curtilage of the Premises without the permission of the Council.

6.8.3 Not to park heavy vehicles on the estate for prolonged periods. Heavy vehicles are vehicles whose gross unladen weight is 2 tonnes or more.

6.9 Roadways

6.9.1 Not to block local roadways and other vehicular accesses, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.

6.10 Communal Areas

6.10.1 That if occupying a flat or maisonette (not within a sheltered scheme) to accept a share of the responsibility for the cleaning of the communal parts of the Premises, including all communal windows.

6.10.2. To keep clear from obstruction any communal balcony, landing, staircase or walkway, or any other communal means of access to or from the Premises.

6.10.3 To be responsible for the cleaning of communal staircases and landings, where an existing cleaning service is not in operation.

6.10.4 To keep any garden (enclosed, remote, or communal) forming a part of the Tenancy in a tidy and cultivated condition. Not to plant any trees e.g. leylandii, conifers without the written permission of the Council, and keep all existing hedges to a maximum height of two metres, and all trees in good condition.

6.10.5 To dispose of refuse and rubbish, securely and hygienically wrapped, into dustbins or into plastic bags provided and to place the refuse and rubbish in the correct and suitable area. To remove and dispose of all unwanted items, which are not normally collected by the refuse collectors.

6.11 Alterations and Additions

6.11.1 To seek the written consent of the Council before any alteration or addition is made to the Premises, or to any of the Council's fixtures and fittings, or to the gas, electrical or other services installed therein; or any temporary or permanent building structure or installation, such as a green house, garage or shed, is erected or constructed within the curtilage of the Premises.

6.11.2 To complete, once started, authorised work within a reasonable time and to the required standard of workmanship.

6.11.3 To seek the written consent of the Council before erecting any notice or advertisement relating to commercial purposes, or any television, or radio aerial, or television satellite dish, if affixed to the exterior of the Premises.

6.11.4 To be responsible for any repairs to the equipment and for the costs of removal and re-installation should it obstruct any works the Council may wish to undertake to the Premises or adjoining premises.

6.11.5 To seek the written consent of the Council before removing any tree or shrub or before any part of the garden is concreted or paved over (other than existing paths).

6.12 Safety

6.12.1 Not to use or store at the Premises, adjacent garage, or store cupboard, inflammable liquids, gas, or similar.

6.12.2 The Council strongly advises that the Tenant installs smoke alarms in the Premises.

7 The Council's Obligations - The Council Agrees:

7.1 Possession

7.1.1 To give the Tenant possession of the Premises at the commencement of the Tenancy.

7.1.2 Not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises provided that the Tenant complies with the Tenancy Agreement and its obligations, except in the following special circumstances:

(a) Where access is required subject to reasonable notice, which may be verbal, to enter the Premises in an emergency to inspect the condition, or to carry out repairs or other works to the Premises or adjoining property. If this is not granted by the Tenant then a Court Injunction, or possession proceedings for breach of the Tenancy Agreement, may be sought in exceptional circumstances.

(b) Where possession is required by the Council for the purposes of redevelopment, major rehabilitation or other major works, and the Council in its opinion has offered the Tenant suitable alternative accommodation.

(c) In order to comply with any Order of the Court to grant the Tenancy to another person.

7.2 Repair of Structure and Exterior and Interior of the Premises

7.2.1 To keep in good repair (and to a standard acceptable to the Council) the structure and exterior of the Premises including drains, gutters, external pipes, roof, outside doors, window sills, window catches and frames, internal walls, floors, ceilings, doors, window frames, and skirting boards, chimneys, chimney stacks, but not including sweeping of chimneys.

7.2.2 To provide at the commencement of the Tenancy, wire and post boundary divider. Any further dividing fencing, to a higher specification to wire and post fencing will be the responsibility of the Tenant.

7.2.3 To keep in good repair the following installations:

(a) The installations in the Premises for the supply of water, gas, and electricity, and sanitation including basins, sinks, baths, and sanitary conveniences;

(b) The installation in the Premises for space heating or heating water;

(c) Electric wiring (including sockets and switches originally installed by the Council), gas and water pipes; and

(d) The lift service where provided.

7.2.4 In the case of flats and maisonettes to take all reasonable steps to keep in good repair the communal entrances, halls, stairways, rubbish chutes, and any other common parts for use of the Tenant or His visitors.

8 Internal Decoration - Communal Areas

8.1 Communal Areas

8.1.1 Make every reasonable endeavour to arrange for the internal redecoration of entrance lobbies, staircases and landings in blocks of flats and/or maisonettes and communal lounges and laundries at sheltered housing schemes at regular intervals.

8.2 External Decoration

8.2.1 To make reasonable endeavours to arrange for the external painting of dwellings and other parts of the estate at regular intervals.

8.3 Redecoration After Structural Damage

8.3.1 In the case of Premises at which the Council has responsibility for structural defects under the Tenancy Agreement, within 3 months of rectifying the defects or such longer period as may be required due to circumstances outside the Council's control, to make good as necessary any internal decorative damage caused by the defects.

9 Cleaning Services

9.1.1 To arrange for the cleaning of lifts and courtyards on estates.

10 Inspection of Estates

10.1.1 To regularly inspect estates and the buildings and equipment thereon to ensure they are maintained to a reasonable standard.

11 Period of Repairs

11.1.1 To remedy within a reasonable time all defects reported by the Tenant to the Council for which the Council is responsible, in accordance with the Tenancy Agreement.

12 Exceptions to Repair Liabilities

12.1.1 Not to be liable to keep in repair and working order appliances (or their connection to the supply) that make use of the supply of gas, water and electricity unless these appliances have been provided by the Council.

12.1.2 Not to be liable to carry out repairs which have become necessary due to the Tenant not using the Premises in a tenant-like manner or by not observing the Tenancy Agreement.

12.1.3 Not to be liable to rebuild or otherwise reinstate the Premises in their former condition in the case of substantial destruction.

12.1.4 Not to be liable to repair or maintain anything, which the Tenant is entitled to remove from the Premises, excepting any damage caused by some act or omission of the Council.

13 Tenants Rights

13.1 Lodgers/Subletting

13.1.1 It is a term of every secure tenancy that the Tenant may allow any persons to reside as lodgers in the dwelling house, but will not, without the written consent of the Council, sub-let

or part with possession of part of the dwelling house. If the Tenant parts with the possession of the Premises or sub-lets the whole of it (or sub-lets first part of it and then the remainder) the Tenancy ceases to be a secure Tenancy and cannot subsequently become a secure Tenancy.

13.1.2 The Tenancy is not capable of being assigned save by way of exchange or pursuant to an Order made in various matrimonial proceedings or to a person who would be qualified to succeed the Tenant if the Tenant died immediately before the assignment and in all such cases upon conditions which are set out in the Housing Act 1985.

14 Improvements

14.1.1 The term 'improvement' shall mean any alteration in, or addition to, the Premises including the Council's fixtures and fittings, provision of services to the Premises, erection of any aerials or satellite dishes, or to carry out any external decoration.

14.1.2 The Tenant shall not make any improvement without the written consent of the Council.

15 Compensation for Improvements

15.1.1 Tenants may be compensated after the end of the Tenancy for 'qualifying' improvements carried out to the Premises by the Tenant in accordance with the Leasehold Reform Housing and Urban Development Act 1993, or any subsequent legislation in force at the time the Tenancy is terminated.

16 Right to Repair

16.1.1 Should specified repairs (for which the Council is obliged to carry out within the specified times-scale in accordance with the Housing Act 1985) not be carried out, the Tenant will be able to carry out such repairs to the Premises, and recover from the Council such sums which are determined under the scheme for qualifying repairs.

17 Right to Exchange

17.1.1 The Tenant may, with the written consent of the Council, enter into a mutual exchange thereby Assigning the Secure Tenancy to another secure/assured tenant, provided that the other secure/assured tenant has the written permission of the Council. The Council will grant consent provided that He has a clear rent account and that there are no Grounds under the Housing Act 1985 (or any subsequent legislation) to refuse.

18 Right to Buy

18.1.1 The Tenant will have the right to buy the Premises subject to conditions and exceptions in accordance with the Housing Act 1985 (or any subsequent legislation).

19 Complaints and Compliments

19.1.1 If the Tenant has a complaint or wishes to register a compliment about any service provided by the Council they can do so under the Council's procedures in force at the time.

20 Consultation and Information

20.1.1 The Council will consult with its tenants on matters relating to housing management, changes to the Tenancy Agreement etc. by which secure tenants will be substantially affected, in accordance with current government legislation and good practice. This will include informing the Tenant of any proposal, giving the Tenant the opportunity to make their views known, and considering any representations made prior to any decision being taken.

Please phone 01992 564292 if you would like this information provided in any other way, as a large print version for example.

The information given in this leaflet was correct at February 2009. Please be aware that there may have been changes since that time, such as new laws or council policies.

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