



NORWICH
City Council

Tenant
approved

Introductory and secure

tenancy agreement

2010 edition

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1. Introduction

(A) Scope of this agreement

1.1 This agreement sets out the rights and obligations of the council and its tenants. It is the legal contract between us. It covers the following kinds of tenancy.

1.2 **Introductory tenancy** – Unless you already have a secure tenancy (or some types of social housing assured tenancy other than an assured shorthold tenancy), you begin your tenancy as an introductory tenant. Introductory tenancies are for a trial period. The trial period normally lasts one year, but may be extended. During the trial period, you have less security and fewer rights.

For example:

- your home is at much higher risk of repossession if you do not keep to this agreement
- you cannot buy your home
- you cannot exchange homes with other tenants.

1.3 **Secure tenancy** – If the trial period is successfully completed, you automatically become a secure tenant. If you already have a secure tenancy (or some types of social housing assured tenancy other than an assured shorthold tenancy), you are a secure tenant from the beginning of your new tenancy.

1.4 **Demoted tenancy** – A secure tenancy may be ended by a court order for some kinds of antisocial behaviour and replaced with a demoted tenancy. A demoted tenancy has more limited rights, like an introductory tenancy. This is explained in paragraphs [12.4](#) – [12.5](#).

1.5 Most of this agreement applies to all kinds of tenancy. Where part of it only applies to some, we say so in the paragraph concerned.

(B) Understanding this agreement

- 1.6 Please take time to read all of this agreement. We acknowledge that much of it will only apply if particular situations arise. Where one part of the agreement needs to be read with another part, we have tried to show that by cross-referencing the other part or paragraph numbers. But the agreement should be read as a whole in order to understand its full effect.
- 1.7 From time to time changes to the law affect tenancy agreements of this kind. This agreement is therefore subject to any such changes that there may be. Paragraph 2.3 explains how we tell you about developments or information that affect your tenancy.

1.8 Definitions

- **we** means Norwich City Council's housing service and the staff responsible for its housing work.
- **you** means the tenant (or joint tenants) named in the original tenancy sign-up sheet or to whom the tenancy is passed on under part 13.
- **your home** means the house or flat, including any garden or other land, that is let exclusively to you. Paragraph 10.4 has further information about boundaries and the extent of gardens.
- **communal areas** means land around your home that is owned by us for housing purposes and which is not exclusively let to you or your neighbours. It therefore includes, for example, stairways and landings in blocks of flats and communal parking and access areas.
- **neighbourhood** means your home and all the area nearby (whether or not it is part of the communal areas).
- **rent** means the basic rent and other charges as notified by us to you at the beginning of your tenancy and whenever it changes (see, for example, paragraph 8.13: charges where we maintain your garden).

(C) How long does the tenancy last?

- 1.9** The tenancy carries on indefinitely, rather than for a fixed time. In legal terms, it is a weekly tenancy. It therefore continues running week-by-week (from first thing Monday to midnight Sunday), beginning with the date shown on the original tenancy sign-up sheet, until it ends as explained in part **14**.

(D) Responsibility between joint tenants and responsibility for other occupants

- 1.10** Joint tenancies are almost always between two people. In very exceptional cases, they may be between three or four people. References in this agreement to joint tenants assume that there are only two. If there are more than two, references to both joint tenants should be read as references to all joint tenants.
- 1.11** Joint tenants are both fully entitled to the rights and fully responsible for the obligations set out in this agreement. This applies even if one of the joint tenants is not in occupation.
- 1.12** You are responsible for other members of your household and visitors to your home. That means that where this agreement prohibits you from doing something, it applies to them too.

2. Customer service and communication

- 2.1 You can contact us by telephone, email, post, or at our offices. Contact details and opening hours may change from time to time. We will give you current details when your tenancy begins and tell you if and when they change. Please note:
- we have a 24-hour emergency telephone service out of office hours
 - private meeting facilities are available for confidential discussions
 - home visits can be arranged.
- 2.2 We value your views and consult all our tenants as best we can about the service we provide. Please contact us if you want information about joining or forming a tenant association, as well as to find out about other ways to get involved.
- 2.3 We write to all our tenants from time to time, so that you are kept up to date with developments or information that affect your tenancy. We also publicise such information at our offices.
- 2.4 We sometimes operate incentive schemes for tenants to encourage and reward best tenancy practice. We will publish such schemes when they apply.
- 2.5 You may inspect the information we hold about you. Please ask us for details.
- 2.6 If you think your neighbours are not keeping to this agreement so as to spoil the enjoyment of your home, please contact us. We will investigate and do our best to resolve the problem. Part 12 explains how we enforce the agreement.
- 2.7 If you are not satisfied with the service we provide and you cannot resolve the problem with the neighbourhood housing officer who normally deals with you, you can use our complaints procedure.

If a problem cannot be resolved under our own complaints procedure, you can refer the matter to the Local Government Ombudsman. Details of our complaints procedure and the Ombudsman scheme are available on request.

Giving formal notice

- 2.8** When we need to give formal notice to you about your tenancy we must do so in writing and by handing it to you in person, or posting it or delivering it by hand to your home. Remember that your home, in this context, is your tenancy address, not somewhere else that you might happen to be living at the time (see paragraph **1.8**).
- 2.9** When you need to give formal notice to us about your tenancy you must do so in writing and by handing it to one of our housing staff in person, or posting it or delivering it by hand to Norwich City Council, City Hall, Norwich, NR2 1NH or any other office used by us at the time for our housing service.
- 2.10** In the case of joint tenancies, notices are effective if given by us to one joint tenant only, or if given by one joint tenant only to us.
- 2.11** This paragraph applies if you die during your tenancy, you are the only tenant, and no family members are allowed to have the tenancy passed on to them (see paragraphs **13.3 – 13.4**). In that situation, any notice that we have to give about the tenancy is effective if addressed to your personal representatives and posted or delivered by us in accordance with paragraph **2.8**.

Appraisals during trial period

- 2.12** While you are an introductory tenant, you must allow us to visit you in your home and make yourself available accordingly. This is so we can carry out appraisals of whether or not you are successfully maintaining your tenancy during your trial period.

3. Rent

- 3.1 We will write to you at least four weeks before the beginning of each financial year (the first Monday in April) to tell you about your rent for that year.
- 3.2 Remember that your rent includes other charges as well as the basic rent (see paragraph 1.8). Some of those other charges may only be finalised shortly before the new financial year. At that stage we will notify you of the finalised figures and the weeks for which the rent is due. It is due each week except for the last two weeks of December (see paragraph 3.8).
- 3.3 When your tenancy begins we will notify you of the rent for the current year and the weeks for which it is due.
- 3.4 If we need to review your rent during a financial year we will give you four weeks notice of any changes to it.
- 3.5 You must pay your rent promptly. If you don't keep up with your payments your home is at risk of repossession.
- 3.6 We expect you to pay your rent by regular instalments using a direct debit. We will give you the details to set up a direct debit when your tenancy begins. If you do not have a direct debit in operation, it is your responsibility to make sure that your rent is paid for each week that it is due.
- 3.7 You may be entitled to housing benefit for some of your rent. We can give you information about this. It is your responsibility to apply for benefit and supply all the information needed for that application to be processed. You continue to have an obligation to pay your rent, whatever the situation is with your benefit application.

- 3.8 Rent is not due for the last two weeks of December. This makes no difference to the calculation of the total amount due over a full year, nor does it affect the way we collect direct debit instalments over a full year. But because rent is not due for those two weeks, no housing benefit is available for them. And when your tenancy ends, there is no adjustment to your rent account to reflect the two rent-free weeks.
- 3.9 The general rule is that you cannot begin a new tenancy with us if you owe us money from another tenancy (for example, for rent arrears, damage to property or legal costs in connection with the tenancy). But there are exceptions to this rule, particularly if you have paid your current rent plus an affordable instalment off the debt consistently over a period of time. If that is the case, you must continue to pay those instalments, as well as paying your current rent.

4. Residential use

- 4.1 You must occupy your home for residential purposes.
- 4.2 You must not use your home for business purposes as well, unless you get our written permission to do so. We will not give permission if the intended use is against other regulations, for example planning laws, or might cause a problem for your neighbours.
- 4.3 If you stop occupying your home (or, in the case of a joint tenancy, you both do), you are at risk of losing your tenancy. Paragraph 14.7 explains how we may end the tenancy in these circumstances. If you expect to be absent for a temporary period of more than six weeks, please contact us to discuss the situation.
- 4.4 You may have a lodger living with you in your home.
- 4.5 **If you are a secure tenant only** you may sub-let part of your home, but only if you get our written permission to do so.

5. Antisocial behaviour

5.1 You must not behave in the neighbourhood in a way that is (or is likely to be) a nuisance or annoyance to other people. It is not possible to list everything that is a nuisance or annoyance. These are examples of some of the most common kinds:

- loud music and other unreasonable noise
- noisy DIY for prolonged periods or late at night
- door slamming
- rowdy behaviour, including excessive visitors, shouting and swearing at people
- keeping animals in an irresponsible way (or at all in some flats) against part 7
- keeping your home in poor condition against paragraphs 8.7 – 8.12
- misusing the communal areas against paragraphs 9.2 – 9.3.

5.2 You must not harass, intimidate or abuse:

- anybody in the neighbourhood
- anybody at our offices
- anybody that you know to be connected with the neighbourhood or management of your tenancy (for example, your neighbours, their visitors or our staff), wherever they are.

Harassment includes offensive behaviour directed at people because of their age, gender, disability, racial group, sexual orientation, religion or belief. It also includes indirect threats towards people and making malicious allegations against people.

5.3 You must not have in your home any unlawful drugs or equipment for the misuse of drugs.

5.4 You must not use your home for immoral or illegal purposes or commit indictable offences in the neighbourhood.

- 5.5 Remember you are responsible for other members of your household and visitors to your home (see paragraph 1.12). You must not, therefore, allow them to behave in an antisocial manner. This includes children.

6. Domestic violence

- 6.1 You must not be violent to, harass, intimidate or abuse other members of your household so that they leave your home.
- 6.2 In the case of such violence etc perpetrated by one joint tenant against the other, we may enforce this agreement to prevent the perpetrator remaining in sole occupation of the home.
- 6.3 Paragraph 14.5 explains how we will deal with the situation if one joint tenant ends the tenancy, leaving another joint tenant in occupation.

7. Pets

- 7.1 You must not keep any animals (except confined small pets like budgerigars and goldfish) if you live in:
- the following tower blocks – Ashbourne, Aylmer, Burleigh, Compass, Markham, Normandie, Seaman or Winchester Towers
 - the following sheltered housing flats – Britannia Court, Douro House, Lakenfields, St James' House, Silkfields, Singer Court or Stone Road.
- 7.2 Otherwise you may keep animals, but you must do so responsibly. You must be able to care for them and control them without causing a problem for your neighbours or interfering with the amenities in the communal areas. This means, for example, not:
- keeping more animals than is reasonable for the size and type of your home
 - allowing them to foul the neighbourhood
 - allowing them persistently to bark etc.

8. Repair maintenance and safety of your home

8.1 We are responsible for keeping in repair:

- the structure and exterior of your home (including drains, gutters and external pipes).

We are also responsible for keeping in repair and proper working order the installations for:

- the supply of water, gas and electricity
- sanitation (for example basins, sinks, baths and toilets)
- heating (both space and water heating).

8.2 We must carry out those repairs provided:

- the disrepair has not been caused by you
- we know about the disrepair
- we have your co-operation over access to your home for our staff and contractors.

8.3 You must treat the structure and exterior of your home and the installations with respect and report any defects to us as soon as you become aware of them. We may charge you the cost of carrying out works that have become necessary because you have failed to do so.

8.4 Remember you are responsible for other members of your household and visitors to your home (see paragraph 1.12). You must not therefore allow them to damage your home.

8.5 You must ventilate your home and keep it at a reasonable temperature so as to minimise condensation.

8.6 You must keep the parts of your home for which we are not responsible to a reasonable standard, carrying out minor repairs and maintenance as necessary.

- 8.7** Paragraph **8.1** deals with what we must keep in repair and proper working order. In addition, you must maintain your home and all your own appliances safely and not do anything that compromises the safety of you and your neighbours. For example, you must:
- not store anything that is a safety risk (including, petrol and other inflammable or toxic materials)
 - ensure that your own gas and electrical appliances are serviced in accordance with manufacturers' advice and provide us with evidence on request (paragraph **8.8** deals with bottled gas appliances)
 - maintain your smoke detectors so that they work properly.
- 8.8** You may only use bottled gas appliances in accordance with paragraph **8.7**. In particular, you may only do so if the condition of your home and the lay-out of your home and neighbouring properties render it safe to do so and bottles are stored outside. Such appliances are not generally suitable for flats.
- 8.9** You must not store any personal belongings to such an excessive extent that we or our contractors are unable to obtain access in accordance with paragraphs **11.1-3** (inspection and carrying out works) to the areas of your home required.
- 8.10** You must maintain your home to a standard of hygiene and good order so as not to damage the fabric of the building, cause a nuisance or annoyance to your neighbours, or create a hazard for our staff or contractors.
- 8.11** Remember that your home includes any garden area (see paragraph **1.8**). You must therefore maintain it, too, in accordance with paragraphs **8.7-10** as to safety, access, hygiene and good order.
- 8.12** You must also maintain and cultivate your garden to a neat and tidy standard.

- 8.13** If neither you nor any other member of your household is able to maintain and cultivate your garden in accordance with paragraph **8.12** because of a physical or mental health condition, disability or long term illness, we may carry out the necessary work on your behalf. If we do so, your rent is increased to cover our charges. Rent is defined in paragraph **1.8**. Part **3** deals with the rent calculation.
- 8.14** You must co-operate over arrangements that apply from time to time for putting out your refuse and recyclable materials for collection.
- 8.15** We recommend that you take out insurance for your personal property (in other words your furniture, clothes and other belongings) and other potential losses for which we are not responsible. Details of insurance arrangements that we can offer are available on request.

9. Communal areas

- 9.1** We will maintain the communal areas to a standard necessary for health and safety only. But we can only deal with a hazard or danger if we have notice of it. It is your responsibility, jointly with other occupiers using the communal areas, to keep them clean and tidy.
- 9.2** You must not do anything that is detrimental to other people's enjoyment of the communal areas. It is not possible to list all such activities, but common examples are:
- fly tipping
 - leaving things there that obstruct access or are otherwise a hazard or danger
 - carrying out car repairs (apart from occasional routine maintenance of your own vehicle outside)
 - graffiti.

- 9.3 If the communal areas include parking facilities you may use them for your private vehicles, provided that you do so responsibly and with consideration for your neighbours. Any cars that you park there must be roadworthy and display current road tax and parking permits if applicable.

10. Improvements and alterations

(A) By us

- 10.1 From time to time, we carry out improvements for the long-term benefit of our properties. We will discuss this with you as and when such a situation arises. We may insist that improvements are carried out, for example, when they are part of a phased programme of works for the overall benefit of the neighbourhood. You must allow us to do works where we insist.

(B) By you

- 10.2 You must get our written permission before you carry out any improvements or alterations to your home. This applies if you plan to change, for example, standard fittings or floor surfaces, as well as to more major works. We will consider safety, the impact on neighbours and future maintenance. You may need other permission too, for example planning or building regulation consents. We will discuss this with you at the time.
- 10.3 Remember that your home includes any garden area (see paragraph 1.8). You must therefore get our written permission before you cut down trees, carry out other major landscaping or garden works or install sheds, other buildings or structures.

- 10.4** Before making any changes to the boundaries of your home (particularly the garden area – see paragraph 1.8) you must get our written permission. Sometimes the precise boundaries of garden areas are not clear. It may be necessary for us to check our records for the housing estate as a whole in order to clarify where the boundary lies and who is responsible for it.
- 10.5** You may be entitled to compensation at the end of your tenancy for improvements you have carried out (see paragraph 16.4).

11. Arrangements for inspection and carrying out works

- 11.1** You must allow us and our contractors access to your home to:
- inspect it to check the condition and any works needed
 - carry out works of repair, maintenance or improvement to your home.
- 11.2** You must allow us, and contractors authorised by us, access to your home to carry out works to other people's homes or for the benefit of the neighbourhood that cannot reasonably be carried out otherwise.
- 11.3** We must give you at least 24 hours written notice of any access appointment unless it is an emergency, in which case we may attend without notice.
- 11.4** We, or our contractors, may enter your home by any means necessary, including a forced entry, if either:
- it is an emergency
 - we have been unable to make contact with you despite all reasonable efforts (including, where we know of them, contact through your next of kin and any social or other support worker), and have reason to believe either that you are not in occupation of your home or that your well-being is at risk.

- 11.5 The timetable for carrying out repairs depends on all the circumstances. The more it affects the day-to-day enjoyment of your home, the sooner we will do it. On the other hand, external repairs will often await the next planned programme of maintenance in the neighbourhood. We will discuss this with you at the time.
- 11.6 Before starting major works, we will discuss with you the timetable for the works and how to minimise inconvenience.
- 11.7 If the works mean that we need vacant access to your home we will tell you. You must then leave your home for the period concerned. In such cases we will discuss with you arrangements for alternative temporary accommodation.
- 11.8 We must remove all associated rubbish, building materials and equipment from your home on completion of works carried out by us.
- 11.9 Under the right to repair scheme, if we fail to carry out certain works on time, you can ask us to employ an alternative contractor to do so. Details are available on request.
- 11.10 Paragraph 14.16 explains your obligations to give access to your home in the period leading up to the end of the tenancy.

12. Enforcing this agreement

- 12.1 As explained in paragraph 1.1, this agreement is a contract between us. We both have rights and obligations. The general rule is that either of us can enforce the agreement against the other in the County Court by civil action (as opposed to criminal action, which requires a higher standard of proof).
- 12.2 This part of the agreement explains how we will enforce it against you if necessary. If you believe that you have the right to take action against us and it is necessary to do so, we recommend that you contact a solicitor for advice.
- 12.3 Unless it is urgent that we take immediate legal action against you, we will contact you if we have cause for complaint. That way we hope to sort it out before it becomes a major problem requiring legal action.
- 12.4 But we will not tolerate persistent or serious breaches of this agreement. If necessary, we will therefore apply to the court for an order against you. For example, the court may:
- end your tenancy, leading to your eviction
 - issue an injunction or similar order against you to stop breaches of the agreement.

For some kinds of antisocial behaviour **by secure tenants** the court may also, or instead:

- suspend your right to buy for a specified period of time
- make a demotion order against you (as explained in the next paragraph).

12.5 Before applying to the court for a demotion order, we must give you a preliminary notice. That notice will explain the process. If the court makes a demotion order, your secure tenancy ends and is replaced with a demoted tenancy. The effect is that you begin a new trial period. During that period, you have less security and fewer rights. For example:

- your home is at much higher risk of repossession if you do not keep to this agreement
- you cannot buy your home
- you cannot exchange homes with other tenants (and your right to pass your tenancy on otherwise is restricted).

This agreement still applies to the demoted tenancy.

12.6 If we apply to the court for an order against you, we will include a claim that you must pay our legal costs.

13. Passing your tenancy on

13.1 The general rule is that you cannot pass your tenancy on to other people. When you no longer need your home, we must re-let it in accordance with our allocation policy. What follows in this part of the agreement are the exceptions to this general rule.

Death

13.2 If you die during your tenancy and you are a joint tenant, the tenancy continues for the remaining tenant.

13.3 If you die during your tenancy, you are the only tenant, and:

- specified members of your family are in occupation of your home as their main residence
- they have lived with you for the required period of time
- you were neither a joint tenant originally nor somebody to whom a tenancy had been passed on already

then the tenancy passes to one of those family members.

13.4 A tenancy may therefore be passed on to a family member, but only once. The people who are specified as family members and the required period of residence are set out in legislation. Please ask us if you want more information about what will happen to your tenancy on your death. Otherwise we will discuss the situation with any members of your family who are in occupation of your home at the time of your death.

Exchanging homes with other tenants

- 13.5 If you are a secure tenant only** you may exchange homes, if you get our written permission to do so, with another secure tenant (or assured tenant of certain social landlords), if they, too, have got written permission from their landlord.
- 13.6** We can only refuse permission if we do so on grounds specified by legislation. If we want to rely on one of those grounds, we must say which one and why.

Relationship breakdown

- 13.7** Tenancies may be passed on by a court order in divorce or similar proceedings, subject to any objection we have. The court order may be to pass the tenancy from joint tenants to one of them or to somebody who is not already a tenant.
- 13.8** If you are in this situation, you or your solicitors should check with us as soon as possible whether we might have an objection. We will only object if the kind of property is unsuitable for the prospective new tenant's household (in accordance with our allocation policy) or there are (or may be) tenancy management problems.

Qualifying successor

- 13.9 If you are a secure or introductory tenant** – during your lifetime, you may pass your tenancy on to somebody who would be entitled to it on your death (see paragraphs **13.3 – 13.4** above), but only if you get our written permission to do so.

14. Ending the tenancy

(A) By you – notice to quit

- 14.1** If you want to end your tenancy, you must give us formal notice (see paragraph 2.9). We can give you the correct form to use. It does not end the tenancy immediately. The tenancy will only end after four clear weeks (in other words, at the end of the four week period starting on the Monday after we receive your notice).
- 14.2** Remember that in the case of joint tenancies, notices to us are effective if given by one joint tenant only (see paragraph 2.10).
- 14.3** Once you have given us notice, you can't change your mind. When the notice takes effect, everybody who lives at your home must leave. Nobody has an automatic right to be re-housed by us.
- 14.4** You should therefore think carefully before ending the tenancy in this way, particularly if you are a joint tenant or there are other members of your household. If your intention to end the tenancy is connected with a relationship breakdown, you should take advice about it. If you do not already have a solicitor advising you on the relationship breakdown, we recommend you go and see one.
- 14.5** If one joint tenant ends the tenancy in this way and the other tenant remains in occupation, we will only offer a new sole tenancy if the kind of property is suitable for the remaining occupant's household (in accordance with our allocation policy) and there are no tenancy management problems.

(B) By us – notice to quit

- 14.6** The general rule is that if we want to end your tenancy we must get a court order. But in the following situations we can do so by giving you four weeks notice to quit.
- 14.7 Non-occupation or sub-letting** – We can end your tenancy by giving you four weeks’ notice to quit if you:
- stop occupying your home as your only or principal home (or, in the case of a joint tenancy, if you both do)
 - sub-let or part with legal possession of your home (except in the limited way allowed and explained in paragraph 4.5).
- 14.8 Death** – This paragraph applies if you die during your tenancy, you are the only tenant, and no family members are allowed to have the tenancy passed on to them (as explained in paragraphs 13.3 – 13.4). We can end the tenancy by giving four weeks notice to quit. Paragraph 2.11 explains the formalities of how we can do so.

(C) By us – court order

- 14.9** Except where paragraphs 14.6 – 14.8 apply, we can only end your tenancy by getting a court order and then enforcing our right to possession.
- 14.10** Before we apply to the court for such an order we must give you a preliminary notice (sometimes called a notice of seeking possession or a notice of proceedings for possession). The notice will explain why we want to end your tenancy and what rights you have.

14.11 We may then apply to the court.

- **If you are an introductory or demoted tenant**, you are at much higher risk of eviction. The court must make an order if the judge is satisfied that we have followed the right procedure. In other words, the judge has no discretion to consider the overall merits of the case.
- **If you are a secure tenant**, you have more rights when the case comes to court. The judge must not only be satisfied that we have followed the right procedure, but also that we have proved one of the grounds for taking action set out in legislation. In most cases the judge must also consider the overall merits and be satisfied that it is reasonable to make an order. And in some cases the judge may suspend eviction. This will normally be on condition, for example, that you make specified payments or keep to this agreement in the future.

14.12 Paragraphs 12.4 – 12.5 explain how a demotion order can end a secure tenancy. But in that case it is replaced with a demoted tenancy and this agreement still applies.

(D) By agreement – surrender

- 14.13** If everybody agrees, your tenancy can end immediately. In the case of a joint tenancy, both tenants must agree, as well as us.
- 14.14** If so, we can give you the correct form for signature by you (or in the case of joint tenants, both of you).
- 14.15** In some cases, an agreement to end the tenancy in this way can be implied. This often arises where it is clear that you have abandoned your home (because you have, for example, moved out, stopped paying the rent or returned the keys to us).

(E) Access when your tenancy is due to end

- 14.16** Once a date has been set for your tenancy to end (following service of a notice to quit or a court order), we need to ensure that we can re-let your home as soon as possible. You must therefore allow us access to your home at that stage, both to check what works are needed before we re-let it, and to show it to prospective new tenants.

15. Occupation after your tenancy has ended

- 15.1 If part 14(C) applies (tenancies ending by us getting court order), your tenancy continues for as long as you remain in occupation.
- 15.2 If your tenancy ends otherwise (notice to quit by either of us or surrender), everybody must leave your home immediately it ends. We may enforce our right to possession and evict anybody who does not do so by getting bailiffs to execute a possession warrant.
- 15.3 In exceptional cases we may delay such enforcement action for a limited period of time. This may be in order to give remaining occupants an opportunity of completing a move elsewhere. Or it may be pending our decision whether or not to offer them a tenancy of that property.
- 15.4 Technically, people remaining in occupation after a tenancy has ended do not pay rent. But we are entitled to payment of the equivalent amount. Those payments are sometimes called charges for use and occupation or mesne profits. People who have to make those payments can apply for housing benefit just as they would if they had to pay rent.

16. Handing your home back to us

- 16.1** At the end of your tenancy you must hand your home back to us in accordance with the following provisions of this part. Remember that your home includes any garden area (see paragraph 1.8).
- 16.2** You must:
- return your keys to us
 - give us vacant possession by not allowing anybody else to remain in occupation of your home
 - leave your home in good condition
 - leave your home clear of rubbish and all your personal property (see paragraph 16.5).
- 16.3** If you don't, we will re-charge you our cost of putting things right. The amount of the re-charge could just be the cost of changing the locks. But if your home is in poor condition or somebody is left in occupation, the re-charge will be a lot more. In these cases, the re-charge may also cover the equivalent of the rent for the delay in being able to re-let your home and the costs of court action.
- 16.4** You may be entitled to compensation for improvements that you have carried out under paragraph 10.2. We can give you details of qualifying improvements and a claim form. There are time limits for claiming.

16.5 We are entitled to throw away any personal property (in other words your furniture, clothes and other belongings) left in your home. We will:

- throw away immediately any personal property that is perishable, not practical for us to store or of no obvious value
- store any other personal property for up to one month
- if we have a forwarding address for you, write to you confirming that you may collect the personal property from storage during that month, provided you pay storage costs.

Remember that the main obligation is on you not to leave any personal property behind. We are not responsible for checking the value of it or keeping it safe. Nothing will be kept for more than a month.



NORWICH
City Council



If you require this booklet in another language or format eg large print, audio cassette or braille please contact Norwich City Council on 0344 980 3333 or email info@norwich.gov.uk

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