

This is a tenancy agreement. If you would like it translated or in a different format, contact us at the address below.

中文 Chinese	这是一份租赁协议。如果您需要翻译版本或其他格式，请按如下地址与我们联系。
हिंदी Hindi	ये किरायेदारी अनुबंध है। यदि आपको ये अनुवादित रूप में या अन्य किसी फॉरमेट में चाहिये, तब नीचे दिये गए पते पर हमसे संपर्क करें।
Magyar Hungarian	Ez egy lakásbérleti szerződés mintája. Ha szeretne fordítást kapni róla, vagy más formátumban szeretné olvasni, forduljon hozzánk az alábbi címen.
Latviešu Latvian	Šis ir nomas līgums. Ja jūs vēlaties, lai to iztulko vai vēlaties to citā formātā, sazinieties ar mums izmantojot turpmāk minēto adresi.
Lietuviškai Lithuanian	Tai nuomos sutartis. Jeigu norėtumėte teksto vertimo arba kitu formatu, susisiekti su mumis toliau nurodytu adresu.
Polski Polish	To jest umowa najmu. Jeśli potrzebne jest tłumaczenie lub inny format dokumentu, prosimy o kontakt z nami pod poniższym adresem.
ਪੰਜਾਬੀ Punjabi	ਇਹ ਇੱਕ ਕਿਰਾਏਦਾਰੀ ਸਮਝੌਤਾ ਹੈ। ਜੇ ਤੁਸੀਂ ਇਸ ਦਾ ਅਨੁਵਾਦ ਕਰਾਉਣਾ ਚਾਹੁੰਦੇ ਹੋ ਜਾਂ ਕਿਸੇ ਹੋਰ ਫੋਰਮੈਟ ਵਿੱਚ ਕਰਾਉਣਾ ਚਾਹੁੰਦੇ ਹੋ, ਤਾਂ ਹੇਠਾਂ ਦਿੱਤੇ ਪਤੇ ਤੇ ਸਾਡੇ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।
اردو Urdu	یہ ایک کرایہ داری کا معاہدہ ہے۔ اگر آپ اس کو ترجمے یا کسی اور شکل میں حاصل کرنا چاہتے ہیں، تو مندرجہ ذیل پتے پر ہم سے رابطہ کریں۔

Temporary Emergency Accommodation Tenancy Agreement



Housing Benefit

- (i) If you receive Housing Benefit at the beginning of or at any other time during the tenancy, you can arrange for Durham County Council to pay the benefit direct to us. If you prefer we can make these arrangements for you. If the Housing Benefit does not cover all of the amount you owe us, you must pay the rest.

I/We _____, consent to
Housing Benefit being paid direct to Derwentside Homes

This Clause does not override the Housing Benefit (General) Regulations 2006 with regard to circumstances which Housing Benefit can be paid direct to Derwentside Homes without your consent.

- (ii) The law does not allow us to pass information about your tenancy to Durham County Council's Revenues and Benefit Section without your consent.

I/We _____, consent
to us providing information about my/our tenancy by
computer to Durham County Council's Revenues and Benefit Section.



Customer Services

Derwentside Homes,
Greengates House,
Amos Drive,
Greencroft Industrial Park,
Stanley,
County Durham
DH9 7YE



0800 783 9295 or 01207 521 100



customer.services@derwentsidehomes.co.uk



www.derwentsidehomes.co.uk

DHC03 V1 JAN11

Customer Services
Revenues and Benefits
PO Box 68
Stanley
Co. Durham
DH9 0YP

Weekly Rent:

The weekly rent is as at the date of this agreement £..... And includes the following service charges:

Water and Sewerage charge £.....

Garages £.....

Communal charge £.....

Heating Charge £.....

Furniture Charge £.....

(inventory attached)

Other

SUBTOTAL: £.....

Weekly Charge (if this applies)

Careline

Warden and Supported Housing Charge

Other support services

SUBTOTAL: £.....

About this Tenancy Agreement

This tenancy agreement is a legally binding document between you as a tenant and us as landlord. If you are a joint tenant, the term 'you' refers to everyone who signs this tenancy agreement. Each of you is jointly and individually responsible for all aspects of this tenancy agreement including payment of rent.

This tenancy agreement sets out our rights and responsibilities as your landlord and your rights and responsibilities as a tenant.

Changes to Tenancy Agreement

This Tenancy Agreement can only be changed if we both agree in writing. (This condition does not apply to changing the rent or any other service charges.)

Changes in Law

The Tenancy Particulars and Conditions can be amended, varied, replaced or altered by laws passed in Parliament in the future.

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The weekly rent is as at the date of this agreement £..... And includes the following service charges:

Water and Sewerage charge £.....

Garages £.....

Communal charge £.....

Heating Charge £.....

Furniture Charge £.....

(inventory attached)

Other

SUBTOTAL: £.....

Weekly Charge (if this applies)

Careline

Warden and Supported Housing Charge

Other support services

SUBTOTAL: £.....

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Changes in Law

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Address for notices sent by us to you

Where it is necessary for us to send you any notice and/or court proceedings, the notice and/or court proceedings will have been properly sent by us, either by delivering it by hand to you, leaving it at your home or by sending it to you by post at your home. A notice delivered by one of these methods will be effective either on the day that it was left at your home or the second working day after posting:

- (a) **“your home”** here means your last known address;
- (b) where it is necessary for us to serve any notice on joint tenants the notice will have been properly served on all joint tenants if served on one or any of them separately.

Address for notices sent by you to us

Any notice sent by you to us under this Tenancy Agreement may be sent by post or delivered to:

Greengates House, Amos Drive, Greencroft Industrial Park, Stanley, Co. Durham DH9 7YE

Tenancy Conditions

Your Tenancy Conditions are set out in full in the booklet given to you entitled “Tenancy Conditions”. The conditions set out:

Section A: Rent and Service Charges

Section B: Tenant Rights and Responsibilities

Section C: Landlord Rights and Responsibilities

You should read the Tenancy Particulars (this booklet) and the Tenancy Conditions before signing. If there is anything you do not understand you should ask your homeless officer at Durham County Council or our Tenancy Services Officer or seek independent legal advice.

The members of my/our household who will be living with me/us from the start of the homelessness tenancy are as follows:

Tenant(s) Signatures:	(1) _____		(2) _____
-----------------------	--------------	--	--------------

Signed on behalf of Derwentside Homes Limited	_____		_____
---	-------	--	-------

Date

Name	Age	Relationship to homeless applicant

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Tenant(s) Signatures:	(1) _____		(2) _____
-----------------------	--------------	--	--------------

Signed on behalf of Derwentside Homes Limited	_____		_____
---	-------	--	-------

Date

Name	Age	Relationship to homeless applicant

TENANCY CONDITIONS

PART A: RENT AND SERVICE CHARGES

SECTION 1 - YOUR PAYMENTS

1. Payment of Rent

You must pay your Rent inclusive of Service Charges and Supporting People Charges (if any apply) when due. If you do not pay your Rent, then we can go to Court for an order to seek a money judgement and/or possession order. If you have difficulty paying your Rent you should contact us immediately.

2. Setting Your Rent (inclusive of Service Charges)

We will increase your Rent inclusive of service charges on the first Monday in April. We will give you advance notice in writing of the increase.

3. Varying Existing Services

We may, after consulting with you and all other affected tenants, increase, add, alter, vary, reduce or remove any service(s) for which you pay a Service Charge. We will act reasonably and will take account of tenants' views and any guidance issued by the Tenant Services Authority. Following consultation, any changes proposed will only take effect after we have served one month's notice setting out the changes and the date from which they will take effect (a "Notice of Variation"). The Notice of Variation will also set out any revised Service Charge or new service as a result.

PART B: LANDLORD RIGHTS AND RESPONSIBILITIES

SECTION 2 - LANDLORD'S RESPONSIBILITIES

6. Your Right to Possession

We will not interfere with your right to possession of your home until your homelessness application is determined by Durham County Council or we seek possession of the Property from you.

7. Repairs

We will:

- (i) keep the structure and exterior of your home and its installations (including communal areas in the case of flats) in a good state of repair. The structure and exterior includes:
 - Drains, gutters, sewers and external pipes (except where the drains and sewers are the responsibility of a water company, when defects will be reported to that company);
 - The roof;
 - Outside walls, outside doors, windowsills, window catches, sash cords, window frames, including necessary outside painting and decorating;

- Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards, but not including internal painting and decoration;
 - Chimneys, chimney stacks and annual service of solid fuel systems and flues but NOT including sweeping;
 - Pathways, walkways, hallways, balconies, steps or other means of access;
 - External plasterwork/rendering;
 - Integral garages and stores;
 - Boundary walls, gates and fences, if they exist at the start of the Tenancy or are later erected by us, adjoining footpaths, rights of way, garage access ways or any roads not maintained by the Council and owned by us; and
 - Access paths, passageways and alleys owned by us.
- (ii) keep in a good state of repair and proper working order any installation provided by us in your home for the supply of water, gas and electricity, for sanitation and for space or water heating. Installations include:
- Basins, sinks, baths, showers, toilets, flushing systems and waste pipes, water pipes, taps (including tap washers) and stop taps;
 - Electrical wiring including sockets, light fittings and switches;
 - Water heaters, fireplaces, fitted fires and central heating installations and gas pipes;
 - Rubbish disposal unit (where appropriate);
 - Shared Fire Alarm Systems;
 - Shared Door Entry Systems;
 - Shared TV/VHF aerial system;
 - Hard-wired Pull Cord Systems; and
 - Hard-wired Smoke Detectors (where applicable).

We are not responsible for installations which you have provided in your home (except for gas fires where we will remain responsible for repair and maintenance).

For more detailed information please see the Tenants Handbook.

Repairs to the communal heating and hot water system may involve turning off the supply. We will give you notice beforehand where this is necessary except in an emergency where this is not possible. All reasonable steps will be taken to minimise any disruption caused.

8. Tenant Damage and Fair Wear and Tear

Where repairs are necessary because of damage caused by you, your family and/or visitors (other than fair wear and tear) you may have to pay our reasonable costs of repair and/or replacement as a debt due under the terms of this Tenancy Agreement.

9. Communal areas

We will keep the communal entrances, halls, stairways, lifts, passageways, rubbish chutes, bin stores and any other communal areas (including their electric lighting) clean tidy and in repair and fit for use by you and other occupiers and visitors to your home.

10. Discrimination

We agree not to discriminate against you or members of your household on grounds of race, ethnic origin, religion, gender, (including reassigned gender), disability or sexual orientation, or any other reason.

SECTION 3 - LANDLORD'S RIGHTS

11. Right to Access

We have the right to request reasonable access to all parts of your home including where we have contractors and utility companies acting on our behalf. Access requested will usually be during the daytime, on production of appropriate proof of identity, to inspect the condition of your home or carry out repairs or other works to your home or adjoining property. We will normally give you a minimum of 24 hours notice that we need access, but we may need immediate access in an emergency.

If you unreasonably obstruct access to your home, either directly (for instance by refusing consent to enter or by cancelling appointments) or indirectly (for instance by accumulation of furniture, personal effects, stored items or unhygienic conditions) we have the right to apply to a court for an order requiring you to give access and/or seek possession for breach of tenancy obligations.

The need for access applies to:

- inspections, repairs and other works to the installations in your home, such as gas, electricity and water. We have a statutory duty to inspect the gas installations. Failure to allow access for servicing of gas installations shall result in court proceedings against you to obtain access. We will ask the Court to make you responsible for the costs of court proceedings if you deny or obstruct access unreasonably;
- professional treatment to remove infestations.

12. Right to Fix Wires etc

We have:

- (i) the right to erect, fit, attach, fix and maintain any wires, poles, brackets, fixtures and fittings in, over or upon your home for the purpose of supplying digital, radio and television diffusion service to any other property;
- (ii) the right to install and maintain or improve in your home and in the communal areas cables, wires, fixtures or other equipment for provision by us of emergency alarm or security systems. We will give you reasonable notice of our intention to carry out the works.

13. Right to Apply for an Injunction and other legal remedies

We have the right to apply for an injunction to enforce your obligations under the terms of this Tenancy Agreement. This may include a power of arrest and/or an exclusion order.

This is in addition to other rights given to Derwentside Homes as a Registered Social Landlord under the Anti Social Behaviour Act 2003 (e.g. ASBOs).

14. How Derwentside Homes May End Your Tenancy

- 14.1 You have a weekly periodic tenancy from the Commencement Date until either Durham County Council nominates you into permanent alternative accommodation or we recover possession from you and end your tenancy.
- 14.2 We can only recover possession from you and end your tenancy (evict you) by serving a Notice to Quit and obtaining a court order for possession of the property.

PART C: TENANT RIGHTS AND RESPONSIBILITIES

SECTION 4 - YOUR RIGHTS AS A TENANT

You have the following rights:

15. Occupation of Your Home

You have the right to live peacefully in your home without interruption or interference from us as long as you keep to the terms of this tenancy agreement. However, we may have to enter your property in certain circumstances, as explained in Clause 11 of Section 3.

16. Security of Tenure

You are not an assured shorthold tenant or an assured (non shorthold) tenant. Your tenancy is granted to you pursuant to Section 209 of the Housing Act 1996. We can only end the tenancy by serving a Notice to Quit and getting a court order.

17. Consultation on housing management

We may consult you on any matters affecting housing management services and maintenance.

18. Right to Information

You have a right to information from us about:

- the terms of this tenancy agreement;
- our responsibilities as the Council's agent in providing accommodation for homeless applicants;
- our policy and procedure on housing allocation and transfers;
- equal opportunities;
- our principles for fixing rents and service charges;
- our performance as landlord; and
- Information on arrangements for consultation.

SECTION 5 - TENANT RESPONSIBILITIES

You have the following responsibilities:

19. Possession

- (i) To take possession of the property when your tenancy starts and to live in the property as your only or principal home.
- (ii) Not to part with possession of or sublet part or all of the property to someone else.
- (iii) Not to take in lodgers.

20. Payment

To pay the Rent including Service Charges and any other charges (listed at the start of this Tenancy Agreement) when due (on each Monday, a week in advance).

22. Anti-Social Behaviour, Nuisance and Annoyance

You (or anyone living with you or visiting your home including children) must not:

- (i) act in an anti social manner towards any person living in, visiting or otherwise engaging in a lawful activity in the locality of your home. Anti-social behaviour consists of behaviour which causes or is likely or capable of causing harassment and/or alarm and/or distress to others.
- (ii) do or incite or allow others to do anything to be done which causes or is likely to or capable of causing, a nuisance, annoyance or disturbance to any person living in, visiting or otherwise engaging in a lawful activity in the locality of your home.

Examples of anti-social behaviour, nuisance, annoyance or disturbance could include:

persistent or prolonged playing of loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling of drugs or drug abuse; rubbish dumping; undertaking major car repairs; using DIY tools late at night and/or in the early hours of the morning; playing ball games close to someone else's home; discarding litter; throwing stones; use of air rifles; pellet guns and other projectile devices.

23. Racial and Other Harassment

You (or anyone living with you or visiting your home or locality, including children) must not commit or incite or allow others to commit any form of harassment on the grounds of race, colour, religion, age, gender, (including reassigned gender), sexual orientation, disability or other status which may interfere with the peace and comfort of, or cause offence to, a person residing, visiting or otherwise engaging in a lawful activity in your or their home or in the locality.

Examples of racial and other harassment include:

- behaviour causing alarm or distress;
- language causing alarm or distress; 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, insulting letters or graffiti.

24. Noise

You (or anyone living with you or visiting your home, including children) must not play or allow to be played any radio, television, record, tape recording, compact disc, mini disc, DVD or musical instrument or operate any other equipment so loudly that it causes a nuisance, disturbance or annoyance to neighbours or can be heard outside your home. You are reminded that noise is likely to be a particularly sensitive issue between the hours of 11.00 p.m. and 7.30 a.m.

The examples of anti social behaviour, nuisance, annoyance, noise, racial and other harassment listed in paragraphs 22, 23 and 24 above are not exhaustive or exclusive.

25. Domestic Violence and Abuse

You (or anyone living with you or visiting your home, including children) must not:

- (i) inflict violence or threaten violence against any other person living with you or living elsewhere;
- (ii) harass or carry out mental or sexual abuse which makes anyone who lives with you leave the home;
- (iii) use or threaten to use violence or abusive or insulting words or behaviour towards any other person, including our employees, agents or contractors or anyone on official business.

26. Derwentside Homes Employees, Board Members, Agents and Contractors

You (or anyone living with you or visiting your home, including children) must not threaten, shout or swear at or act in an aggressive or anti-social manner or cause nuisance or annoyance to any of our employees, Board Members, agents or contractors engaged in any housing management related activity in your home or in the locality.

27. Drugs and Drug Dealing

You (or anyone living with you or visiting your home, including children) must not use your home or locality from which:

- (i) to make, supply, take or store any drug (unless there is a lawful prescribed medical use for you or anyone living with you or visiting your home); and/or
- (ii) from which to cultivate, manufacture, supply or sell any drug.

28. Use of Your Home

You must:

- (i) use your home as a private dwelling;
- (ii) not overcrowd your home by allowing more people to live there than the permitted number shown at the start of this tenancy;
- (iii) not carry on a trade or business or allow a trade or business to be carried on at your home;
- (iv) not display any business advertisement, sign or notice on your home;
- (v) not use your home, any shared area or the locality for any illegal, criminal, immoral or improper purposes.

Examples of illegal or immoral purpose include but are not limited to:

storing or distributing racist or pornographic material; storing or sale of stolen goods; supplying intoxicants to others; running a brothel; using the premises as a resort or haven for those committing crime and/or nuisance/annoyance in the locality.

29. Care of Your Home

You must:

- (i) keep your home in a clean and tidy condition;
- (ii) not place or allow any item(s) to be placed so as to cause an obstruction to and from your home or any neighbouring property or land;
- (iii) not store in your home petrol, liquid petroleum gas or similar combustible or inflammable fuels, other than for immediate use in domestic appliances;
- (iv) obtain our written consent if you want to use or store any of the items listed in (iii) above in any communal area or shed or store forming part of the building in which your home is a flat or maisonette (fuel in a tank of a motor vehicle or lawnmower properly kept on a drive of hardstanding or in an outbuilding is excluded from this provision);
- (v) if you need to use and store oxygen cylinders at your home because of a medical condition tell your local housing office immediately and agree suitable storage arrangements.
- (vi) not store in your home any type of firearm or firearm ammunition unless you have a permit;

- (vii) not damage, deface or put graffiti on your home or any part of our property. You may have to pay the reasonable costs for any repair or replacement arising from any damage caused to your home or any other property by you, your family, visitors, including children. These costs may be charged in addition to your Rent;
- (viii) not put up any fixtures such as satellite dishes, television or radio aerials;
- (ix) not make false or malicious complaints to us about the behaviour of any other person living in or visiting within the vicinity of your home;
- (x) not tamper or interfere with equipment for the supply of services or other security and safety equipment.

30. Furnished accommodation

Where your home is furnished by us, the items listed on the Inventory attached to this agreement remain our property. You, or any other person living in or visiting your home must not:

- (i) Sell, rent or give away any of our furniture. If you do we may ask the Court for permission to evict you. We will seek an order for the Court costs for any Court action taken. We may ask the Court for you to pay us compensation for the furniture.
- (ii) Deliberately damage or vandalise our furniture.
- (iii) Move any of our furniture out of the property without our written permission.
- (iv) You must allow us access to the property to inspect our furniture. We will give you 48 hours notice of any inspection.
- (v) You are responsible for the charges of repairing any damage to our furniture which you or any other person living in or visiting your home causes.
- (vi) When you move out of the home you must leave our furniture in the property in a reasonable condition. We will inspect the furniture and you may be charged for any broken or damaged items where you or a member of your family or visitor are responsible (other than fair wear and tear).

31. Internal Decoration and Repairs

You must:

- (i) notify us promptly of any disrepair in your home or the communal areas;
- (ii) pay the total reasonable costs of any works of repair or replacement arising from any damage to your home (other than fair wear and tear) caused or permitted by you, your family, your pets or visitors.

32. Access

- (i) you must allow us, or anyone working for us, including contractors and utility companies acting on our behalf, reasonable access to all parts of your home. Access will usually be during the daytime, on production of appropriate proof of identity, to inspect the condition of your home or carry out repairs or other works to your home or adjoining property. We will normally give you a minimum of 24 hours notice that we need access, but we may need immediate access in an emergency;
- (ii) you must not obstruct access to your home, either directly (for instance by refusing consent to enter or by cancelling appointments) or indirectly (for instance by accumulation of furniture, personal effects, stored items or unhygienic conditions).

The need for access applies to:

- inspections, repairs and other works to the installations in your home, such as gas, electricity and water. We have a statutory duty to inspect the gas installations. Failure to allow access for servicing of gas installations shall result in court proceedings against you to obtain access. We will ask the Court to make you responsible for the costs of court proceedings if you deny or obstruct access unreasonably;
- professional treatment to remove infestations.

33. Insurance

We are responsible for maintaining the structure of your home in respect of loss or damage suffered from a fire, flood, gas explosion, etc.

This responsibility does not cover replacing your furniture, carpets, personal belongings or internal redecoration, etc supplied by you.

34. Rubbish and unwanted items

You must:

- (i) dispose of rubbish, safely and securely wrapped, in the chute, bin chamber or dustbins provided. For items that are too large for the chute, dustbin or chamber, you should contact Durham County Council to arrange for their removal;
- (ii) dispose of hazardous items such as glass, asbestos or medical products (such as hypodermic syringes or medication) safely, and to contact our offices for advice if necessary;
- (iii) not dump rubbish or unwanted items elsewhere in the block, communal area or in the locality;
- (iv) keep common parts clean and free from your rubbish and unwanted items; and
- (v) not throw any item (including food stuffs) out of the window of your home.

35. Infestation

You must take reasonable steps to avoid doing anything which encourages an infestation of insects, pests or vermin in either your home or communal areas. Throwing scraps of food out of the window or on the property can lead to infestations and must be avoided.

Where an infestation arises as a direct result of you failing to take reasonable steps we may charge you the reasonable costs for special cleaning and any necessary additional professional treatment.

36. Communal areas

If you share any communal areas with other residents you must:

- (i) keep all the communal areas clean except where we provide a cleaning service and for which a service charge is made;
- (ii) not keep any cars, mopeds or motorcycles or associated parts in any communal entrance halls or landings (tenants or members of their household who have a motorised wheelchair or scooter may be given permission where there is no other place for storage/parking);
- (iii) keep them free from obstruction, rubbish and defacement;
- (iv) not throw anything from any landing, balcony, corridor or window in your home or in the areas shared with your neighbours;
- (v) keep noise in communal areas to a reasonable level to avoid causing a nuisance to others;
- (vi) not drive or allow your family or visitor(s) to drive across or damage footpaths or grassed areas or verges;
- (vii) not jam open doors in communal areas; and
- (viii) not let strangers in without identification.

37. Garden and Yards

You must:

- (i) maintain any garden and/or yard which is part of your home in a reasonable and tidy condition;
- (ii) not plant or cultivate any trees, hedges or bushes that may cause damage, nuisance or obstruction to your neighbours. You agree to take responsibility for removing them if they do;
- (iii) not cut down, damage or remove any tree or hedge (excluding pruning) at your home without getting our written consent beforehand;
- (iv) not encroach on any property which has not been let to you. You must report any encroachment or attempted encroachment on the boundaries of your home either and must report any attempted encroachment to us promptly.

If your garden is overgrown (and there is no good reason why you cannot do the work yourself)

we may, after writing to you first, clear it and charge you the reasonable costs in doing so. If you are elderly or disabled and either live alone or have no one living with you who could reasonably be expected to assist you in the garden you should contact us. Derwentside Homes will, subject to capacity, provide a basic maintenance and tidy up service to tenants who meet the qualifying criteria outlined above.

38. Fencing

You must:

- maintain the fencing which is erected by you and is your responsibility to a reasonable standard; and
- not erect walls or fences or alter, move or interfere with existing boundary features without getting our written consent beforehand. If you break this condition we may, after writing to you first, require you to return the boundary to its original state or we may do the work ourselves and charge you the reasonable costs to do so.

If you live in an area classed as an open plan estate you must not erect fencing or any form of structure or extension at the front of your home unless you have first obtained our consent in writing.

For more detailed information please see the Tenants Handbook.

39. Pets and Animals

- (i) You may keep a reasonable number of domestic pets if your home has a private entrance or garden. A domestic pet is considered to be a dog, cat, small caged animal or bird, small amphibians and fish.
- (ii) Our consent will be withdrawn where your pet causes, or is likely to cause, a health hazard, injury, nuisance or damage or where keeping such pets in your home (including the garden) is unsuitable. In these circumstances we reserve the right to ask you to remove any pet.
- (iii) You must clean up any fouling caused by your pet or animal.

40. Parking

You must not park on your garden without having an approved hard standing and/or approved access or pavement crossing nor use car parks provided by us for a purpose other than parking for example, you must not store dilapidated and/or illegal vehicles.

41. Repair of Vehicles

You must not carry out repairs to any motor vehicle (including boats and caravans) at your home except minor routine repairs on a non commercial basis. Where such minor repairs are carried out, you must:

- (i) carry out the repairs on the driveway of your home or in the garage if you have one;
- (ii) not cause excessive noise, dust or spillage;
- (iii) not cause, or likely to cause, a nuisance, annoyance or disturbance to your neighbours, visitors or any other person engaged in a lawful activity within the locality;
- (iv) not carry out the repairs in such a manner so as to create, or likely to create, a danger to your neighbours, visitors or any other person engaged in a lawful activity within the locality.

42. Matrimonial and Other Court Proceedings

You must tell us the outcome of any legal proceedings which results in a court order affecting your tenancy or rights of occupation and/or homeless application.

43. Assignment, Exchange, Sub-letting and Lodgers

- (i) You must not assign, exchange, sub-let or part with possession of any part of your home;
- (ii) You may not take in lodgers.

44. How You May End The Tenancy and Move Out

This tenancy is a homeless applicant's tenancy. However if you want to end this tenancy you must do the following:

- 44.1 Give us at least four weeks' notice in writing. The four week period must end on a Sunday. We may accept shorter written notice by agreement in advance.
- 44.2 Give us details of your next address for our records.
- 44.3 Arrange to have your meters read and end your telephone agreement, turn off your water supply and leave the electrical and gas equipment in a safe condition.

You should notify the local authority Council Tax and Housing Benefit offices, if appropriate.

INVENTORY OF FURNITURE

See attached Schedule.