

Conditions of a Demoted Tenancy

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1 Introduction

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

- If you previously held a secure tenancy, your landlord is Cornwall Council and Cornwall Housing Ltd is the agent that manages your tenancy.
- If you previously held an assured tenancy, your landlord is Cornwall Housing Ltd.

Tenure (Type of Tenancy)

- 1.1 By Court Order you have become a demoted tenant. You do not have security of tenure within the meaning of Section 79 of the Housing Act 1985.
- 1.2 These conditions apply to you for 12 months from the date the court gave us a 'Demoted Tenancy Order' as long as we have not started legal action to evict you during that time. If you previously held a secure tenancy and you keep to the conditions of demoted tenancy, you will return to a secure tenancy at the end of the 12 months. If you previously held an assured tenancy and you keep to the conditions of demoted tenancy, you will return to an assured tenancy at the end of the 12 months.

We will only seek possession of your home if:

- you or somebody living with you or visiting you breaks one or more of your tenancy conditions; or
- due to special circumstances the council must move you out to suitable alternative accommodation.

2 Rent

- 2.1 You must pay your rent. It must be paid on time as stated on your agreement by one of the approved methods. Your rent is due weekly, but you can pay fortnightly or monthly in advance if you prefer.
- 2.2 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 and other charges owed if the other joint tenant leaves or does not pay.
- 2.3 Your rent can be increased or decreased from time to time and we will give you 28 days notice of this.
- 2.4 Your service and other charges can be increased or decreased from time to time and we will give you 28 days notice of this.
- 2.5 It is your responsibility to claim any housing benefits that you may be entitled to and to tell Cornwall Council's Shared Services, (Benefit Assessments), of all relevant changes to your circumstances.
- 2.6 If your Housing Benefit does not cover the full rent, you must pay the balance.
- 2.7 We have the right to charge you for any new service we provide for your home. The cost will be charged as part of your rent. We will write to you at least 28 days before we do this.
- 2.8 If you do not pay your rent, or you pay it persistently late, we will issue you with a legal notice and will apply to court to evict you from your home. **If you have any difficulty paying your rent you should contact your Housing Officer immediately.**
- 2.9 You must repay any money you owe the council from a previous tenancy; such as rent arrears or the cost of repairing deliberate damage. If you do not keep to the repayment plan, we may go to court to seek possession of your home for breaking this agreement.

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 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, and parking areas; and
 - the outside of your home, which we must paint 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 will be done by. This depends on how urgent it is; your tenants' information gives further details.
- 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 We must give you or send you written confirmation of your request for a repair. Keep this confirmation in case you want to enquire later.
- 3.5 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

- 3.6 You must report any faults or damage to us immediately.
- 3.7 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 your local housing office for more information.
- 3.8 You have the right to put in your own improvements such as central heating, a satellite dish or a gas fire. You must get our written agreement before doing any work like this. 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.
- 3.9 If you install, with permission, a gas appliance for heating or water, we will maintain it for you.
- 3.10 You are responsible for maintaining any improvements that you have made (except as in 3.9 above).

- 3.11 You must not alter your home, remove walls or take out any other part of your home without our written agreement. Contact your Housing Officer for further details.
- 3.12 If you make an improvement or alteration to your home without our written agreement, we may tell you to return the property to how it was before. If you don't, we will do the work and charge you for it.
- 3.13 You must allow us and our agents to access your home to inspect and do repairs, improvements and annual servicing, provided you have been given at least 24 hours written notice.
- 3.14 If there is an emergency and we need immediate access to your property, we have the right to force entry without giving you notice.
- 3.15 You must allow 'free and open access' to workers to do repairs and improvements to your home. This means that the workers must be able to get easily to the part of the house they need to repair or improve.
- 3.16 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.
- 3.17 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. Broken glass must be re-glazed to an acceptable standard within 21 days.
- 3.18 You are responsible for insuring your own contents..

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; selling drugs or drug abuse; rubbish dumping; and extremely untidy gardens.
- 4.4 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; writing threatening, abusive or insulting graffiti; and doing anything that interferes with the peace, comfort or convenience of other people.
- 4.5 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.
- 4.6 You or any other person living in or visiting your home must not inflict or threaten domestic violence against any other person either living with you or in another property. You must not harass any other person or abuse them mentally, emotionally or sexually.
- 4.7 You or any other person living in or visiting your home must not use your home or any communal area for an illegal or immoral activity.

- 4.8 You or any other person living in or visiting your home must not damage, deface or put graffiti on any property. You will have to pay for any repair or removal.
- 4.9 You or any other person living in or visiting your home must not interfere with security and safety equipment in communal blocks.
- 4.10 You or any other person living in or visiting your home must not keep any animal that we decide is unsuitable for your home. Ask your local housing office if you are in any doubt. 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.
- 4.11 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.
- 4.12 You or any other person living in or visiting your home are not allowed to smoke in any internal communal areas.
- 4.13 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.
- 4.14 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.
- 4.15 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.
- 4.16 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.
- 4.17 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.
- 4.18 You or any other person living in or visiting your home must not keep or use paraffin, petrol or any other dangerous material in your home or in communal areas. Bottled gas that is used for domestic heating is acceptable, but must be kept safely.

5 Your rights as a tenant

- 5.1 You do not have the right to take in lodgers. If you have an existing lodger before the demoted tenancy comes into force, the lodger may be allowed to remain at our discretion. If you have a 'carer' and they need to lodge with you, this may be allowed at our discretion. In both cases above, you must ask in writing for our permission.
- 5.2 You do not have the right to sublet any part of your home.
- 5.3 You have the right to see the policy for deciding who gets offered a council home. Ask at your local housing office.
- 5.4 You have the right to see information we have about you and your tenancy. In certain circumstances we will not be able to show you medical or third party information.

- 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.
- 5.7 You have the right to attend but not speak at both the board meetings of Cornwall Housing Ltd and all public meetings of Council Council. You also have the right to see copies of the minutes of these meetings.
- 5.8 You have the right to make a complaint on any area of the Council Council's service including housing. You also have the right to make a complaint to Cornwall Housing Ltd. Information on both is available on request and on our websites.

6 Joint tenancies

- 6.1 You can 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 or Cornwall Housing Ltd's housing. Cornwall Housing reserves the right to refuse a joint tenancy or defer a decision until the tenancy becomes secure.
- 6.2 Each partner in a joint tenancy is wholly responsible for ensuring all the conditions of tenancy are met. This includes paying of rent.

7 Succession

- 7.1 There is only one legal right to succession to a tenancy.
- 7.2 Where one joint tenant dies, the whole tenancy passes to the survivor.
- 7.3 As long as you are not a successor, your spouse or your civil partner, or a person living with you as your husband or wife, including same sex partner, provided 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)

- 7.4 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 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.
- 7.5 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 can not agree, we shall decide who will succeed to the tenancy.
- 7.6 Whoever is granted the succession will remain a demoted tenant until the 12 month demotion period has been completed, at which time the tenancy will revert to being secure (if you previously held a secure tenancy) or assured (if you previously held an assured tenancy).

8 Assignment

- 8.1 You do not have the right to assign your tenancy to anyone other than as a result of divorce or family proceedings and at the direction of the Court.

9 Right to Buy and Right to Acquire

9.1 If you were previously a secure tenant, you do not have the Right to Buy your home, either outright or as a leaseholder. However, you will regain this right once you become a secure tenant again.

If you were previously an assured tenant, you do not have the Right to Acquire your home, either outright or as a leaseholder. You will regain this right once you become an assured tenant again and if you previously held a Right to Acquire.

The period of your demoted tenancy will not count towards the qualifying period and eligibility for discount for the Right to Buy, nor will it count toward Right to Acquire. Full details are available from us on request.

10 Mutual exchange

10.1 You do not have the right to exchange with another tenant of Cornwall Council or Cornwall Housing Ltd, a housing association or another local authority.

10.2 If you do an illegal exchange 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.

11 Transfers

11.1 You do not have the automatic right to a transfer to another council or Cornwall Housing Ltd property. A transfer offer will only be considered if you have a need for re-housing due to exceptional circumstances. You will not be allowed to move to another home if:

- you owe rent or other debt relating to your tenancy except in exceptional circumstances;
- you have allowed the property to fall into an unsatisfactory condition; or
- you have made improvements without our written consent that are not to a satisfactory standard

12 Using your home

12.1 You must not intentionally overcrowd your home.

12.2 You must use this council property as your main or only home.

12.3 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.

12.4 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.

12.5 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.

12.6 You must not erect any structure of any kind or create a hard-standing anywhere on the property without our written agreement.

12.7 You must not cause damage, whether deliberately or by your own neglect, to the property.

12.8 You must tell your Housing Officer if you will be away from home for more than a month.

12.9 You must not allow any of the boundaries of the property to be changed without our written permission.

13 Ending your tenancy

- 13.1 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.
- 13.2 If you are joint tenants, either of you can end the tenancy by giving 28 days written notice to us. We will decide if the other joint tenant can remain in the property.
- 13.3 Before the end of your tenancy you must allow us to inspect the property.
- 13.4 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. See the details in your tenants' information.
- 13.5 If you leave any possessions in the property, outbuildings or gardens after you have returned the keys, we can dispose of them and will charge you for any costs in doing so.
- 13.6 You must arrange with us to pay all outstanding rent or other charges when you leave your home.
- 13.7 You must notify any utility companies that you are moving out.
- 13.8 You must not leave anybody else living in the property when you move out.
- 13.9 You must not abandon any animals at the property when you move out.

14 Legal notices

- 14.1 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.

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.

Garden

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

Housing Officer

A member of staff we employ to manage tenancies.

Improvement

Any alteration or addition to the property.

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 and water service charges 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.

Succession

This term describes the tenancy of a council property or of a Cornwall Housing Ltd 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.

Visitors

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



Alternative formats

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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:-

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