

# TENANCY AGREEMENT

For information only



Working in  
Partnership with



This Tenancy Agreement is a legal contract giving the conditions of a tenancy between the Borough of Poole and you. It describes your, and our, rights and responsibilities. When you sign this agreement you become a Secure Tenant of Borough of Poole. You have the right to get independent legal advice from a solicitor, Citizens' Advice Bureau or a law centre if you are unsure about signing this Tenancy Agreement.

This tenancy agreement is between:

you:

and:

and us, **Borough and County of the Town of Poole**

for the home at:

Size of property:

Type of property:

This is a **weekly** tenancy starting on **Monday**

If you would like this document in large print or in a different format, such as Braille or audiotape or translated into a different language, please contact us on 0800 652 3900 or email us at [enquiries.php@poole.gov.uk](mailto:enquiries.php@poole.gov.uk)

যদি আপনি আপনার নিজের ভাষায় এই তথ্য  
অনুবাদ করতে চান, দয়া করে নিম্ন লিখিত  
সাহায্যে ফোন করে আপনার সোপাসোপের  
ঠিকানা দিন।

如欲要求把本文件翻譯成  
中文，請按以下電話，  
向我們提供你的  
詳細聯絡資料。

Caso deseje receber o presente documento traduzido em seu próprio idioma, queira por favor ligar para o número abaixo dando seus dados completos de contacto 0800 652 3900.

If English is not your first language, we can arrange for a translator if you would like to talk to us face to face or on the telephone.

## Introduction

This is a legal contract describing the conditions of your tenancy and setting out the Council's responsibilities as your landlord and your rights and responsibilities as a tenant. On signing this Agreement you will become a Secure Tenant of the Borough of Poole. Poole Housing Partnership Ltd manages all properties on behalf of the Borough of Poole.

If there is anything you do not understand, please contact your Housing Officer or seek independent legal advice. It is important you understand that if you break any of the terms detailed in this Agreement, Poole Housing Partnership Ltd, on behalf of the Council, may take legal action against you, which could result in you losing your home.

### Independent Advice

You can get independent legal advice about this Tenancy Agreement and your rights from the Citizens Advice Bureau, Shelter or a solicitor.

Citizens Advice Bureau

54 Lagland Street  
POOLE  
Dorset  
BH15 1QG

01202 680838

Shelter Dorset Housing Aid Centre

30 Poole Hill  
Bournemouth  
Dorset  
BH2 5PS

0808 800 0380

## 1. Meaning of words used

- a) The words 'we' and 'us' mean Poole Housing Partnership and/or the Council of the Borough and County of the Town of Poole.
- b) The words 'you' and 'yours' mean all individual and joint tenants.
- c) The words 'the property', 'your home' and 'your property' mean the home at the address shown in the Tenancy Agreement and includes any garden, balcony, outbuilding, shed, fence or wall let with the home.
- d) The word 'pet' means an animal kept in the household. You can keep domestic cats, dogs, small caged birds, rodents, rabbits, insects, reptiles or fish (as long as they are not poisonous, do not cause a nuisance and you get our permission).

## 2. Your Secure Tenancy

- a) Having a Secure Tenancy gives you certain rights and responsibilities.
- b) This Agreement is a legal contract and signing it makes you a Secure Tenant.
- c) As the tenant(s) you must keep to the conditions of this Agreement. You are responsible for the conduct and behaviour of friends, relatives and any other people (including children) and pets living in or visiting your home, any shared areas and locality.
- d) As long as you meet the conditions of this Agreement and make sure that anyone living with you or visiting you meets with the conditions of this Agreement, we will not interfere with you quietly enjoying your home.

### **3. Changing the tenancy conditions.**

- a) We may change these tenancy conditions if you, and we, agree to the change, or if we give you a 'notice of variation'.
- b) Before we give you a notice of variation, we will write to you and tell you about the changes we are going to make and give you the opportunity to comment on the proposed changes to the conditions of your tenancy.

### **4. How we give notices.**

- a) In addition to any way permitted by Law, we can give you notices under this Tenancy Agreement by doing any of the following:
  - i. Giving it by hand to you or any joint tenant.
  - ii. Leaving it at the property.
  - iii. Leaving it at the last address we have for you.
  - iv. Attaching it to your front door or any other part of the property you can see easily.
  - v. Sending it by post to the property or to the last address we have for you.

### **5. Legal action.**

- a) If you break the terms of this Agreement, we may decide to take legal action to evict you from your property. If this happens you will be served with the appropriate legal notice.
  - i. If a notice is served on you, normally possession action in Court can begin 28 days from the date the notice is served.
  - ii. In cases of antisocial behaviour, however, we can apply to the court for immediate possession of your home.
- b) If you breach any condition of this Agreement we may charge you:
  - i. The costs of taking any Court action.
  - ii. The costs of putting right any breaches of your tenancy agreement.
  - iii. For any repairs or other works to the property, communal area or locality due to that breach.
- c) The Grounds on which the Court may order possession if it considers it reasonable to do so for Secure Tenancies are listed at the end of this Tenancy Agreement.

### **6. Using the property.**

- a) As the tenant you must live in and use the property as your main home.
- b) You must tell us if you are going to be away for more than four weeks, and make sure you advise your Housing Officer of your contact address. If PHP are not aware that you are temporarily away, we may decide that you no longer live at the property as your main home and treat your property as abandoned.
- c) If you do not use the property as your only, or main home, your Secure Tenancy will end and we will take legal action to repossess your property.
- d) You must advise your Housing Officer if anybody moves in or out of the property.

### **7. Your right to take in lodgers, sublet your home and assignments.**

- a) You may take in a lodger as long as your home does not become overcrowded. Your Housing Officer can advise you about the number of people who can live in your home.
- b) You may not sublet or give up, even temporarily, any part or all of your home to anyone without our written permission. This includes lodgers. We will not unreasonably turn down your request.

- c) If you do sublet, or give up any part or all of your home, without our written permission, your tenancy will no longer be a Secure Tenancy and cannot become a Secure Tenancy again in the future.
- d) If you receive Housing Benefit and you take in a lodger(s), you must tell Housing Benefit at Borough of Poole straight away as it may reduce the amount of Housing Benefit you are entitled to.
- e) Your lodger will not have a Secure Tenancy like you.
- f) You will be responsible for legally evicting your lodger if you want him or her to leave.
- g) You must not 'assign' (pass on) your tenancy to someone else unless we have given you our written permission to do so. There are strict rules on who you are allowed to, and the circumstances in which you can assign your tenancy to someone else. If you do have a right to assign your tenancy, we will not refuse you permission without good cause.

## **8. Consultation.**

- a) We will tell you about any changes in our policy or practice that could affect your tenancy. We may decide to change your tenancy conditions and we will take your views into consideration if we do this.
- b) We will consult with you about any changes to our policy or practices that may substantially change the housing service we provide to you, your home and your neighbourhood. (*Sec.105 HA 1985*)

## **9. Rent conditions**

- a) You must pay your rent and any charges due on time. The rent is due every Monday. Your rent must be paid even if you are waiting for a Housing Benefit claim to be processed.
- b) As well as your rent, you must pay charges for any Court or legal costs, chargeable items, arrears you owe us from a previous tenancy with us, garages, stores, heating, cookers and fridges if supplied. We will add these other charges to your rent.
- c) Where you have more than one debt with PHP, we reserve the right to allocate any money you pay to us, as we feel appropriate. We will confirm to you how we have allocated the payments. Priority will be to make sure your rent is paid. This is to minimise the chance of Court proceedings, which may result in eviction from your home. Priority for payment will be taken in the following order:
  - i. Rent
  - ii. Court & legal costs
  - iii. Chargeable items, for example some repairs
  - iv. Arrears owed to us from a previous tenancy
  - v. Service charges
  - vi. Garages
- d) If you are joint tenants, you are both responsible for your rent and for any rent payments you have missed. If one joint tenant leaves, we can claim any rent you owe from the remaining tenant or tenants, as well as from the tenant who leaves.
- e) You must not withhold rent for any reason whatsoever. Any unpaid or delayed rent will be recorded as rent arrears.
- f) Being in rent arrears means you are breaking the conditions of your Tenancy Agreement. If you do not pay your rent, rent arrears or tenancy charges we can take Court proceedings to evict you from your home as outlined in 4a above.

- g) We will give you 28 days written notice of any changes to your rent, including any changes to the charges forming part of your rent. We will do this by serving a Notice of Variation.
- h) If you are in rent arrears we will deduct any money we owe you from the arrears amount.
- i) If you owe us rent arrears from a previous tenancy, these must be repaid as a condition of this tenancy. You may pay by installments as agreed by the Court or us.
- j) If you receive Housing Benefit you must tell us, and the Borough of Poole immediately of any changes that may affect your entitlement.

## **10. Living In Your Home**

### **10.1 Our repair obligations**

- a) As the landlord, we are responsible for the following:
  - i. The structure and outside of the property, including floors, walls, roof, windows, drains and gutters but excludes gardens, sheds and any other items not supplied by us.
  - ii. All water or gas pipes, electrical wiring, heating systems, drainage, power and light fittings. We will also repair and maintain sanitary equipment including basins, sinks, baths, toilets, worktops and storage cupboards. We are not responsible for other fixtures, fittings and appliances, related to using water, gas or electricity.
  - iii. Communication systems, smoke alarms and suited locks in sheltered properties.

### **10.2 Repairs, Maintenance and Improvements**

- a) As the tenant you are responsible for the following:
  - i. Keeping your home and its fixtures and fittings clean and in good condition and keeping the inside of the property in good repair and sound decorative state for the whole of your occupancy.
  - ii. Telling us straight away about any damage to the property or any fault that might injure or damage anybody or anything.
  - iii. Taking all reasonable precautions to prevent pipes bursting during freezing weather. For example, turning off the water supply to outside taps.
  - iv. Take all reasonable precautions to prevent and control condensation.
  - v. Repairing and maintaining your own household equipment such as cookers, washing machines and any improvements carried out to the property by you or a previous tenant.
  - vi. Repairing and maintaining any improvements or alterations you have made to the property. You must always seek our written permission for any alterations or changes you make to the property. Any repairs must be completed to our satisfaction in line with the Poole Standard Specification for materials and workmanship and any building or statutory regulations relating to the works being carried out.
  - vii. Telling us straight away about any fault in any installation that supplies electricity, gas or water to the property and any damage or repairs that are our responsibility. You are responsible for any damage caused to the property, or to our fixtures or fittings because you have not told us about any fault or damage known to you.
  - viii. Repairing any damage to the property, or the fixtures and fittings in the property, which you cause, or anybody who lives with you or visits you causes (except if any of our employees and/or contractors acting on our behalf causes the damage). Any repairs must be completed to our satisfaction in line with the Poole Standard Specification for materials and workmanship and any building or statutory regulations relating to the works being carried out.
  - ix. All repairs that we have to carry out because of something you, someone living with you or visiting you did, or did not do. Any repairs must be completed to our satisfaction in line with the Poole Standard Specification for materials and workmanship and any building or statutory regulations relating to the works being carried out.
  - x. Paying us the cost of any repairs we carry out which are your responsibility.

- xi. Ensuring that our staff, contractors and agents have access to the property and the area requiring repair, maintenance or improvement. This includes floors, floor voids, ducts and loft spaces. You will be responsible for moving any furniture or other items, and taking up any floor coverings (e.g. carpets, laminate, boarding, sheet flooring) or insulation you have put down. It is your responsibility to reinstate any floor coverings you have put down, and meet any costs incurred, once any work has been completed.
- b) You must not do any of the following without our written permission:
    - i. Alter the structure of the property.
    - ii. Remove, replace or add to the fixtures and fittings or make any changes that could affect the gas, electricity and water supply to the property.
    - iii. Decorate the outside of the property.
    - iv. Construct any driveways to park motor vehicles, caravans, boats or similar in front of or behind the property or the surrounding area.
    - v. Erect any building, shed, or other structure on the property.
  - c) In certain circumstances you will need to seek other permissions for alterations or improvements you want to carry out, these may include local authority planning or building control permission. It is your responsibility to gain these permissions or provide proof that the works you want to carry out are exempt.
  - d) If you improve or change the property without our written agreement or fail to gain any necessary permission, we can charge you for any work we do, for example, returning your home to how it was originally. We can also charge you for any legal and administrative costs relating to the work.
  - e) Where we grant permission for alterations we may set conditions attached to the permission. Where the conditions are not met, we will withdraw our permission.
  - f) If any medical or prescribed equipment such as syringes, needles or dressings are used by yourself or anyone living in or visiting the property, you must ensure they are disposed of safely and not left where anyone in the locality of the property, our staff or contractors may come into contact with them.

### **10.3 Access to the property**

- a) You must let our staff and contractors into your home to carry out:
  - i. Inspections
  - ii. Repairs
  - iii. Maintenance
  - iv. Annual gas safety inspection or periodic electrical installation inspection
  - v. Replace installations, such as water service pipe-work.
  - vi. Carry out improvements, such as kitchen or bathroom refurbishment.
  - vii. Carry out work that we consider necessary to make sure your property and surrounding properties do not put you or anyone else at risk.
  - viii. Carry out works to remedy any breach of this agreement
  - ix. Get rid of vermin or infestations from your home, which you have failed to deal with which is affecting a neighbour's home or any shared area, as detailed in the Tenants Handbook.
- b) We will give you reasonable notice that we need access. The notice period will vary according to the urgency of the situation.
- c) If you prevent us from entering the property we will charge you the cost of taking action to make sure we can get in and meet our obligations as a landlord.

## 10.4 Emergencies

- a) Not allowing us into your home could put yourself and/or your neighbours in danger. Examples of emergency situations include:
  - i. The property being in a dangerous structural condition
  - ii. Gas leaks
  - iii. Burst pipes or overflowing water damaging your home or neighbouring properties
- b) In an emergency, our staff or contractors can:
  - i. Enter your home without any notice, if we feel there is a risk of personal injury or damage to our, or a neighbouring, property.
  - ii. Use reasonable force to enter your home even if no-one is in at the time. If no one has returned home by the time the works are completed, your home will be properly secured.
  - iii. Do any necessary work to your home and to any of your neighbours' homes; and do any necessary work to shared areas near your home.
  - iv. Claim costs back from you if an emergency was caused by something you, or someone living with or visiting you, did or did not do.
  - v. Take legal action to enter your home, and you may have to pay any legal costs.

## 10.5 Parking

- a) At the property you must only park on a properly constructed hard standing, driveway or paved parking area with a properly constructed dropped (lowered) kerb access.
- b) You are responsible for displaying appropriate parking permits.
- c) You, or anyone living with you or visiting your home must not:
  - i. Park any vehicle on any spaces for turning, open spaces, grass verges, shared gardens or other similar piece of land in the local area of the property.
  - ii. Park any boat, caravan, trailer, motor home, low-loader, commercial vehicle, plant, tractor or similar vehicle on any part of the property or on any shared parking areas, without first getting our written permission. We will only give permission where there is a properly constructed hard standing and available space.
  - iii. Park in a way that could obstruct:
    - the emergency services;
    - other road users;
    - anybody who uses pavements, footpaths and access ways;
    - the access to any homes in the local area; or
    - the access to any garage.
  - iv. Park any vehicle that weighs more than 7.5 tonnes on, or in the locality of your property.
  - v. Park or leave any illegal, untaxed or un-roadworthy vehicle at the property or on our land generally, including authorised parking areas.
  - vi. Drive any vehicle on or over any grass verge, shared garden, open space or similar piece of land in the local area of your property.
  - vii. Use any car parking area that is part of a housing estate for any other reason than to park a private motor vehicle that is taxed and in a roadworthy condition.
  - viii. Allow any vehicle you are responsible for to be lived in at the property or on our land.
  - ix. Keep any motor vehicle (e.g. motorcycle or moped) inside the property or in any indoor communal area.
  - x. Use any of our land for storage.

## 10.6 Repairs to vehicles

- a) You or anyone living with you or visiting your home, must not do major repairs to any car, motorcycle or other vehicle on your property or on any of our land including parking areas.
- b) You, or anyone you are responsible for, may carry out occasional, minor repairs to vehicles at the

property if:

- i. It causes no nuisance, disturbance or risk to nearby residents.
- ii. You leave the area clean and tidy with no damage to our property or land
- iii. It does not pollute any drainage or sewage system or the local environment (e.g. improper disposal of oil or paint)
- iv. The work is not part of a business trading or operating from the property, communal areas or land in the locality.

c) We will recharge you the costs of making good any damage or pollution you, or anyone living with you or visiting your home cause.

## **10.7 Behaviour**

- a) As the tenant, you are responsible for the behaviour of everybody (whether adult or a child) who lives in or visits your home. You are responsible for them while they are:
- i. At your property;
  - ii. In any shared areas such as lifts, stairs, landings, entrance halls, paths and access ways, shared gardens, parking areas; and
  - iii. In the locality of your home.
- b) You and/or members of your household, and/or visitors to your property must not behave in an anti social way or instruct others to do so. This means you and/or members of your household and/or visitors to your property must not:
- i. Do anything that causes a nuisance, annoyance or disturbance to anyone in the locality. These are some of the things we mean by nuisance (please note, this is not an exhaustive list):
    - Playing music, a television or radio loudly;
    - Shouting, arguing, screaming and swearing;
    - Banging on windows, doors, walls, floors or ceilings and so on;
    - Banging and slamming doors;
    - Failing to control the behaviour of your children;
    - D.I.Y. or regularly using household appliances at unsociable hours;
    - Repeatedly playing ball games against someone else's property or in a communal area;
    - Making rude or offensive gestures; and
    - Being disorderly through alcohol or substance misuse.
  - ii. Do anything that interferes with the peace, comfort, safety or convenience of anyone living in the locality.
  - iii. As the tenant you must make sure that you, members of your household and visitors are never physically or verbally abusive to our staff, contractors or agents. This includes behaving in a way that is likely to injure, intimidate or cause alarm or distress.

## **10.8 Drug dealing and other criminal activities**

- a) You or anyone who lives with you or visits your home must not:
- i. Use the property for, or undertake in or allow any illegal or immoral acts, such as using illegal drugs, selling drugs, storing drugs or stolen goods or prostitution in the locality of your property;
  - ii. Be convicted of an indictable offence committed in the locality of your property.

## **10.9 Harassment**

- a) You or anybody who lives with you or visits your home must not do anything to harass or verbally abuse others or use violence or threaten to use violence towards others in the locality of your property whether they are living, visiting or working there. These are some of the things we mean by harassment (please note, this is not an exhaustive list):
- i. Violence or threats of violence towards anybody;
  - ii. Abusive or insulting words or behaviour;

- iii. Damage or threats of damage to someone else's property or belongings;
- iv. Interfering with the right of someone else to live in their home;
- v. Writing threatening, abusive or insulting graffiti.

b) You or anybody who lives with you or visits your home must not display anything that:

- i. Is obscene or pornographic;
- ii. Could cause or encourage the hatred of others;
- iii. Could offend anyone passing the property.

c) This includes actions based on someone's age, disability, gender, race, ethnicity, religion, HIV status and/or sexuality.

### **10.10 Domestic violence**

a) You, or anyone who lives with you or visits your home, must not:

- i. Use or threaten violence, or
- ii. Use mental, emotional, financial, sexual, or physical abuse or harassment against any person living in, or visiting your home, or living in the locality of your property.

### **10.11 Damage to our property**

a) You or anyone living with you or anyone visiting your home must not:

- i. Damage, disable or deface any of our property;
- ii. Put graffiti on any of our property; or
- iii. Tamper with or permit anyone to tamper with, damage, disable, dirty, deface, or graffiti anything of ours, including equipment in the shared areas. This includes:
  - Jamming doors open or letting strangers in without asking for their identification,
  - Lifts, including the doors, machinery and control panels,
  - Fire fighting and detection equipment and installations, such as smoke or heat detectors,
  - Gas, electricity and water supplies or meters,
  - Glass in panels and windows,
  - Sheds and storage areas.

### **10.12 Pets**

a) You must not keep any of the following animals:

- i. Livestock such as pigs, poultry, goats, horses or similar,
- ii. All venomous (poisonous) insects and spiders,
- iii. All large, poisonous or constrictor snakes or lizards,
- iv. A dangerous wild animal as detailed in the Dangerous Wild Animals Act 1976.
- v. Wildlife that cannot be kept unless it is for scientific or conservation purposes as detailed in the Wildlife and Countryside Act 1981
- vi. A species prohibited from trade, import or export as detailed in the Endangered species (Import & Export) Act 1976.
- vii. The specific types of dog restricted by law as detailed in the Dangerous Dogs Act 1991.

b) You and anyone living with you or visiting your home must:

- i. Inform us if you wish to keep a dog(s) or cat(s) at the property. We may withhold our permission if we believe this may cause a nuisance. We will not withhold permission unreasonably.
- ii. Not allow any pets to cause a nuisance, annoyance or a danger to anyone at your property or in the locality of your property; this includes, excessive barking, smells, or other nuisance behavior.
- iii. Make sure that dogs cannot get out of the property, garden or balcony, and that any such areas are properly secured and kept clean.

c) When dogs are in the locality of the property they must:

- i. Be kept on a lead and with you or a responsible member of your household; and
  - ii. Not be allowed to foul any shared area such as balconies, staircases, lifts, passageways, walkways, access ways, communal gardens or footpaths.
- d) If you break any part of these conditions we can give you a notice to remove any pet from your home.
- e) We will normally allow 3 domestic pets per property, as long as they do not cause a nuisance to others. If we think that there are too many pets at your home, we will give you a notice that means we can remove some or all of them.
- f) You must have our permission, and the consent of any other regulatory authority applicable, before you keep the following birds at the property:
  - i. Pigeons or doves
  - ii. Birds in an outdoor aviary or similar structure
  - iii. Birds of prey
- g) You must not do anything to encourage wild (feral) pigeons, rats, mice or grey squirrels onto the property, our land or in the locality of the property.

### 10.13 Gardens and balconies

- a) As the tenant you must:
  - i. Keep your garden clean, cultivated, tidy and free from rubbish (rubbish includes things such as household waste, mechanical parts, furniture, household appliances and/or dog and cat excrement); and anything that could cause a health and safety hazard or fire risk.
  - ii. You must not improperly dispose of rubbish on our land, communal areas, or in the locality. If you do, we will arrange removal and you will be charged for the cost of this work.
  - iii. Ensure any grass and/or hedges for which you are responsible is kept trimmed.
- b) If you have a garden, you must get our written permission before you:
  - i. Build a garage, carport, conservatory or similar,
  - ii. Erect a new fence or boundary wall,
  - iii. Replace any existing fence or boundary wall that will be over 6ft at the rear of the property or 3ft at the front of the property,
  - iv. Plant a hedge or a tree, remove an existing one, or carry out any work to a tree(s) on your property or next to your property. It is normally PHP's responsibility to carry out any necessary work to trees.
  - v. Install a driveway, hard-standing, or paved parking area

We will not unreasonably refuse permission and you must obtain any necessary legal permission such as planning permission.

- c) If you do not meet these conditions we may give you written notice of the work we will need you to do to put the garden in good order. Where rubbish or items pose a health and safety or fire hazard, we will request the work be carried out immediately. If you do not do the work, we may enter your property and do any work we think is necessary. We will charge you for any work we have to do.
- d) If you have a balcony you must:
  - i. Keep it clean and tidy at all times;
  - ii. Keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours; and not allow any pets to foul it.

### 10.14 Window cleaning

- a) Tenants in ground floor properties with properties above them must allow reasonable access to their

gardens to allow upstairs neighbours to clean their windows.

- b) Neighbours should agree mutually convenient dates and times for this to take place.

### **10.15 Shared areas**

- a) You and/or everyone who lives with you and/or visits your property must help to make sure that any shared areas are kept clean, tidy and free from obstruction.
- b) If you live in a flat, maisonette, or sheltered scheme, the shared areas include: halls; staircases; landings; shared gardens and paths.
- c) If you do not live in a flat or maisonette the shared areas include shared gardens, parking areas and paths.
- d) If the shared areas are not kept clean, tidy and free from obstruction we will, after giving you reasonable notice, carry out the necessary work and re-charge you accordingly.
- e) You must only deposit rubbish in areas intended for this purpose.
- f) PHP encourages residents to take an active interest in the areas in which they live and we will not normally withhold permission if you would like to cultivate and/or maintain any shared areas and gardens. If you would like to do this, you must obtain written permission from your Housing/Sheltered Housing Officer before you undertake any work, such as putting in or removing plants, shrubs or other greenery.
- g) Smoking is not permitted in all shared areas.

### **10.16 Storage**

- a) You or anyone living with you must not do any of the following:
  - i. Leave bicycles, motorcycles or mopeds anywhere they could cause an obstruction or be a fire hazard.
  - ii. Keep bottled gas, paraffin, petrol or any other flammable or explosive substance in any of the shared areas, sheds or store cupboards around the property.
  - iii. Keep flammable substances such as paraffin, petrol or bottled gas in the property except for reasonable everyday purposes.
  - iv. Keep any explosive or flammable substances at all if you live in a flat or maisonette.
- b) It is your responsibility to ensure storage is available for personal items such as bicycles, prams or motor scooters.

### **10.17 Business Use**

- a) You must get our permission if you or any other person living with you wishes to run a business from the property. While we will not unreasonably withhold permission, we will not allow the following type of business to be run from your property.
  - i. Repairing, re-spraying, valeting or trading in motor vehicles, boats, trailers, caravans, or similar structures,
  - ii. Shops or wholesale businesses where customers would have to visit the property,
  - iii. Any business or trade likely to cause nuisance or annoyance to other people or damage to the property, our land or communal areas,
  - iv. Any business or trade using controlled substances such as chemicals.
- b) If we do give you permission you must also have, and maintain, any necessary insurance, legal permission and an appropriate level of public liability insurance.

- c) If any business, trade or work at the property breaches any of the conditions of this agreement, or any other conditions given at the time permission was granted, we will withdraw our permission. If we do this you must stop operating your business.
- d) You or anyone living with you must not run a business, work or trade from:
  - i. Any communal areas in our blocks of flats or maisonettes
  - ii. Any of our garage blocks
  - iii. Any land in the locality of the property (e.g. parking or grassed areas).
- e) You must not display or put up, or let anyone else put up, any trade or business sign, notice or advertisement at the property.

#### 10.18 TV and radio

- a) You must not attach any television aerial, radio aerial, satellite dish or similar piece of electrical equipment to the property without first getting our written agreement and any necessary planning permission.

### 11. Moving Out

- a) The tenancy is a weekly Secure Tenancy. As long as you meet the terms of this Agreement we will not interfere with your quiet enjoyment of your home.
- b) If you want to end the tenancy you must give us at least four weeks written notice, or pay four weeks rent in lieu of notice.
- c) All our tenancies end at 10am on a Monday.
- d) If you have a joint tenancy only one tenant needs to give us notice that you want to end the tenancy.
- e) Where a tenant is deceased their Estate must give us four weeks written notice.
- f) If you wish to end your tenancy with us you must write to:

Voids Team  
 Poole Housing Partnership  
 Beech House  
 28-30 Wimbourne Road  
 Poole  
 Dorset  
 BH15 2BU

- g) If either we or you have ended your tenancy, you must do **all** of the following:
  - i. Leave your home in good condition at the end of the tenancy.
  - ii. You must give back all keys to all doors, windows, stores, garages or outbuildings on the day you move out. We will charge you if we have to replace any keys you have lost, or if we have to change the locks because you do not give back your keys. If you do not return the keys on the due date at the end of the notice period, you will be charged a full weeks rent for each week until you return your keys.
  - iii. You must leave the property (including the garden, balcony, outbuilding, shed, fence or wall) and all fixtures and fittings in good condition, and return any alterations or additions that have been carried out by you, or anyone living with you without our written permission, to their original state. We will carry out any repairs that are needed and claim the costs back from you.
  - iv. Ensure any household appliances are disconnected safely, properly and meet legal requirements.

- v. You must give us ‘vacant possession’ of the property. This means:
  - You must not leave anybody else living in the property when the tenancy ends.
  - We will take Court action to remove anyone left in the property and you will be charged the legal costs of this.
  - You must leave the property clean and tidy and clear of all your belongings and furniture, and clear of all rubbish. If you do not do this we will charge you the cost of cleaning, clearing and tidying the property.
  - You should ensure decorations are in good order. This includes carrying out minor redecoration when removing pictures or furniture.
  - Ensure no animals are left at the property.
  
- h) If we have reasonable grounds to think you have moved out of (abandoned) the property we will assume that you have given up your tenancy, and take appropriate action to regain possession of the property. You will be charged for any costs relating to this action.

**For further information on these tenancy conditions please see the current Residents and Repairs Handbooks.**

**Declaration**

I/We confirm that I/we have read the tenancy conditions contained in this statement and I/we understand that my/our entry into possession of the property constitutes conclusive evidence of my/our acceptance of these conditions.

The information I/we gave in the housing application or transfer application was and still is true. I/we understand and agree to the conditions in this tenancy agreement and agree that in the event of the rent being increased, to pay the revised rent on demand.

Any tenant who makes a false statement to obtain a tenancy agreement may be subject to possession proceedings and may be liable to legal action being taken against them.

The information you provide will be used for the purposes of carrying out Poole Housing Partnership’s Housing Management duties and may be passed on to contractors or agents who work on our behalf, or to the Borough of Poole. Some examples of data sharing are with Benefits staff at the Borough of Poole or repairs contractors who act as agents for PHP

PHP is under a duty to protect the public funds that it administers and to this end, may use the information you have provided for the prevention and detection of fraud

If you have any questions about the Data Protection Act or how PHP processes your information, please contact The Data Protection Officer at PHP on 01202 264428, email [enquiries.php@poole.gov.uk](mailto:enquiries.php@poole.gov.uk). or write to The Data Protection Officer, Poole Housing Partnership, Beech House, 28-30 Wimborne Road, Poole, Dorset BH15 2BU.

Tenant’s Name	Signature	Date
1. XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX
2. XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX
3. XXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXX	XXXXXXXXXXXXXX
Signed on our behalf: XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX		XXXXXXXXXXXXXX

**Estates Officer on behalf of Poole Housing Partnership Ltd for the Borough of Poole.**

**Housing Act 1985, Section 84, Schedule 2.**  
Grounds for possession of dwelling houses let under Secure Tenancies

**Part I. Grounds on which Court may order possession if it considers it reasonable:**

- Ground 1. Rent lawfully due from the tenant has not been paid or an obligation of the tenancy has been broken or not performed.
- Ground 2. The tenant or person residing in the dwelling house has been guilty of conduct which is nuisance or annoyance to neighbours or has been convicted of using the dwelling house or allowing it to be used for immoral or illegal purposes.
- Ground 3. The condition of the dwelling house or any common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or a person residing in the dwelling house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.
- Ground 4. The condition of furniture provided by the landlord for use under the tenancy, or for use in the common parts, has deteriorated owing to ill-treatment by the tenant or a person residing in the dwelling house and, in the case of ill-treatment by a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as ought reasonably to have taken for the removal of the lodger or sub-tenant.
- Ground 5. The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the tenant.
- Ground 6. The tenancy was assigned to the tenant, or to a predecessor in title of his who is a member of his family and is residing in the dwelling house, by an assignment made by virtue of section 92 (assignments by way of exchange) and a premium was paid either in connection with that assignment or the assignment which the tenant or predecessor himself made by virtue of that section. In this paragraph "premium" means any fine or other like sum and any other pecuniary consideration in addition to rent.
- Ground 7. The dwelling house forms part of, or is within the cartilage of, a building which, or so much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, and –  
(a) the dwelling house was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of the landlord, or of-  
a local authority  
a new town corporation  
an urban development corporation  
the Development Board for Rural Wales, or  
the governors of an aided school,  
and  
(b) the tenant or a person residing in the dwelling house has been guilty of conduct such that, having regard to the purpose for which the building is used, it would not be right for him to continue in occupation of the dwelling house.
- Ground 8. The dwelling house was made available for occupation by the tenant (or a predecessor in title of his) while works were carried out on the dwelling house which he previously occupied as his only or principle home and-  
(a) the tenant (or predecessor) was a secure tenant of the other dwelling house at the time he ceased to occupy it as his home.  
(b) the tenant (or predecessor) accepted the tenancy of the dwelling house of which possession is sought on the understanding that he would give up occupation when, on completion of the works, the other dwelling house was again available for occupation by him under a secure tenancy, and  
(c) the works have been completed and the other dwelling house is so available.

**Part II. Grounds on which the Court may order possession if suitable alternative accommodation is available.**

- Ground 9. The dwelling house is overcrowded within the meaning of Part X, in such circumstances as to render the occupier guilty of an offence.
- Ground 10. The landlord intends, within a reasonable time of obtaining possession of the dwelling house-  
(a) to demolish or reconstruct the building or part of the building comprising the dwelling house, or  
(b) to carry out work on that building or on land let together with, and thus treated as part of, the dwelling house,  
and cannot reasonable do so without obtaining possession of the dwelling house
- Ground 11. The landlord is a charity and the tenant's continued occupation of the dwelling house would conflict with the objects of the charity

**Part III. Grounds on which the Court may order possession if it considers it reasonable and suitable alternative accommodation is available**

- Ground 12. The dwelling house forms part of, or is within the cartilage of, a building which, or sp much of it as is held by the landlord, is held mainly for purposes other than housing purposes and consists mainly of accommodation other than housing accommodation, or is situated in a cemetery, and-  
(a) the dwelling house was let to the tenant or a predecessor in title of his in consequence of the tenant or predecessor being in the employment of the landlord or of-  
a local authority  
a new town corporation  
an urban development corporation  
the Development Board for Rural Wales, or  
the governors of an aided school,  
and  
(b) the landlord reasonably requires the dwelling house for occupation as a residence for some other person either engaged in the employment of the landlord, or of such a body, or with whom a contract for such employment has been entered into conditional on housing being provided.
- Ground 13. The dwelling house has features which are substantially different from those of ordinary dwelling houses and which are designed to make it suitable for accommodation by a physically disabled person who requires accommodation of a kind provided by a dwelling house and-  
(a) there is no longer such a person residing in the dwelling house, and  
(b) the landlord requires it for occupation (whether alone or with members of his family) by such a person.
- Ground 14. The landlord is a housing association or housing trust which lets dwelling houses only for occupation (whether alone or with others) by persons whose circumstances (other than merely financial circumstances) make it especially difficult for them to satisfy their need for house, and-  
(a) either there is no longer such a person residing in the dwelling house or the tenant has received from a local housing authority an offer of accommodation in premises which are to be let as a separate dwelling under a secure tenancy , and  
(b) the landlord requires the dwelling for occupation (whether alone or with members of his family) by such a person.
- Ground 15. The dwelling house is one of a group of dwelling houses which it is the practice of the landlord to let for occupation by persons with special needs and-  
(a) a social service or facility is provided in close proximity to the group of dwelling houses in order to assist persons with those special needs,  
(b) there is no longer a person with those special housing needs residing in the dwelling house, and  
(c) the landlord requires the dwelling house for occupation (whether alone or with members of his family) by a person who has those special needs.
- Ground 16. The accommodation afforded by the dwelling house is more extensive than is reasonably required by the tenant and-  
(a) the tenancy vested in the tenant by virtue of section 89 (succession to periodic tenancy), the tenant being qualified to succeed by virtue of section 87(b) (members of family other than spouse), and

(b) notice of the proceedings for possession was served under section 83 more than six months but less than 12 months after the date of the previous tenant's death.  
The matters to be taken into account by the Court in determining whether it is reasonable to make an order on this ground include-

- (a) the age of the tenant
- (b) the period during which the tenant has occupied the dwelling house as his only or principle home, and
- (c) any financial or other support given by the tenant to the previous tenant.