

CORNWALL  
HOUSING

# Conditions of a Non-Secure Tenancy



PART OF THE  
CORSERV GROUP  
A CORNWALL  
COUNCIL COMPANY

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

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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.

## Tenure (Type of tenancy)

- 1.1 By signing the Tenancy Agreement you became a non-secure tenant. You do not have security of tenure within the meaning of Section 79 of the Housing Act 1985.
- 1.2 This means that the tenancy will come to an end and the Council will be entitled to possession of the property as detailed in section 1.3 below.

## Reasons for possession

- 1.3 We will take action to end your tenancy and repossess the property if:
  - a. You cease to be eligible for assistance under Part VII of the Housing Act 1996.
  - b. You accept an offer of accommodation through the HomeChoice Housing Register (Part VI of the Housing Act 1996 – allocation of housing).
  - c. You accept an offer of an assured tenancy (other than an assured short-hold tenancy) from a private landlord. This could include an offer of an assured tenancy made by a Registered Provider of social housing (e.g. a Housing Association).
  - d. You accept a qualifying offer of an assured shorthold tenancy.
  - e. You voluntarily cease to occupy the property as your principal home.
  - f. You refuse a final offer of suitable accommodation through the HomeChoice Housing Register (Part VI of the Housing Act 1996 - allocation of housing).
  - g. You are in breach of any of the conditions of this tenancy.

In addition, as your tenancy is non-secure, we may take action to end your tenancy in other circumstances as considered appropriate.

# 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:

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 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 house, 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 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 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.
- You will be offered a suitable alternative non-secure tenancy.

## Your home and your 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.

- 3.6 You must report any faults or damage to us immediately.
- 3.7 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.
- 3.8 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. 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.
- 3.9 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.
- 3.10 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.
- 3.11 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
- 3.12 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.
- 3.13 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.
- 3.14 Should you wish to carry out any internal decorations, written permission must be obtained from Cornwall Housing Ltd.
- 3.15 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.
- 3.16 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.
- 3.17 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.
- 3.18 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.

- 3.19 You must not remove or dispose of any fixtures or fittings. If you do, we will charge you for their full replacement costs.
- 3.20 You must not affix or exhibit any notice or advertisement that is likely to cause offence, to your home.
- 3.21 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, 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 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 is 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 must not intentionally overcrowd your home.
- 5.2 You must use this council property as your main or only home.
- 5.3 You must not commit tenancy fraud, or any crime in connection with your, tenancy or home; examples of tenancy fraud 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.
- 5.4 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.
- 5.5 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.
- 5.6 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.
- 5.7 You must not cause damage, whether deliberately or by your own neglect, to the property.
- 5.8 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.
- 5.9 You must not allow any of the boundaries of the property to be changed, without our written permission.



## 6. Joint tenancies

- 6.1 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. 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.
- 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. Ending your tenancy

- 7.1 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.
- 7.2 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.
- 7.3 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.
- 7.4 Before the end of your tenancy you must allow us to inspect the property.
- 7.5 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
- 7.6 If you leave any possessions in the property, outbuildings or gardens after you 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.
- 7.7 You must arrange with us to pay all outstanding rent or other charges when you leave your home.
- 7.8 You must notify any utility companies that you are moving out.
- 7.9 You must not leave anybody else living in the property when you move out.
- 7.10 You must not abandon any animals at the property when you move out.
- 7.11 Paragraphs 7.4 to 7.10 above will not stop you from terminating your tenancy but may result in further costs and amounts being recovered from you.
- 7.12 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. If you abandon your home this may affect your homelessness status.

## 8. Legal notices

- 8.1 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.

# 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.

## **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.

## **Sinking funds**

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

## **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.



Please check the Cornwall Housing website  
for updated information for leaseholders

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

## Contact us

For advice and guidance please email us at:

**[info@cornwallhousing.org.uk](mailto:info@cornwallhousing.org.uk)**

Call us on:

**0300 1234 161**

Text us on:

**07941 712712**

**If you would like this information in another  
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 **Cornwall recycles**  
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