

CORNWALL  
HOUSING

# Conditions of a Supported Housing Secure Tenancy

Cornwall Housing  
Treven Kernow



PART OF THE  
CORSERV GROUP  
A CORNWALL  
COUNCIL COMPANY

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# 1 Introduction

The terms 'we', 'our' and 'us' used in these conditions refer to the landlord or its agents.

- Your landlord is The Cornwall Council.
- Cornwall Housing Limited is the agent that manages your tenancy.

## Security of Tenure

Cornwall Council has agreed to grant you this tenancy to you, as you have been assessed by Adult Social Care as requiring the support and services offered within this supported housing scheme.

As part of this supported tenancy agreement Cornwall Council agrees to commission care, and support to meet your identified eligible social care needs, through contractual arrangements with an approved care and support provider. The commissioned care and support provider will assist where appropriate the housing support services provided directly by Cornwall Housing Ltd.

Cornwall Housing agrees to make available housing related support services in accordance with the care and support management matrix, Appendix 1, to this tenancy agreement.

This tenancy has been granted on the understanding that you accept and engage with the care and support provided to enable you to live within your home and you comply with the requirements set out in your tenancy agreement as managed by Cornwall Housing Ltd.

By signing the tenancy agreement you became a secure tenant.

1.1 This means you can keep your home for as long as you want unless there is a legal reason (called a ground for possession) and a court agrees to end your tenancy. We will only repossess your home because either:

- You or somebody living with you or visiting you have broken one or more of your tenancy conditions as set out below and/or the terms of your Tenancy Agreement;
- You are living in a property which is one of a group let to people with special needs, or which the Council built or adapted for a person with a disability, and:
  - i you no longer need that type of home, and
  - ii we need the property for someone else with special needs;
- You find another home or you stop using the property as your only or main home;
- You have given false and misleading information to get the tenancy;
- Due to special circumstances the council must move you out to suitable alternative accommodation;
- The Court has made an Order for Possession.

This is not an exhaustive list; further details are available in your Cornwall Housing tenants' information.

- 1.2 You have the right to quiet enjoyment of your home. We will not interrupt or interfere with your right to live peacefully in your home unless:
- We need to inspect your home or do works, for which we will give you reasonable prior notice.
  - We need to carry out redevelopment or major repairs to the property or surrounding area, which we cannot do unless you move out.
  - Due to special circumstances the Council must move you out to suitable alternative accommodation.
  - We have a legal duty to undertake safety inspections of the Council's gas appliances, Electrics and other health and safety related checks, and you fail to give access for this work to be carried out. The reason for the safety inspections is in order to protect the safety of you and your household and other residents in the block/neighbourhood.
  - There is any other reason under the Housing Act 1985, the Housing Act 1996 or any law which allows us to.
  - We need to inspect your home or do works, for which we will give you reasonable prior notice.
  - A Court has allowed us to do so.
  - Your tenancy has terminated.

## 2 Rent and Service Charges

### 2.1 Payment

You are required to pay two amounts: (1) the **Basic Rent** and (2) any additional **Service Charges**. The Tenancy Agreement tells you the amounts of the Rent and Service Charges which you have to pay at the beginning of the Tenancy. These amounts may change from time to time as set out below and in line with the Council's legal rights. Where the amounts change, we will give you 28 days' notice.

You must pay the Rent and Service Charges. They must be paid on time as stated on your agreement by one of the approved methods. Unless we advise or agree otherwise in writing, the Rent and the Service Charges are due weekly, but you can pay fortnightly or monthly in advance if you prefer.

If you are a joint tenant, you are 'jointly and severally' responsible for all the Rent and all other charges. This means that you are both responsible for all the Rent, Service Charges and other charges owed if the other joint tenant leaves or does not pay.

We are entitled to change the amount of the Rent and Service Charges from time to time:

- We may increase the Rent and/or Service Charges on giving you not less than 28 days' notice in writing.
- We may decrease the Rent and/or Service Charges by providing you with notice to take effect immediately.

### 2.2 Services

Your tenancy agreement is accompanied by a list of Services which we will provide to you. These are called 'the Services' in this document and the tenancy agreement. The list can be amended by us to include additional services or to remove services from time

to time. We will give you at least 28 days' notice in writing of any changes before they are made and will consult with you if we are required to do so by Law.

We will provide the Services unless we are unable to do so for reasons outside our control. If possible and reasonable, we will aim to provide you with notice where Services cannot be provided.

The Service Charge is the amount you are required to pay towards our actual or estimated costs for us providing the Services including the provision, maintenance and renewal of communal services and facilities and/or other specialist services which are of benefit to you. These costs may have been paid by us before, at the same time or after your contribution is paid.

Your service charges may also include an amount towards a designated sinking fund set up for the purpose of collecting money from residents who benefit from communal equipment and areas with the purpose of building up a balance of funds which can be used to pay for the cost of providing, maintaining and renewing communal services and facilities when this is likely to be required in the future. This spreads the cost over a number of years and helps to avoid large increases in Service Charges.

We will set the amount of the Service Charges each year. The review will be based on the actual amount of spent costs from the previous financial year; any reasonable known or expected costs for the forthcoming financial year; and the estimated costs of providing, maintaining and renewing communal services and facilities in the future in respect of any sinking fund.

### 2.3 Service Charge Proportions, Overpayment and Underpayment

The costs of the Services as set out in your agreement (including any sinking fund costs) are split equally between the households that receive Services or to which the Services are available. This includes tenants, leaseholders and freeholders, where applicable, of households sharing the services.

The amount of the costs may change following a review if more or fewer households receive the Services.

### 2.4 Benefits

It is your responsibility to claim any benefits including any housing related benefits, and any other relevant benefit that you may be entitled to and to tell the provider of these benefits (which may be either the Council's or the Government's department responsible for administering benefit), of all relevant changes to your circumstances.

If your housing related benefit does not cover the full rent, you must pay the balance.

If you receive Universal Credit, you will be required to pay all of your rent regardless of the housing cost element you receive.

### 2.5 Payment

If you do not pay your rent and service charges, or you pay it persistently late, we will issue you with a legal notice and may apply to court to evict you from your home. **If you have any difficulty paying your rent and service charges you should contact us immediately.**

You must repay any money **you** owe the council from a previous tenancy; such as rent or service charge arrears, the cost of repairing deliberate damage and any Court costs. If

you do not keep to your repayment plan, we may go to court to seek possession of your home for breaking this agreement.

## 2.6 Other Charges

In addition to the Rent and Service Charges, you must also pay other outgoings connected to your home to your respective supplier, including water charges, gas, electric, Council Tax and other costs for which you are responsible. This includes metered and billed charges.

# 3 Repairs and improvements

## Our responsibilities

3.1 We must keep the structure and exterior of your property (including drains, gutters and external pipes) in good repair and in proper working order. Other parts of your home that we must repair are:

- the structure and exterior of the building - roofs, walls, floors, ceilings, window frames, external doors, drains, gutters, outside pipes;
- kitchen and bathroom fixtures - basins, sinks, toilets, baths;
- electrical wiring, gas and water pipes within the boundary of the property;
- heating equipment and water heating equipment;
- any communal areas around your home - stairs, lifts, landings, lighting, entrance halls, paving, shared gardens, parking areas; and
- the outside of your home, which we maintain at regular intervals.

3.2 We must do repairs in a reasonable time. When you ask for a repair we will tell you when the work should be completed, or alternatively give you an appointment. This depends on how urgent it is; your tenants' information gives further information.

3.3 We must clear up after a repair. We will leave the decoration as close as possible to how it was before the work was done.

3.4 There are special circumstances when we have the legal right to take possession of your home because work needs to be done on it.

They are if your property needs to be empty for:

- major building repair;
- complete redevelopment;
- the purpose of demolition.

In these circumstances you will be offered a suitable alternative home. If you agree to a temporary move we have the right to take possession of your temporary home when the work on your original property is finished.

## Your rights and responsibilities

3.5 You must (subject to our legal requirements for repair):

- (a) Keep the interior of your home and its contents in a good and clean condition;
- (b) Be responsible for the internal decoration of your home which shall be kept in good decorative order;
- (c) Keep all gardens and outdoor areas neat and tidy where you have exclusive use of those areas except where the maintenance is included in the Services carried out by us;
- (d) To maintain and keep under control the vegetation and trees in any outdoor area for which you have exclusive use and prevent them from causing any damage to your home or any encroachment, damage, obstruction or nuisance to any neighbouring property or public areas;
- (e) To make good any damage caused deliberately or by neglect or carelessness by you or by anyone living with you or visiting you (to your home or any communal area).

However, you should not in any circumstances:

- (i) Carry out dangerous works or works in a manner which poses a risk to you or any other person;
- (ii) Cut down or carry out any **significant** work to trees or hedges without first obtaining our written consent (which we will not unreasonably withhold);
- (iii) Carry out any works to trees subject to a Tree Preservation Order.

In these circumstances you should contact us as soon as possible for advice on what you are able and allowed to do and how we may be able to assist.

If you fail to carry out your responsibilities in respect of repair then we have the right to enter the property and carry out the repairs and you will be responsible for our reasonable costs and expenses in carrying out the work.

3.7 You must report any faults or damage to us immediately.

3.8 You have the right to get repairs done on time. Sometimes you have a legal "Right to Repair", and you may be able to get compensation if certain repairs are not done on time. Ask us for more information.

3.9 You have the right to carry out your own improvements however you must get our written agreement before doing any work. We will not refuse permission unless there is a good reason. You may also need planning and building regulation approval and you will need to produce safety certificates if they are required. All improvements must be done to our satisfaction. Any such alterations or improvements will normally become our property at the end of the tenancy. Alternatively, at the end of your tenancy we may ask you to remove, at your own expense, any structures you have added, and make good to the fabric of the building. This includes, but is not limited to, aerials, outbuildings, sheds, greenhouses, fencing and clothes lines that you have put up, as well as any other internal (for example laminate flooring) or external alterations (including decorating the outside of your home). You must not aertex the internal walls of the property or fix polystyrene tiles to ceilings.

3.10 If you install, with our written permission, a gas appliance for heating or water, we will maintain it for you.

3.11 If you carry out any other improvements that alter the structure of your home, with our written permission, and with planning and building consents, we will also maintain it for you as in 3.10 above.

- 3.12 You must not alter your home, remove walls or take out any other part of your home without our written agreement. Contact us for further details.
- 3.13 If you make an improvement or alteration to your home without our written agreement, this is likely to amount to a breach of your tenancy and we may tell you to return the property to how it was before as well as considering repossession. If you do not return the property to how it was we may do the work and charge you for it.
- 3.14 You must allow us and our agents to access your home to inspect and do repairs, and improvements provided you have been given at least 24 hours written notice. If you do not allow access then you will be in breach of your tenancy and we may seek to repossess the property or to apply to the Court for an injunction to order you to allow access. We will seek the costs of any legal action from you.
- 3.15 You must allow us and our agents to access your home to carry out annual servicing and other health and safety inspections. If you do not allow access then you will be in breach of your tenancy and we may seek to repossess the property or to apply to the Court for an injunction to order you to allow access. We will seek the costs of any legal action from you.
- 3.16 We have the right to stop services and cap Gas meters for services where you do not provide access for servicing or if Gas meters are allowed to go into significant debt and we are unable to carry out the safety checks and servicing due to this.
- 3.17 If there is an emergency and we need immediate access to your property, we have the right to force entry without giving you notice. We will only force access if we believe that there is a fault or outstanding issue that if not addressed poses a risk to the safety and wellbeing of the resident(s) and neighbouring residents.
- 3.18 You must allow 'free and open' access to workers to do repairs and improvements to your home with reasonable notice. This means that the workers must be able to get easily to the part of the house they need to repair or improve.
- 3.19 You are responsible for decorating the inside of your home. This includes repairing minor cracks in plaster work and preparing surfaces so they can be painted or papered. You must keep the inside of your home in good decorative order.
- 3.20 You must pay the full cost for any repair or replacement if damage is caused deliberately or accidentally (broken windows or broken doors for example) or is caused by your own neglect. You must ensure that the broken glass must be re-glazed to an acceptable standard within 21 days.
- 3.21 You are responsible for insuring your own contents which shall include associated costs in the event of a flood including the costs of alternative accommodation and storage of belongings.
- 3.22 You must not erect any structure of any kind or create a hard-standing anywhere on the property without our written agreement and necessary planning and building control consents.
- 3.23 You must regularly check that all safety alarms and detectors in your own home including fire, smoke and carbon monoxide detectors, are working and regularly replace batteries for appliances which require them. Please contact us immediately should any alarm or detector stop working. We are responsible for maintaining and checking communal smoke alarms and detectors. If you live in a property where your smoke alarm is linked to our control centre, we will check this for you.

- 3.24 You must not remove or dispose of any fixtures or fittings. If you do, we will charge you for their full replacement costs.
- 3.25 You must not affix or exhibit any notice or advertisement that is likely to cause offence, to your home.
- 3.26 You are responsible for replacing any lost or damaged keys and must refund us for any costs or expenses incurred by us in replacing keys or changing locks.

## 4 Behaviour - Your responsibilities

- 4.1 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas and in the locality around your home.
- 4.2 If you or any other person living in or visiting your home are prosecuted and convicted of an offence within the locality of your home, we may take legal action against you.
- 4.3 You or any other person living in or visiting your home must not cause nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include (but are not exclusive): loud music; arguing; door slamming; dog barking and fouling; rowdy or offensive behaviour; rubbish dumping; making false or malicious complaints about others, and or extremely untidy gardens.
- 4.4 You or any other person living in or visiting your home must not; use your home for illegal or immoral activities, such as selling drugs or drug abuse; growing, storing or processing illegal drugs.
- 4.5 You or any other person living in or visiting your home must not harass any other person. Examples of harassment include (but are not exclusive): racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; threatening writing, abusive or insulting graffiti; and doing anything that interferes with the peace, comfort or convenience of other people.
- 4.6 You or any other person living in or visiting your home must not harass, threaten or use violence towards any of our employees, contractors or agents.
- 4.7 You or any other person living in or visiting your home must not inflict or threaten domestic violence or abuse against any other person either living with you or in another property. You must not harass any other person or abuse them mentally, emotionally, sexually or financially.
- 4.8 You or any other person living in or visiting your home must not use your home or any communal area or the immediate vicinity around your home, and your estate for any illegal or immoral activity.
- 4.9 You or any other person living in or visiting your home must not damage, deface or put graffiti on any property in the vicinity of your home and your estate. You will have to pay for any repair or removal.
- 4.10 You or any other person living in or visiting your home must not interfere with security and safety equipment in communal blocks of flats.



- 4.11 You or any other person living in or visiting your home must not keep any animal that we consider unsuitable for your home. Your pet or pets must not annoy or frighten other people. In cases of cruelty to animals, permission to keep animals will be withdrawn and cases may be reported to the RSPCA or the police.
- 4.12 You or any other person living in or visiting your home must co-operate with us and your neighbours to keep communal areas clean, tidy and clear of obstruction.
- 4.13 You or any other person living in or visiting your home are not allowed to smoke in any internal communal areas.
- 4.14 You or any other person living in or visiting your home must not park a vehicle anywhere on your property except on a hard-standing (a driveway or paved area intended for parking). You must not park a caravan, motor home, boat or trailer on the garden, driveway, paved area around your home or on any communal parking areas without our written agreement. You must not park on grassed areas without our agreement. This includes parking of commercial vehicles.
- 4.15 You or any other person living in or visiting your home must not do major or persistent car repairs or park an illegal or unroadworthy vehicle in your garden, communal areas or on the road.
- 4.16 You or any other person living in or visiting your home must not allow a motor vehicle, trailer, caravan, boat or other wheeled vehicle to obstruct any road, lane, path, access way, drive or garage area. You and your visitors must not park anywhere that would obstruct emergency services.
- 4.17 You must keep your garden tidy by cutting the lawn and trimming the hedges and ensure that the garden is free of rubbish, household items and animal faeces. If you do not, we will ask you to put this right. If you do not, we or our agents will do the work and charge you for it. We may also take legal action against you and claim the costs from you.
- 4.18 You or any other person living in or visiting your home must dispose promptly and properly of all household refuse and any bulky waste items (such as fridges, cookers) in a way that does not cause a nuisance to your neighbours or community. All communal areas must be kept clear and free from obstruction to reduce the risk of fire. We are allowed to enter any communal or outdoor area and dispose of any refuse or waste which we consider to be causing a nuisance or obstruction without notice and may charge you for our costs in doing so.
- 4.19 You or any other person living in or visiting your home must not keep or use paraffin, petrol, bottled gas or any other dangerous material in your home or in communal areas. An exception to this is bottled Oxygen required for medical reasons. We are allowed to enter any outdoor or communal area and dispose of any dangerous material without notice to you.

## 5 Your rights as a tenant

- 5.1 You have the right to take in lodgers with permission. A lodger is someone who lives with you, but wasn't part of your household when you first moved in. They don't have exclusive right to any one part of your home, and will get some sort of service from you such as cooking or cleaning.
- 5.2 You have the right to sublet part of your home, but we must agree first. You cannot

- sublet the whole of the property. We will carefully consider any request to sublet and may refuse consent where we consider that they are grounds to do so under Section 94 of the Housing Act 1985. You must advise Cornwall Council and DWP benefit departments of any subletting where you are in receipt of any benefits from those authorities as any income from subletting may impact on your entitlement to benefits.
- 5.3 You may have the 'Right to Buy' your home. Full Right to Buy details are available from us on request.
  - 5.4 You have the right to see information that we hold on you and your tenancy, including council policies. In certain circumstances we will not be able to show you information obtained from a third party.
  - 5.5 You have the right to set up and join a local tenants' group.
  - 5.6 You have the right to be consulted on: changes that affect the management of your home; changes to the terms and conditions of your tenancy (other than changes to Rent and Service Charges); and on modernisation or improvement work planned for your home or your area. We will involve you or your tenants' group in local housing issues.
  - 5.7 You have the right to make a complaint on any area of Cornwall Council's service including housing. Information is available if you ask and on our website.
  - 5.8 You have the right to get repairs done within a reasonable time. See section 3.7 above.
  - 5.9 You have the right to make improvements depending on our consent. See section 3.10 above. You also have the right to seek compensation for your own qualifying improvement made in accordance with Secure Tenants of Local Authorities (Compensation For Improvements) Regulation 1994 when you leave the property.
  - 5.10 You have the right to carry out a mutual exchange depending on our approval. See section 13 below.

## 6 Using your home

- 6.1 You must co-operate with and assist when required with Cornwall Housing's provision of appropriate housing related services to you, (as per Appendix 1), You also agree to notify Cornwall Housing of any concerns or difficulties arising from the support you should receive.
- 6.2 You must not intentionally overcrowd your home.
- 6.3 You must use this council property as your main or only home.
- 6.4 You must not commit tenancy fraud, or any crime in connection with your tenancy or home, examples include (this list is not exhaustive), parting with possession of and letting your home, claiming housing cost benefits, but not living in your home and putting in a right to buy application when you knowingly do not have the right to purchase your property.
- 6.5 You must not run a business from your home without our written permission. Permission will only be refused or withdrawn if the business causes a nuisance to neighbours. Some businesses may need planning permission. 'Airbnb' and other vacation rental arrangements are classed as business activities and are not permitted without our prior written consent.
- 6.6 You must not keep unreasonable amounts of household rubbish or other items inside or

outside your home that may cause a health and safety risk to you or your neighbours or cause a nuisance.

- 6.7 You must not keep any moped, motorbike or similar vehicle, or any other machine driven by internal combustion engine (including engine parts) inside your home.
- 6.8 You must not cause damage, whether deliberately or by your own neglect, to the property.
- 6.9 You must tell us if you will be away from home for more than a month and your home may be treated as abandoned if you do not, leading to possession action.
- 6.10 You must not allow any of the boundaries of the property to be changed without our written permission.

## 7 Joint tenancies

- 7.1 You may have the right to apply for a joint tenancy with your partner (husband or wife or partner - including partner of the same sex) or close family member, as long as they have lived there for more than 12 months, and this does not clash with the best use of council housing stock. We may refuse your application if we consider it appropriate to do so but will aim to give permission for joint tenancies wherever possible. Please refer to our Tenancy Policy for further details on joint tenancies.
- 7.2 Each partner in a joint tenancy is wholly responsible for ensuring all the conditions of tenancy are met. This includes paying rent.

## 8 Ending your tenancy

- 8.1 You must give us 28 days written notice to end your tenancy. This notice must end on a Monday and you must return the keys to us by 12 noon on that Monday. If you don't, we may charge you for reasonable costs to secure the property against re-entry, or you may be charged additional rent until the keys are returned. If no date is stated in your notice, the tenancy will end at 12 noon on the first Monday following 28 days from the date on which we receive the notice.
- 8.2 If you are joint tenants, either of you can end the tenancy by giving 28 days written notice to us even if the other tenant does not consent. If you are affected by this, please contact us for advice. We will decide if the other joint tenant can remain in the property.
- 8.3 In some circumstances, we may agree to dispense with the requirement for 28 days' notice, in which case the tenancy will terminate on the date agreed with you.
- 8.4 Section 86F of the Housing Act 1985 provides you with a statutory right to end your tenancy by giving 4 weeks' notice but only if on the date given in the notice you are not in breach of the tenancy and there are no arrears of rent payable. Paragraphs 8.1 - 8.3 above give you with a further right to terminate in addition to your statutory rights. Therefore, you can end the tenancy under 8.1 to 8.3 above even if rent remains unpaid or you are in breach of the tenancy. However, we will still be able to recover any sums owing under the agreement from you including any rent arrears.
- 8.5 Before the end of your tenancy you must allow us to inspect the property.
- 8.6 You must leave the property and all the fixtures and fittings in good and clean condition. If you have kept pets, you are responsible for ensuring the property is free

of infestation. We will recharge you for items left and any damage or cleaning required.

- 8.7 If you leave any possessions in the property, outbuildings or gardens after you have left the property, we can remove them from the property without delay and dispose of them after a maximum of 28 days and we will charge you for any costs in doing so.
- 8.8 You must arrange with us to pay all outstanding rent or other charges when you leave your home.
- 8.9 You must notify any utility companies that you are moving out.
- 8.10 You must not leave anybody else living in the property when you move out.
- 8.11 You must not abandon any animals at the property when you move out.
- 8.12 Paragraphs 8.5 to 8.11 above will not stop you from terminating your tenancy but may result in further costs and amounts being recovered from you.
- 8.13 Where the law applies or the Court orders, a secure tenancy can sometimes stop being a secure tenancy (this is rare). If this happens for any reason, then we may terminate the tenancy by giving you not less than 2 months' written notice.
- 8.14 If you abandon your home including where you leave it for a period of more than one month without our knowledge and consent then we are entitled to terminate your Tenancy forthwith and recover possession subject to any additional legal requirement.

## 9 Legal notices

- 9.1 If we send you a legal notice for any reason, we may do so by leaving it at your home or your last known address, or by sending it by first class or registered post. This will count as formal notice to you whether you have actually seen the notice or not.

## 10 Grounds for possession

- 10.1 We can only end your tenancy if we get a court order on the grounds for possession listed in Schedule 2 of the 1985 Housing Act as amended. Full details of these grounds are described in your tenants' information.

## 11 Succession

- 11.1 There is only one legal right to succession to a tenancy.
- 11.2 Where one joint tenant dies, the whole tenancy passes to the survivor.
- 11.3 As long as you are not a successor, your spouse or civil partner, or a person living with you as your husband or wife, including same sex partner, providing he/she occupied the premises as his/her only or principal home at the time of your death, has the right to succeed to your tenancy.

**Right of Succession other than by a spouse or person living with you as husband or wife (including same sex partners)**

- 11.4 On your death, if you are a sole tenant and provided you did not succeed to your tenancy, we will grant a new tenancy of your home to a member of your family, (as defined in Section 113 of the Housing Act 1985) provided that the person lived with you continuously for twelve months immediately before your death and they occupied and continued to occupy your home as their only or principal home. In cases of under occupation, we reserve the right to offer a tenancy of alternative accommodation to anyone succeeding under this clause.
- 11.5 In the event that more than one person is qualified to succeed to the tenancy, they should agree between themselves which one wishes to apply. If they cannot agree, we shall decide who will succeed to the tenancy.

## 12 Assignment

- 12.1 You have the right to ask us to pass your tenancy to a member of your family. Unless they are a spouse or partner, they must have been living with you continuously for 12 months before the date you apply. This is called assignment. We will carefully consider your application and aim to give consent where appropriate.

## 13 Mutual exchanges

- 13.1 You have the right to exchange with another tenant of the council, a housing association or local authority, but you must get our written agreement first. We cannot refuse permission unless:
- one of the homes would be overcrowded - we will tell you the maximum number of people allowed;
  - we are taking legal action to get possession of the home of any of the tenants involved;
  - the exchange would mean that a home adapted for elderly or disabled people would have no-one living there who needed the adaptation; or
  - one of the homes would be considered by us to be too large for the new tenants.

This is not an exhaustive list please refer to schedule 3 of the Housing Act 1985 or check with us.

- 13.2 We also set certain conditions that you must meet before the exchange can go ahead.
- You must not owe any rent or other debt connected with the tenancy.
  - Your property and garden must be in good condition.
  - If you have made improvements or alterations that we consider unsatisfactory and without our written agreement, you must return the home to how it was before.
- 13.3 If you do exchange without our written agreement we will take legal action to evict you. You will not be able to return to your original home and will not be offered alternative housing.

## 14 Transfer

14.1 You have the right to ask for a transfer to another council property or social housing property.

14.2 You may not be allowed to move to another home if:

- you owe rent or other debt relating to any Cornwall Council or Cornwall Housing Ltd tenancy except in exceptional circumstances;
- you have allowed the property to fall into an unsatisfactory condition;
- you have made improvements without our written consent that are not to a satisfactory standard; or
- you are currently under legal proceedings for possession.

## 15 Changes

15.1 We may change the Rent and Service Charges from time to time as set out in 2.1 above.

15.2 We are entitled to change other terms of your Tenancy Agreement and these conditions either with your agreement or following consultation with you as set out below.

15.3 The consultation process is as follows:

We will write to you setting out our proposed change and its effect.

We will give you a reasonable period of time to make representations to us in respect of the proposal or its effect or both. What is a reasonable period of time will depend on the circumstances and you must inform us of any particular circumstances that affect the amount of time you need.

We will consider any and all representations made by you or on your behalf.

We will publish the decision made and how we took into consideration any representations made in relation to the proposed changes.

If we decide to substantially change the proposal we will give you written notice of the revised change/s and a reasonable time to make further representations.

We will consider such further representations if any.

We will decide whether or not to change the terms of your tenancy in the light of any and all representations made by you or on your behalf. If appropriate we may serve Notice of Variation upon you with written reasons for the decision and information about the nature and effect of the variation and the date when they take effect. That date (which will be not less than four weeks) will allow a reasonable time for you to take advice as to whether or not you wish to end your tenancy.

The terms of your tenancy will be varied by the Notice of Variation from the date set out in it, unless you have written to us before that date confirming that:

- You wish to end the tenancy on or before the date of the change; and

- The date on which the tenancy is to end.

15.4 The process set out at 15.3 above does not apply to changes in the amount of Rent and Service Charges.

# Definitions

## **Emergency Services**

This means the police, fire brigade and the ambulance service.

## **Eviction**

This is where we can have you and your entire household removed from your property after obtaining a warrant for possession.

## **Exchange**

To swap tenancies with another social housing tenant, subject to approval by the landlords.

## **Garden**

Lawns, hedges, flower beds, trees, shrubs, outside walls, fences, paths and paved areas.

## **Improvement**

Any alteration or addition to the property.

## **Lodger**

A person who pays you money to let them live in the property with you for services such as meals, laundry etc.

## **Neighbours**

Your neighbours include everyone living in the local area, including people who own their own homes, private tenants, housing association tenants and local businesses.

## **Partner**

Members of a couple in a relationship (including same sex relationships) who are living together.

## **Possession Order**

This is an order granted by a court to take back possession of the property.

## **Property**

The property in which you live, including any garden but not including any shared areas.

## **Service Charges**

All charges other than rent you must pay under the tenancy agreement.

## **Severally**

Any one or all of you are responsible for the full terms and conditions of tenancy.

## **Shared Areas and Communal Areas**

The parts of the building that all residents can use. For example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

## **Sinking funds**

A reserve fund that tenants pay into through service charges for future replacement of communal facilities.



### **Sublet**

Giving another person the exclusive right to live in part of the property.

### **Succession**

This term describes the tenancy of a Cornwall Council property passing to a spouse, partner or member of the family, who lives in the home when the original tenant dies, but only where that person qualifies.

### **Tenants' Information**

Additional information provided for you at sign up.

### **Visitors**

Means people not living with you but who come to see you at your home.



## Alternative formats

### Furvasow Erel

If you would like this information on audio CD, audio tape, Braille, large print, any other format or interpreted in a language other than English, please contact:-

Mar mynnowgh hwi kavos an kedhlow ma war son-sidi, sonsnod, yn Braille, prynt bras, furvas aral po styrys yn taves dres Sowsnek, kesteveugh mar pleg:-

Cornwall Housing Ltd  
Chy Trevail  
Beacon Technology Park  
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Cornwall  
PL31 2FR

### Telephone and text:

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Text: **07941 712 712**

### Email:

General enquiries and repairs: **[info@cornwallhousing.org.uk](mailto:info@cornwallhousing.org.uk)**

### Website:

**[www.cornwallhousing.org.uk](http://www.cornwallhousing.org.uk)**