



**GUILDFORD**  
**B O R O U G H**

**CONDITIONS  
OF  
TENANCY**

**OCTOBER  
1995**

**NEIGHBOURHOOD & HOUSING  
MANAGEMENT SERVICES**



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## INTRODUCTION

The Conditions which apply to your tenancy are set out or referred to in the following pages of this booklet.

Part I contains the express Conditions of Tenancy which are agreed between the Council as Landlord and you as Tenant. Some of the words and phrases contained in the express Conditions of Tenancy have been given a specific meaning as set out in the list of definitions on pages 2, 3 and 4.

Part II contains information about further conditions of your tenancy which are implied by law. These implied conditions may be altered at any time as legislation changes. The information about these implied conditions is not intended as an authoritative interpretation of the law but as a guide only and refers to the law as it applied on 1 January 1995.

## DEFINITIONS

The following words and phrases shall in Part I Express Conditions of Tenancy have the meanings set out below:

|                                     |          |                                                                                                                                                                                                                                                                                                        |
|-------------------------------------|----------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "the Premises"                      | means    | the house, flat, maisonette, bungalow, room or other living accommodation together with any garden or other property let to the Tenant of which the Tenant and members of his/her household have sole use but "the Premises" does not include any garage let to the Tenant under a separate agreement. |
| "Common parts" and "Communal areas" | means    | any stairways, hallways, passages, passageways, landings, balconies, lifts, garden areas, patios, footpaths, driveways or parking areas belonging to the Council which the Tenant is entitled to use (in common with other persons) but which do not form part of the Premises.                        |
| "Garage block"                      | means    | any block of lock up garages owned by the Council and includes any forecourt adjacent to such garage block.                                                                                                                                                                                            |
| "Notice of Seeking Possession"      | means    | a notice complying with the provisions of Section 83 Housing Act 1985                                                                                                                                                                                                                                  |
| "Park" and "parking"                | includes | in relation to a vehicle, parking, placing or leaving the vehicle on any land.                                                                                                                                                                                                                         |
| "plant machinery or equipment"      | includes | all items of this description whether or not normally used for industrial or commercial purposes and whether or not they are actually used for business or private purposes.                                                                                                                           |

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|                                       |       |                                                                                                                                                                                                                                                                                                                                                                         |
|---------------------------------------|-------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| "Small domestic pet"                  | means | hamster, gerbil, guinea pig, rabbit, mouse, rat, goldfish, tropical fish, budgerigar and canary.                                                                                                                                                                                                                                                                        |
| "Tenant's household"                  | means | the Tenant's spouse or living partner and the Tenant's children, any other child or adult living as part of the Tenant's family and any lodger or other person living at the Premises.                                                                                                                                                                                  |
| "the Council's fixtures and fittings" | means | all pipes, wires and cables, sinks, basins and other sanitary fittings, fitted furniture including kitchen units, electrical fittings and equipment, fixed heating appliances, central heating systems and any other items or equipment fixed in, on or to the Premises at the beginning of the Tenancy or installed by the Council since the beginning of the Tenancy. |
| "the exterior of the Premises"        | means | for the purposes only of Section B(2) (Council's responsibility for external decorations) the surfaces of the external walls, doors and window frames of the living accommodation at the Premises but does not include any gates, boundary fences, walls, garden areas, patios, paths, yards, forecourts or hard standings.                                             |
| "the Planning legislation"            | means | The Town and Country Planning Act 1990 (as amended) or any other legislation amending or replacing the same from time to time.                                                                                                                                                                                                                                          |

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## PART I

### EXPRESS CONDITIONS OF TENANCY

#### (A) DURATION OF TENANCY

The tenancy of the Premises will run from week to week until it is terminated.<sup>1</sup> Each period of tenancy will commence on a Monday.

#### (B) COUNCIL'S OBLIGATIONS

##### (1) Repairs

The Council will:

- (a) keep in repair the structure and exterior of the Premises including drains, gutters and external pipes;
- (b) keep in repair and proper working order the installations in the Premises for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity);
- (c) keep in repair and proper working order the installations in the Premises for space heating and heating water;

AND the Council will comply with all such further repairing obligations as it may from time to time be required to do by law.<sup>2</sup>

##### (2) External decorations

The Council will periodically redecorate those parts of the exterior of the Premises normally redecorated, or where the Premises comprise a flat, maisonette or room those parts of the exterior of the building in which the Premises are situated which are normally redecorated, but the frequency with which such works are carried out shall be at the discretion of the Council.

#### (C) TENANT'S OBLIGATIONS

##### (1) Payment of Rent

- (a) The Tenant **must** pay to the Council the rent (inclusive where applicable of Council tax) and all other charges due to the Council in respect of the Premises fortnightly in advance on the first Monday of each fortnight specified by the Council on the rent payment voucher.
- (b) The Tenant **must** pay all other outgoings, charges and taxes payable in respect of the Premises.

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<sup>1</sup> See Part I Section D(4) page 15 "Termination of Tenancy" which states the procedures available to the Council and the Tenant to terminate the tenancy. See also Part II Implied Conditions of Tenancy Section (8) page 21.

<sup>2</sup> See Part II Implied Conditions of Tenancy Section (1) "Council's Obligation to Repair" page 18.



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## **(2) Use of Premises**

(a) The Tenant **must**:

- (i) live in the Premises; and
- (ii) occupy the Premises as his/her only or main home.

(b) the Tenant **must not**:

- (i) use or cause or allow the Premises to be used for any illegal or immoral purpose;
- (ii) without the prior written consent of the Council, carry out any profession, trade or business from the Premises nor sell, hire or exhibit any goods, or advertise from the Premises;

AND **must** also not allow any member of the Tenant's household to breach any of the restrictions

in (i )and (ii) above.

- (c) The Tenant **must not** allow the Premises to be unoccupied for an unreasonable length of time and must inform the Council if the Premises are to be left unoccupied for any period exceeding one month.

## **(3) Repair and Upkeep of the Premises**

The Tenant **must**:

- (a) use the Premises in a tenant-like manner; <sup>3</sup>
- (b) keep in good and substantial repair and condition all parts of the Premises (including gates, boundary fences and walls) and all fixtures and fittings, structures and erections on the Premises which the Council is not required to maintain under any express or implied obligation to repair the Premises contained or referred to in these Conditions;
- (c) keep the Premises including all garden areas, yards, boundary fences and hedges, patios, paths, forecourts, driveways and hard standings in a neat and tidy condition and free from rubbish;
- (d) take all reasonable steps to protect the Premises and any adjoining property from damage by water, fire and frost and to comply with all reasonable requirements of the Council or its insurers (if any) for the protection of the Premises from damage;
- (e) keep the interior decorations of the Premises in good order;
- (f) advise the Council in writing as soon as possible of any defect or disrepair in the Premises, or in the building in which the Premises are situated, for the repair of which the Council is responsible;
- (g) make good to the Council's satisfaction any damage to the Premises or to any adjacent property belonging to the Council or to the Council's fixtures and fittings in the Premises which has occurred as a result of any act or neglect of the Tenant, the Tenant's household or any visitors to the Premises;

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<sup>3</sup> Using the Premises in a tenant like manner means that the Tenant must take proper care of the Premises. This will include carrying out normal day to day maintenance of the Premises and repairing breakages, for example of glass in windows and doors.



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- (h) keep all lavatories and other sanitary fittings, sinks and wastepipes in or on the Premises free from obstruction;
  - (i) have any chimneys in the Premises swept as often as necessary to prevent chimney fires and danger from fumes;
  - (j) maintain, keep in repair and proper working order and, where necessary, replace all fittings in the Premises including internal locks, door handles, cupboard catches and hinges, electrical plugs fitted to appliances (including fuses), smoke detectors (including replacing batteries where applicable), hat and coat rails, tap washers, plugs and chains to sinks, basins and baths;
  - (k) replace any keys to the Premises or doors within the Premises which may from time to time be lost or mislaid;
  - (l) provide an adequate container for the proper external storage of household rubbish unless the Premises are constructed with a refuse chute or the Council provides wheeled refuse containers for communal use;
  - (m) if the Premises comprise a flat, maisonette or single room, keep clean and free from rubbish all communal areas in the building in which the Premises are situated (in co-operation with all other tenants living in the building having a similar responsibility) unless the Council has undertaken to supply a cleaning service for such communal areas;
  - (n) keep all appliances belonging to the Tenant which use gas, electricity or other forms of energy or fuel in good and proper working order at all times to ensure that the Premises and any adjoining property shall not suffer damage as a result of any defect or lack of repair in such appliances.

In the event that the Tenant fails within a reasonable time to comply with any of the requirements contained in this Section C(3) relating to the repair and upkeep of the Premises the Council and any appropriate officer or employee of the Council shall be entitled, on production of identification and having given the Tenant reasonable prior notice, to enter on the Premises with or without workmen, materials and equipment to carry out such repairs or other works as may be required and the Tenant must then pay to the Council the cost incurred by it in carrying out such repairs or other works.

#### **(4) Alterations and Improvements**

The Tenant **must not** unless he/she is allowed in accordance with any implied condition of tenancy: <sup>4</sup>

- (a) carry out any improvement to the Premises. In this Section C(4) "improvement" means any alteration in or addition to the Premises and without placing any limitation on this definition includes:
  - (i) any addition to or alteration in the Council's fixtures and fittings;
  - (ii) any addition or alteration connected with the provision of services to the Premises;
  - (iii) the erection of a wireless, citizen's band or television aerial or satellite dish on the Premises;

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<sup>4</sup> Whilst the tenancy is a secure tenancy the Tenant has an implied right to carry out improvements (as defined in Section 97(2) Housing Act 1985) to the Premises - see Part II Implied Conditions of Tenancy page 20. If the Tenant wishes to carry out any alteration, addition or improvement to the Premises he should consult his/her Area Housing Manager.

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- (iv) the carrying out of external decorations;
  - (v) the erection of any shed, greenhouse or garage or other structure (whether permanent or temporary);
  - (vi) the formation of any hardstanding, driveway, path, patio or additional entrance on the Premises;
  - (vii) the cutting down, lopping, topping or removal of any tree upon the Premises or any hedge, gate, wall or fence.
- (b) make any alteration or addition (not being an improvement) to the Premises nor allow or cause any of the matters stipulated in this Section C(4) (a) and (b) to occur.
- (c) (i) In the event that any improvement, or alteration or addition (not being an improvement), is made to the Premises without the consent of the Council as landlord having been obtained, the Council shall be entitled to require the Tenant to reinstate the Premises to the state and condition in which they were in prior to the improvement, alteration or addition being carried out.
- (ii) In the event that the Council as landlord grants to the Tenant permission to carry out any improvement, or alteration or addition (not being an improvement), to the Premises subject to the Tenant complying with conditions imposed by the Council, and such works are then carried out without compliance with the Council's conditions, the Council shall be entitled to require the Tenant to comply with the conditions or reinstate the Premises to the state and condition in which they were in prior to the improvement, alteration or addition being carried out (whichever the Council considers to be most appropriate in the circumstances).

If the Tenant then fails to reinstate the Premises (or comply with the conditions, as the case may be) within a reasonable period of time the Council and any appropriate officer or employee of the Council shall be entitled, on production of identification and having given the Tenant reasonable prior notice, to enter the Premises with or without workmen, materials and equipment and to carry out such works as are necessary to reinstate the Premises and the Tenant must then pay to the Council the cost of such reinstatement works.

## **(5) Conduct**

- (a) The Tenant **must not** himself do, or allow any member of the Tenant's household or visitor to the Premises to do, any of the following:
- (i) carry on any activity or do anything on the Premises or adjacent grounds or communal areas including car parks and garage blocks which causes or may cause nuisance or annoyance, danger or injury to the occupants of neighbouring premises or any other person in or on such adjacent grounds or communal areas or which causes or may cause damage to such neighbouring premises or to the Premises or the Council's fixtures and fittings or to any other premises or property belonging to the Council;
  - (ii) cause or allow noise or vibration (whether created by television, amplified music, musical instruments, mechanical or power driven equipment, raised voices, barking dogs or otherwise) to be emitted from the Premises in excess of a reasonable level having regard to the time of day and any other relevant considerations and to ensure that no noise or vibration whatsoever is emitted from the Premises between the hours of 11pm and 7am;



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- (iii) remove from the Premises, even for a short period of time, any of the Council's fixtures or fittings or any furniture belonging to the Council and if there is any breach of this restriction the Tenant shall be liable to pay to the Council the cost of replacement of such fixtures, fittings or furniture as have been removed;
  - (iv) use or threaten violence or allow any violence to be used or threatened against any person living in the Premises such as to give that person reasonable cause to cease to live in the Premises;
  - (v) subject any Council member, officer or employee or contractor or workman acting on behalf of the Council in the course of carrying out any of the Council's responsibilities as landlord, to any physical or verbal abuse or act in a manner likely to injure, intimidate or cause alarm or distress to such person;
  - (vi) discriminate against, intimidate or harass any other tenant of the Council their family, lodgers or visitors on the grounds of race, gender, sexual orientation, religious beliefs, age or disability.
- (b) If the Premises comprise a flat, maisonette or single room situated in a building which contains other living accommodation for communal use the Tenant must comply with any Management Code which the Council may from time to time impose (for the comfort or convenience of all residents of the building) in relation to the use of such communal living areas or other facilities and must ensure that all other members of the Tenant's household and visitors to the Premises also comply with the Management Code.
  - (c) The Tenant *must not* himself do, or allow any member of the Tenant's household or visitor to the Premises to obstruct or allow or cause any obstruction of any communal area with any item even for a short period of time and if the Tenant fails to comply with this requirement the Council shall be entitled to remove the item causing the obstruction and the Tenant shall pay to the Council the cost of such removal and storage of the item until it is collected by the Tenant.

## **(6) Parking**

The Tenant ***must not***:

- (a) without the prior written consent of the Council park more than two motor cars on the Premises at any one time, otherwise than in a garage, nor park any vehicle on the Premises except in a garage or on a hardstanding constructed in accordance with the Council's standard specification for domestic hardstandings;
  - (b) without the prior consent of the Council, park any:
    - (i) vehicle exceeding 1.5 tonnes in capacity
    - (ii) plant, machinery or equipment
    - (iii) caravan or boat
    - (iv) stock car, grass racing vehicle or any similar vehicle
    - (v) horsebox or trailer
- on the Premises or on any adjoining or neighbouring driveway, or on any communal car park or garage block;
- (c) at any time park any vehicle whatsoever on any grass verge, footpath, shrubbery, or other planted or grassed area belonging to the Council;



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- (d) cross over any footpath or grass verge or land adjacent to or neighbouring the Premises with a motor vehicle, plant, machinery or equipment, a caravan, boat or trailer except over a properly constructed crossing for which prior written approval has been given to the Tenant by the Council;
  - (e) park or allow or cause to be parked any unroadworthy or untaxed vehicle on the Council's land otherwise than on the Premises (and in compliance with the restrictions contained in (a) above);
  - (f) allow or cause any member of the Tenant's household or any visitor to the Premises to contravene any of the restrictions contained in this Section C(6)(a)-(e) above.

## **(7) Fire Hazards and Inflammable Materials**

- (a) The Tenant **must not** create, bring or retain or allow to be created, brought or retained on the Premises or on any land adjacent to the Premises any thing, substance or material which may be a fire hazard to the Premises or any adjacent property and in particular not to :
  - (i) store within the Premises larger quantities of inflammable materials or gases (for example paraffin or liquefied petroleum gas) than are reasonably required for domestic use in the Premises;
  - (ii) use any inflammable materials or gases (for example paraffin or liquefied petroleum gas) in any flat or maisonette in a building comprising more than two storeys;
  - (iii) store or use any inflammable materials or gases (for example paraffin or liquefied petroleum gas) in any communal area in any building in which the Premises are situated;
  - (iv) convey any containers used to store liquefied petroleum gas (whether full or not) in any lift;
  - (v) where any container for storing inflammable materials or gases is replaced by another, effect such replacement otherwise than in the open air;
- (b) The Tenant **must not** allow or cause any member of the Tenant's household or any visitor to the Premises to contravene any of the restrictions in Section C (7) (a)(i)-(v) **above**.

## **(8) Laundry**

- (a) If the Premises comprise a flat, maisonette or single room the Tenant **must not** use any exterior balcony for the purposes of drying laundry nor must he/she use any communal area within or outside the building containing the Premises for the purposes of drying laundry except drying cabinets or other facilities or areas designated for the purpose of drying laundry.
- (b) The Tenant **must not** allow any member of the Tenant's household to contravene the restrictions in Section C(8)(a) above.

## **(9) Pets**

- (a) The Tenant **must not** keep, or allow or cause to be kept, any animal at the Premises without the Council's prior permission in writing except as follows in (i) and (ii) below:
  - (i) the Tenant may keep a reasonable number of small domestic pets provided that they are properly housed and the Council shall decide what is a reasonable number having regard to all the circumstances;

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- (ii) the Tenant may keep a maximum number of two dogs and two cats unless the Premises do not have a direct means of access to the highway or public footpath without the use of communal areas;

**AND** provided that he/she does not by keeping such pets break any of the Conditions of Tenancy restricting the creation of noise or other nuisance.

- (b) If the Tenant keeps a dog the garden of the Premises **must** be securely fenced by the Tenant to prevent the dog escaping from the Premises and if the Tenant fails to comply with this requirement the Council shall be entitled to require the Tenant to cease keeping the dog at the Premises.
- (c) If the Tenant keeps a dog he/she **must** keep it under proper control at all times and **must not** allow it to be on any communal forecourt, garage block, recreational land on which dogs are permitted or private street adjacent to the Premises unless it is properly restrained and on a lead.
- (d) If the Tenant keeps a dog he/she **must**, without prejudice to any bye-laws or other restrictions which may from time to time be in force, make every effort to ensure that the dog does not defecate on any common parts, communal forecourt, garage area, recreational land on which dogs are permitted or private street adjacent to the Premises and if the dog does defecate he/she **must** remove the faeces and dispose of them in a proper and hygienic manner. In the event that a Tenant persistently allows his/her dog to defecate on the Council's land and does not remove the faeces the Council shall be entitled to carry out appropriate cleansing operations and charge to the Tenant the cost incurred by the Council in so doing.
- (e) In the event that any dog or cat or other small domestic pet persistently becomes out of control or causes a nuisance or damage, whether in or upon the Premises or any other land owned by the Council, the Council reserves the right to withdraw its permission to allow the Tenant to retain the pet at the Premises and the Council shall then be entitled to require the Tenant to cease keeping the pet at the Premises within a reasonable period of time of notifying the Tenant that its permission has been withdrawn.
- (f) The restrictions on the number of dogs or cats which may be kept at the Premises apply to the total number of dogs or cats, as the case may be, whether or not each of the animals is owned by the Tenant and the Tenant must ensure that all the members of the Tenant's household and visitors, comply with the restrictions imposed in this Section C(9).

## **(10) Assignments, Exchange of Tenancy, Subletting and Lodgers**

The Tenant **must not** unless he/she is allowed in accordance with any implied condition of tenancy: <sup>5</sup>

- (a) assign this tenancy unless in pursuance of a Court Order made under Section 24 of the Matrimonial Causes Act 1973 (property adjustment orders in connection with matrimonial proceedings);
- (b) sublet or part with possession of the whole or part of the Premises;
- (c) without the prior written consent of the Council allow any person to reside in the Premises as a lodger.

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<sup>5</sup> Whilst the tenancy is a secure tenancy the Tenant has certain additional implied rights in relation to subletting, assignment and exchange, taking lodgers and the right of succession - see Part II Implied Conditions of Tenancy pages 18, 19 and 20.



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## (11) Access

The Tenant **must** allow the Council, its officers and other employees and contractors and workmen, and any other persons authorised by it, including the owners and occupiers of adjoining property, on production of identification, with or without workmen, vehicles, equipment and materials on to the Premises at any time upon twenty-four hours' prior notice (except in case of emergency when no previous notice is required) for the following purposes:

- a) to view the state and condition of the Premises, including the fixtures and fittings in the Premises, and the state and condition of any adjoining property;
- b) to carry out any repairs, alterations, improvements, decorations or other works to the Premises or any fixtures and fittings in the Premises, including the provision of walls, fences and landscaping, which the Council is obliged or entitled to carry out;
- c) to carry out any repairs, alterations, improvements, decorations or other works, including the provision of walls, fences and landscaping, to any property adjoining the Premises;
- d) to lay out, inspect, repair, maintain, renew and make connections to any service media in, under or over the Premises;
- e) to carry out surveys of ground conditions at the Premises;
- f) to undertake development on any adjoining Premises.

The person or persons entering the Premises will cause as little inconvenience as possible and will make good any damage caused to the Premises but in the case of damage to decorations the making good will not necessarily include the provision of matching materials.

## (D) GENERAL

### (1) Compliance with Legislation

- a) The Tenant **must** comply and also ensure that all members of the Tenant's household and any visitor to the Premises comply (at his/her or their expense) at all times with any legislation, including statutory regulations and bye-laws and any statutory notices or orders, affecting the Premises or the use and occupation of them or relating to the use of adjacent communal areas including any communal recreational land and the Tenant shall be responsible for any loss suffered by the Council as a result of any failure on the part of the Tenant to comply with the provisions of this Section D(1)(a).
- b) Without placing any limitation on the effect of Section D (1)(a) above, the Tenant **must not** himself/herself do or permit any member of the Tenant's household to do anything in or on the Premises which would amount to a breach of the Planning Legislation; and in the event that a breach of the Planning Legislation occurs in relation to the Premises the Tenant shall immediately at his/her own expense take all steps required to remedy such breach.
- c) If the Tenant receives any notice or order served pursuant to any legislation or any other communication affecting the Premises or the use and enjoyment of them the Tenant must immediately inform the Council (unless the notice or order has been served by the Council) and shall if required by the Council join with the Council in making any appeal against or objection to such notice or order subject to the Council indemnifying the Tenant as to costs.

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<sup>6</sup> Whilst the tenancy is a secure tenancy the provisions of Sections 102 and 103 Housing Act 1985 apply to any proposal to vary the terms of the tenancy - see Part II Implied Conditions of Tenancy Section (7) page 20.



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## **(2) Interest Payable when payments delayed**

If the Tenant fails to pay the rent or any charge due to the Council in respect of the Premises or any other sum of money due to the Council in accordance with these Conditions of Tenancy within 14 days of the same becoming due the Council shall be entitled to charge the Tenant interest on the rent or charges or other money owing from the date when the same became due until the date when the Council receives payment at the rate of 2% above Bank of England Base Lending Rate from time to time in force.

## **(3) Variations of Terms of Tenancy**

The express Conditions of Tenancy may be varied at any time:

- (a) by agreement between the Council and the Tenant; or
- (b) by the Council giving to the Tenant at least four weeks' prior notice in writing of the variation; <sup>6</sup>
- (c) to the extent that the variation relates to payments in respect of rent, rates, services or facilities provided by the Council, by the Council giving to the Tenant written notice of the variation, such notice to take effect at any time following the giving of the notice.

## **(4) Termination of Tenancy**

- (a) The tenancy may be terminated at any time by the Tenant giving to the Council at least four weeks' notice in writing to expire on a Sunday;
- (b) Whilst the tenancy remains a secure tenancy; <sup>7</sup> the Council may take steps to bring the tenancy to an end by serving on the Tenant a Notice of Seeking Possession and on the expiry of such Notice the Council may commence proceedings in the Court for an order for possession of the Premises which, if granted, will terminate the tenancy; <sup>8</sup>
- (c) If the tenancy ceases to be a secure tenancy, it will be terminated in a different manner. The Council must serve not less than four weeks' written Notice to Quit the Premises, on the expiry of which the tenancy will terminate; <sup>9</sup>
- (d) The Council is entitled at its option to treat the tenancy as terminated by the Tenant by way of surrender if it appears to the Council at any time that the Tenant is no longer in permanent occupation of the Premises.

## **(5) Tenant's Responsibilities on Termination of the Tenancy**

Upon the termination of the tenancy for whatever reason:

- (a) The Tenant is responsible for ensuring that the Premises are left in good repair and decorative order and in a neat and tidy condition and free from rubbish;

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<sup>7</sup> A tenancy will no longer be secure if the Tenant ceases to occupy the Premises as his/her only or principal home; security of tenure will also be lost if a Tenant sub-lets or parts with possession of the whole of the Premises and in these two latter instances once security is lost it cannot be recovered.

<sup>8</sup> See also Part II Implied Conditions of Tenancy Section (8) on page 21 regarding the Council's ability to bring a secure tenancy to an end.

<sup>9</sup> See also, however, Part II Implied Conditions of Tenancy Section (8) page 21 which explains the further steps the Council must then take to repossess a Tenant's home.

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- (b) If the Tenant does not comply with the condition at Section D(5)(a) above he/she must pay to the Council the costs incurred by the Council in putting the Premises in good repair and decorative order and in a neat and tidy condition and free from rubbish such as will enable the Council to relet the Premises;
  - (c) The Tenant **must** return all keys relating to the Premises to the Council immediately upon termination of the tenancy. If the Tenant vacates the Premises but does not return the keys to the Council by 9.30am on the first Monday following the termination of the tenancy; <sup>10</sup>, the Tenant will be liable to pay to the Council all costs incurred by the Council in making any lock changes, one week's loss of rental income, and for any other loss which may accrue to the Council arising out of the Tenant's failure to return the keys;
  - (d) The Tenant is responsible for leaving the Council's fixtures and fittings in the same state as they were at the beginning of the tenancy or at the date they were last renewed, repaired or refurbished by the Council (fair wear and tear excepted);
  - (e) the Tenant **must** leave the Premises clear of all the occupiers' belongings or effects. If any belongings or effects are left in the Premises at the end of the tenancy the Council will dispose of them in accordance with the statutory procedures relating to uncollected goods contained in the Torts (Interference with Goods) Act 1977 (or any other legislation amending or replacing the same from time to time) and the Council may withhold the proceeds of any sale of uncollected goods against any debt owed by the Tenant to the Council.

## **(6) Local Authority Powers and Duties**

Nothing in these Conditions of Tenancy shall affect the Council's rights, powers, duties or obligations (whether arising under statute or otherwise) to exercise its functions as a local authority.

## **(7) Tenant's Indemnity**

The Tenant **must** indemnify the Council in respect of all liability (whether civil or criminal) arising from any injury (including injury resulting in death) or other loss or damage sustained by the owners or occupiers of any property adjacent to or neighbouring the Premises or by any other third party as a result of any breach by the Tenant of these Conditions of Tenancy.

## **(8) Notices and Applications for Consent**

Any notice or application to be given or served or otherwise made by the Tenant to the Council pursuant to these Conditions of Tenancy **must** be in writing and addressed to the Council's Head of Housing and Health at the Council's offices at the address stated in Section D (9) below. Any notice or consent or other communication to be given or served or otherwise made by the Council to the Tenant pursuant to these Conditions of Tenancy shall be in writing and shall be properly given, served or made, if addressed to the Tenant and sent by pre-paid post or hand delivered to, or left at, the Premises and, for the avoidance of doubt, no consent by the Council shall be validly given unless in writing and signed by or on behalf of the Council's Head of Housing and Health.

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<sup>10</sup> Since the tenancy is a weekly tenancy commencing on a Monday it will terminate on a Sunday unless it is brought to an end pursuant to an order of the Court. See also Part II Implied Conditions of Tenancy Section (8) page 21 regarding the termination of secure tenancies and non secure tenancies.



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**(9) Identity of Landlord - Section 48 Landlord and Tenant Act 1987**

The Council hereby gives notice that the name and address of the landlord of the Premises for the service of notices (including notices in Court proceedings) is:

The Council of the Borough of Guildford  
Millmead House  
Millmead  
Guildford  
Surrey GU2 4BB

**(10) Interpretation**

In this Part I Express Conditions of Tenancy unless the context otherwise requires:

- (a) any words expressed in the singular shall also include the plural and vice versa;
- (b) any words expressing the masculine gender shall also include the feminine gender and vice versa;
- (c) if the tenancy is a joint tenancy, each of the Tenants shall be both jointly and separately responsible for complying with any obligations or other requirements imposed on the Tenant by these Conditions;
- (d) the headings and footnotes in the Conditions are for guidance only and do not affect the interpretation of the Conditions;
- (e) any reference to the Housing Act 1985 or any sections of this Act shall extend to any legislation from time to time in force amending or replacing the same.

### IMPLIED CONDITIONS OF TENANCY

A tenancy may be subject to implied conditions which arise under the general law relating to residential tenancies or under provisions in the Housing Legislation which relate specifically to secure tenancies.

The information in the following paragraphs is intended as a guide only to the main implied conditions arising under statute. The precise effects of implied conditions on the respective rights and duties of the Council and the Tenant will depend upon the individual circumstances of each tenancy.

If you are in any doubt as to whether you have a secure tenancy, please consult your Area Housing Manager.

#### (1) Council's Obligation to Repair

Section 11 Landlord and Tenant Act 1985 imposes on the Council an obligation in most circumstances to keep in repair the structure and exterior of premises (including drains, gutters and external pipes) which it has let on a weekly tenancy. This obligation extends to keeping in repair and proper working order the installations for water, gas and electricity supply and for sanitation (including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and appliances for making use of the water, gas or electricity supplies) and for water and space heating in the premises.

Where the premises form part of a larger building which is also owned by the Council, as for example in the case of a flat, the Council may, depending upon the date the tenancy commenced, be under a similar duty to keep in repair the structure and exterior of that building and any of the installations mentioned above which pass through that building or are otherwise owned by the Council (provided the disrepair actually affects the Tenant's enjoyment of the premises or any common parts) but this implied repairing obligation does not make the Council responsible for:

- (a) any works or repairs which the Tenant is liable to carry out under his/her duty to use the premises in a tenant like manner; <sup>11</sup>
- (b) rebuilding or reinstating the premises in the case of destruction or damage by fire, tempest, flood or other inevitable accident; or
- (c) repairing or maintaining any property belonging to the Tenant including the Tenant's fixtures and fittings.

The Council's obligation to repair does not arise until it receives actual notice of the disrepair. The Council will not be obliged to carry out repairs if it is unable to obtain the necessary rights of access, whether to the Tenant's premises, the remainder of the building in which the premises are situated or to any other property in which service installations are located. The Tenant **must** allow the Council and any person authorised by it in writing at all reasonable times in the day and on giving 24 hours notice in writing to the Tenant, to enter the premises for the purpose of viewing their condition and state of repair.

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<sup>11</sup> Using premises in a "tenant-like manner" means that the tenant must take proper care of the premises. This will include carrying out normal day to day maintenance of the premises and repairing breakages for example of glass in the windows and doors.



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In determining the standard of repair required, regard has to be had to the age, character and prospective life of the premises and the locality in which they are situated.

If the Tenant requests the Council to carry out repairs or maintenance of the Premises, for which the Tenant is responsible under the Conditions of Tenancy, the Tenant will be responsible for the cost of those works.

Certain minor urgent repairs for which the Council is responsible must now be carried out within specific time limits laid down by law. Such repairs are known as “qualifying repairs” and would include such matters as unsafe power or lighting sockets, electrical fittings, blocked sinks or toilets and loose or broken bannisters or hand rails. A full list of the qualifying repairs and details of the way in which the scheme works are available from the Area Housing Manager. If the Council does not carry out the qualifying repairs in time the Tenant may be entitled to a sum of money by way of compensation. The amount of compensation is also laid down by law.

## **(2) Assignment and Exchanges**

A secure weekly tenancy is not capable of assignment except:

- (a) by assignment in accordance with Section 92 Housing Act 1985 (Assignment by way of Exchange);
- (b) by assignment in pursuance of a property adjustment order made under Section 24 Matrimonial Causes Act 1973 in connection with matrimonial proceedings;
- (c) by assignment to a person who would be qualified to succeed the tenant if the tenant died immediately before the assignment.

A secure tenant has the right to exchange homes with another secure tenant (or assured tenant of certain social housing bodies) anywhere in England and Wales provided that the consent of the respective landlords has been obtained. The Council cannot refuse consent except on specified grounds (details of which are available from your Area Housing Manager) nor can it attach conditions to a consent except in connection with arrears of rent or some other outstanding obligation of the tenant to the Council. If the Council wishes to refuse consent it **must** do so by notice within six weeks of receipt of the tenant's application for consent.

## **(3) Lodgers**

Notwithstanding the express terms of the tenancy, while the tenancy is a secure tenancy, the tenant has the right to allow any persons to reside in the premises as lodgers without obtaining any consent from the Council. If the tenancy is not a secure tenancy or for any reason ceases to be a secure tenancy, the Council's consent to take lodgers will be required.

The tenant must not by taking in lodgers allow the premises to become over-crowded (as defined in the Housing Act 1985).

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<sup>12</sup> A secure tenant may not sub-let the whole of the premises. If a secure tenant parts with possession of the premises or sub-lets the whole of it, the Housing Act 1985 provides that the tenancy will cease to be a secure tenancy and the security cannot subsequently be revived.

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#### **(4) Sub-letting**

It is a term of every secure tenancy that the tenant will not, without written consent of the Council, sub-let or part with possession of part of the premises.<sup>12</sup> The Council's consent may, however, not be unreasonably withheld. The Council cannot impose conditions upon giving consent and if consent is unreasonably withheld, it shall be treated as having been given. The Council **must** give the Tenant written reasons explaining the refusal of consent and if the Council should fail to reach a decision on any application for consent after a reasonable period of time, consent shall be deemed to have been withheld.

A material consideration in determining whether consent should be given is whether the premises would become statutorily over-crowded.

#### **(5) Succession**

When a secure tenant dies, the tenancy may transfer under the rights of succession contained in the Housing Act 1985. The tenancy can, however, only transfer once by succession.

If the secure tenancy is a joint tenancy, the tenancy will pass automatically on death to the surviving joint tenant.

If the secure tenancy is a sole tenancy, it will, if there has not already been one succession of the tenancy, be transferred to the Tenant's surviving spouse if he/she is occupying the premises as their only or principal home at the time of the Tenant's death, or (if there is no surviving spouse entitled to succeed) to a close relative if any have been occupying the premises as their only or principal home for a minimum of twelve months ending with the date of the Tenant's death.

If there is more than one person entitled to succeed to the tenancy, the Council will decide to whom the tenancy will transfer. Further information on the precise statutory rules and procedures relating to succession is contained in the Tenant's Handbook.

#### **(6) Improvements**

A secure tenant has the right to carry out improvements as defined in Section 97(2) Housing Act 1985 as follows:

"any alteration in, or addition to [the Premises] and includes :

- (a) any addition to or alteration in [the Council's] fixtures and fittings;
- (b) any addition or alteration connected with the provision of services to the [Premises];
- (c) the erection of a wireless or television aerial; and
- (d) the carrying out of external decoration"

provided that the Council's prior written consent is obtained. The Council is allowed to impose reasonable conditions but cannot refuse consent without a good reason and if it does refuse consent, it **must** give the tenant a written explanation. If the Council does not respond within a reasonable period of a tenant's request, it is assumed that consent has been refused.

In certain circumstances, where improvements have been carried out with the consent of the Council on or after 1 April 1994, a secure tenant may be entitled to compensation at the end of the tenancy. Further information is available from your Area Housing Manager.



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## **(7) Variation of Tenancy**

Section 103 of the Housing Act 1985 allows the terms of a secure tenancy to be varied by the Council by way of a Notice of Variation served on the tenant. This right to vary the tenancy is in addition to the rights set out in Part I Section D (3) (a) and (c) above but while the tenancy is a secure tenancy is in substitution for the rights set out in Section D (3)(b) above.

Before serving a Notice of Variation under Section 103 (other than in relation to variations of rent or rates or of payments in respect of services or facilities provided by the Council) the Council has to serve on the tenant a preliminary notice of intended variation and give the tenant an opportunity to comment upon it.

The Council is also obliged to consult tenants on any proposals to change matters relating to housing management which may affect tenants.

## **(8) Termination of Tenancy**

While the tenancy is a secure tenancy it cannot be brought to an end by the Council except by obtaining a Court Order for possession of the premises. Where the Council obtains such an Order, the tenancy ends on the date on which the tenant is to give up possession in pursuance of the Order.

Before seeking a Court Order, the Council must give to a secure tenant a "notice of seeking possession" which will state the ground(s) on which possession is being sought and the reasons for doing so. The grounds for possession are laid down by law and include non-payment of rent or any other breach of the tenancy conditions.

The Council has to satisfy the Court that there is a good reason for making a possession order. It has to show that one or more of the statutory "grounds for possession" (which are set out in the Tenant's Handbook) apply and that it is reasonable to make the order. If an order for possession is sought to enable the Council to make the best use of its property, the Court **must** in addition be satisfied that suitable alternative accommodation will be available to the Tenant.

If the tenancy ceases to be secure, the Council must serve a Notice to Quit on the Tenant to terminate the tenancy. The Notice to Quit will give the Tenant at least four weeks notice, expiring on a Sunday, to leave the premises. If the Tenant does not leave the premises on the expiry of the Notice to Quit, the Council must still obtain order for possession from the Court before the Tenant can be evicted. The Council cannot apply for such an order before the Notice to Quit has expired.

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## **Notes**



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## **Notes**



GUILDFORD  
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**Neighbourhood & Housing  
Management Services**

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Guildford Borough Council, Millmead House, Millmead,  
Guildford GU2 4BB Tel: Guildford (01483) 505050

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