

Introduction

This is an important legal document called your 'conditions of tenancy'. Please read it carefully. It sets out what you agree to do when you rent a home from us. When you sign your tenancy agreement you will be entering into a contract with us. You agree to keep to the conditions given in this document.

It is important that you understand what these conditions are because if you break them, you could lose your home. We also agree to keep the promises we make to you in this document. These promises are our 'conditions of tenancy'.

On each of the following pages you will see two columns:

- The first column gives the tenancy conditions. Each condition has a number. These numbered conditions set out the rules of the contract between us. These can be used in a law court if the contract is broken by either of us.
- The second column contains notes explaining some of the conditions and giving some extra information. These notes are there to help you understand the conditions better, but they are **not** part of the contract between us.

We have tried to make the conditions easy to understand, but if you have any questions, please ask your community housing officer to explain them.

We are committed to promoting equality and equal opportunities for access and participation for everyone, whatever their personal circumstances. This includes using all the services and facilities we provide. We are committed to making sure everyone is treated with dignity and respect, and to eliminating all forms of harassment.

If you need help with reading or understanding this document, please take it to our Colchester Library and Community Hub, Trinity Square, Colchester, CO1 1JB or to the Greenstead Local Housing Office, Hawthorn Avenue, Colchester CO4 3QE. Or phone 01206 282514 or textphone 282266. We will try to provide a reading service, a translation or any other format you may need.

You agree the following conditions with us:

- 1** If you are a secure tenant, you have 'security of tenure'. This means we will not interfere with your right to live in your home. However, there are some situations when the law allows us to end your tenancy.
- 2** If you are an introductory tenant, you have limited 'security of tenure'. This means we can ask the court to end your tenancy at any time. However, we will not do this unless you break your conditions of tenancy or there is some other legal reason why we need to end your tenancy. Introductory tenants do not have the same rights as secure tenants.
- 3** If we need to come into your home to do inspections or repairs (either to your home itself or to council property next to it), we will give you reasonable notice whenever we can. In an emergency we may have to come in straight away and without giving you notice.
- 4** We will keep the structure of your home in good repair (and the building your home is in, if it is a flat). This includes the drains, gutters and outside pipes.
- 5** We will keep the fixed equipment for supplying water, gas and electricity in good repair and working order and also the basins, baths, sinks, toilets and cupboards.
- 6** We will keep the heating and hot water systems in good repair and working order.

Notes

These notes are to help you and are not part of the contract between you and us.

'We' means Colchester Borough Council. 'The tenants' guide' gives more information about your tenancy. You can read about your rights in the section on 'tenancy matters'. The leaflet 'Introductory Tenancies' gives more information about the rights of introductory tenants. Introductory tenants do not have the same rights as secure tenants. We point out these differences as we come to them in this agreement.

If you would like more information, please contact your community housing officer, the Customer Service Centre, or the Citizens Advice Bureau. You will also find a list of useful phone numbers in the tenants' guide.

You can live in your home without us interfering as long as you do not break any of the conditions of this agreement. You are also responsible for anyone else living in or visiting your home, including children. If you break the conditions, we can apply to the county court to take action against you.

If you break your tenancy conditions, you are in danger of losing your home.

If, for example, you do not pay your rent or if we can prove you cause a nuisance to your neighbours, we can ask the court to give us back your home. Before we can do this we have to give you written notice (called a 'notice of seeking possession') telling you why we want to take your home back. We also have to tell you the date when we can start legal action. For introductory tenants, the written notice is called a 'notice of proceedings for possession'.

Right to repair rules – you have a right to have some repairs done in a certain time. If we do not do these repairs within a reasonable time, you can ask for another contractor to do the work. If the second contractor does not do the repair on time, you may be entitled to a compensation payment. This only applies to repairs named in the 'Right to Repairs Rules'. If you want more details, contact your community housing officer, the Customer Service Centre, or the Citizens Advice Bureau.

Our responsibilities continued

You agree the following conditions with us:

- 7 We will keep in good repair any shared entrances, halls, stairs, lifts, passages, rubbish chutes and other parts of the building you share with other residents.
- 8 We will decorate the outside of your home and any shared areas as part of a planned programme.
- 9 We will keep shared gardens and pathways tidy.
- 10 We will normally allow you to alter and improve your home. You need to write to us and ask for our written permission first and we will tell you the reason if we have to refuse permission.

Introductory tenants will not be given this permission. You will be able to apply for this right when you become a secure tenant.

- 11 We will normally allow you to exchange your home with another council tenant or housing association tenant. You need to write to us and ask for permission first. If we refuse permission for the exchange we will give you a written explanation of our objections or reasons.

Introductory tenants do not have the right to exchange their home. You will get this right when you become a secure tenant.

- 12 We will consult you about important matters to do with managing and maintaining your home.
- 13 We will consult you (and tenants' associations if there are any) before we change these tenancy conditions.
- 14 We will give you at least four weeks' notice before we change your rent.

Notes

If you give us false information about yourself or your family, or about other people connected with you, we will take legal action against you which may lead to your losing your home.

If we break any of the terms of this tenancy agreement, you can:

- first, contact your community housing officer to discuss the situation
- use our complaints procedure – you can get details from all our housing offices
- write to the Local Government Ombudsman at 10th Floor, Millbank Tower, Millbank, London SW1P 4QP. (You can get a leaflet about complaining to the Ombudsman from any of our offices.)

You agree the following conditions with us:

15 You must pay your rent and any other charges shown on your rent card every week on the Monday for the week to come.

We can change the rent from time to time by giving you at least four weeks' notice. The weekly rent and any other charges you have to pay are shown on your rent notice. We can take the same legal action to recover other unpaid charges as we can for unpaid rent.

The rent you have to pay is the amount shown on the most recent rent notice we sent you.

16 If you are behind with your rent ('in arrears'), we can use your payments to pay your current rent (or other charges) before we use anything left over to pay off arrears you owe.

17 As well as your rent, you must pay any rent you owe us for any previous tenancy.

Notes

You could lose your home if you do not pay your rent when it is due.

If you pay by direct debit, we will collect your payment every month. We still have the right to ask for the rent in advance each week but we will not use that right as long as your direct debit is paid on the date it is due each month.

If you cannot pay your rent, please contact your community housing officer or the Citizens Advice Bureau straight away. We will help you apply for any benefits that you may be entitled to. We will also give you advice about how to pay back any money that you owe.

You can read more about the benefits you may be entitled to and the rent arrears service in the 'your rent' section of the tenants' guide.

If we owe you any money, we may take it off any money you owe us in rent or other charges.

If you are claiming Housing Benefit, you must tell the Benefits Division about any changes in your circumstances, for example, if someone moves in with you, or a child of 18 or over leaves home. Some changes can affect how much Housing Benefit you get. If we pay you too much benefit, you may have to pay it back later.

If we evict you because you do not pay your rent, we will not normally give you another home.

Using your home

You agree the following conditions with us:

- 18** You must live in the property as your home. It must be your main or only home.
- 19** You must not run a trade or business from your home without first getting our written permission. We can take away this permission if your trade or business causes a nuisance or if you do not get the planning permission or building control approval you need.
- 20** You must keep the inside of your home reasonably clean and tidy and the decorations in good order.
- 21** You must take reasonable care not to cause blockages in drains, waste pipes and refuse chutes. You must write and tell us if you change your gas or electricity supplier.
- 22** You must make sure that you or anyone living in or visiting your home do not damage our property.
- 23** If you live in a block of flats with a secure door entry system, you must not leave shared doors open or let visitors in without checking who they are.
- 24** In flats you must keep all shared stairways, hallways and landings clean. You must not leave any personal belongings or rubbish in these areas. We will remove all items left in these areas and charge you for the work.

Notes

You are not allowed to run a business from your home without first getting our written permission. We will not normally refuse permission unless we think that the business will cause a nuisance or may damage the property. If we give permission, we can take it away again if you cause a nuisance.

We would not give permission for the following types of business:

- any business that uses machinery or chemicals
- selling things from your home (if this means customers will visit your home)
- any business which means that more than your own private car or light van is parked near your home.

Even if we give permission, you may still need planning permission and building control approval. You are responsible for getting these.

We will clear blocked drains as soon as possible. If you caused the blockage by putting something down the drain (such as chip fat or disposable nappies), we may charge you for the work to clear the blockage.

The section on 'maintaining your home' in the tenants' guide tells you more about looking after your home.

Making changes to your tenancy

You agree the following conditions with us:

25 Assigning your tenancy (including mutual exchanges)

You must not give away (assign) your tenancy unless any of the following apply:

- a You first get our written permission. We will only give permission if you are exchanging your home with another council tenant or housing association tenant. (In the notes we explain how you can find out if you qualify.)

Introductory tenants will not be given this permission. You will get this right when you become a secure tenant.

- b A court has ordered you to assign the tenancy. (This would normally be as part of a divorce or separation.)
- c You are giving it to someone who has a legal right to take over the tenancy if you die. (We can tell you beforehand whether the person you want to give the tenancy to has a legal right to take over.)

26 Subtenants

You must not rent your home or any part of it to anyone else without first getting our permission in writing.

Introductory tenants will not be given this permission. You will get this right when you become a secure tenant.

Notes

Please ask your community housing officer for advice if you want to make any changes to your tenancy.

'Assignment'

This is when you legally give your tenancy to someone else. Please see the section on 'tenancy matters' in the tenants' guide or the leaflet 'Introductory Tenancies'. Or you can ask your community housing officer for more details on transferring your tenancy.

Mutual exchanges

A 'mutual exchange' is when you swap your home for the home of another tenant. You can do this in Colchester, or around the country under the 'Homeswap' scheme. You can pick up a leaflet about this and how you qualify in the Customer Service Centre, or the Greenstead Local Housing Office. Please see the section on 'tenancy matters' in the tenants' guide. Introductory tenants do not have the right to exchange their home. You will get this right when you become a secure tenant.

If you are a close relative of a tenant who dies, you may be able to take over the tenancy. This is called 'succeeding' to the tenancy. Please see the section on 'tenancy matters' in the tenants' guide or the leaflet 'Introductory tenancies'.

Lodgers

You have the right to take in lodgers but you will need to tell the Benefits Division (if you get Housing Benefit) and the Council Tax Division. Introductory tenants do not have the right to take in lodgers. You will get this right when you become a secure tenant.

Repairs and alterations

You agree the following conditions with us:

27 You must tell us straight away about any repairs needed which are our responsibility.

28 You are responsible for:

- repairing and maintaining anything we have not put in your home, for example any electrical appliances or other fittings you bring into your home
 - repairing and maintaining anything you have fitted in your home
- and
- replacing the usual domestic items, for example light bulbs, electric plugs and plugs for sinks and baths.

29 You are responsible for repairing any damage to any part of your home caused either deliberately or carelessly by yourself, by a member of your household or by your visitors. If you do not put this right when we ask you to, we may do the work ourselves. We will charge the cost to you. You must pay this cost when we ask you to.

This also applies to other council property around your home such as shared areas of blocks of flats.

30 You must allow our employees or contractors to come into your home to inspect or do work on your home or property next to your home. They will normally give you notice but you must let them in straight away in an emergency.

Notes

For more information on repairs please read the section on 'repairs' in the tenants' guide.

You are allowed to remove your own belongings from your home as long as they are not fitted or fixed.

If you replace your front door, you cannot take it to another home unless you put back the door that belongs to us. It must be in the same condition as when you took it off. Introductory tenants do not have the right to make improvements to their home. You will get this right when you become a secure tenant.

If you put in a new kitchen, you cannot take it to another home. If you received permission to put in a new kitchen, you can claim a compensation payment from us for the improvement you have made. You have up to two weeks after moving to apply. Introductory tenants do not have the right to make improvements to their home. You will get this right when you become a secure tenant.

Always ask to see the identity card of anyone who works for us before you let them into your home to carry out repairs. If in doubt, keep them out. Please phone your community housing officer if you want to check who we will send to do the repair.

We will clean up after we have done work in your home.

If you have problems with condensation, please read the section on 'maintaining your home' in the tenants' guide. Your community housing officer can help you reduce the problem.

You need to insure your belongings, your decorations, and any alterations you make (for example a new kitchen). The section on 'maintaining your home' in the tenants' guide tells you about insurance.

Repairs and alterations continued

You agree the following conditions with us:

31 Alterations

You must not alter your home (except for normal decorating), or fix anything to it, without first getting our written permission. We can take away this permission if your alteration causes a nuisance or if you do not get any planning permission or building control approval you need. You will be responsible for maintaining any alterations and improvements you make.

Introductory tenants are welcome to decorate their homes, but do not have the right to alter their home in any other way. You will get this right when you become a secure tenant.

If we have to put right something you, someone living with you, or a visitor has done, even if it was not done deliberately, we may charge you the cost of putting it right.

Notes

Examples of alterations you need our permission for are:

- fitting kitchen cupboards
- changing any electrical fitting
- knocking down walls
- taking doors off
- fitting gas appliances
- fitting satellite and phone dishes.

The section on 'repairs' in the tenants' guide tells you more about altering your home.

Even if we give you permission to alter your home, you may still need planning permission and building control approval. You are responsible for getting these. We can take away our permission if you do not get the planning permission or building control approval you need.

We may need to inspect your home before we give permission and again after the work has been done.

Antisocial behaviour

You agree the following conditions with us:

- 32** You are responsible for the actions and behaviour of your family and other people who live in or visit your home. This applies when they are inside, outside or near your home.
- 33** You must not cause danger or a nuisance, or annoy your neighbours. You must not obstruct or annoy our employees, contractors or anybody who is living in or visiting the area where you live. You must not discriminate against them or harass them, for any reason. In particular, you must not:
- use violence or threats of violence
 - use abusive or insulting words or behaviour
 - damage (or threaten to damage) anyone's home or property
 - write graffiti of any kind
 - be violent or abusive to a member of your household
 - commit any racist incident.
- 34** You must not do anything which would result in us breaking an agreement we have with someone else. You must not break planning or environmental regulations or make us liable in law.
- 35** You must not do anything illegal in your home. You must not deal in illegal drugs or other banned substances, or allow them to be used in your home. You must not allow your home to be used for storing illegal drugs, banned substances or stolen goods, or for anything else which is against the law.

Notes

We want you to enjoy living in your home (including any outside areas such as a garden or shared area) as long as you do not cause a nuisance to others. The conditions in this agreement are designed to help neighbours get on with each other.

If you have a problem with your neighbours, the first thing you should do is talk to them. They may not realise that they are causing a problem – so please be friendly and do not lose your temper.

Examples of danger, nuisance, or annoyance include:

- criminal activity
- violence or threats
- domestic violence
- racism
- playing loud music
- slamming and banging doors
- damaging property
- drug taking and drug dealing
- drunkenness
- large groups of people meeting
- writing graffiti
- dumping rubbish
- prostitution and pornography
- car crime and joy riding.

A 'racist incident' is defined as 'any incident which is perceived to be racist by the victim or any other person'.

Under the Data Protection Acts we can give the police information about you, or people who live in or visit your home, if this is needed for civil or criminal court action.

We have legal powers, including The Crime and Disorder Act and The Antisocial Behaviour Act, which we can use to take action against people who cause a nuisance in the neighbourhood, but we need your help. We will need you to write down the details whenever the problem happens. We may also need you to come to court to give evidence, but we will look at each case on its merits. If we cannot get enough evidence, it is hard to take action.

You agree the following conditions with us:

- 36** You must not pollute drains.
- 37** You must not obstruct shared areas or leave any dangerous items in shared areas.
- 38** You must not store any dangerous or flammable material (anything which catches fire easily) in your home, garden, garage or shed (or anywhere in your block, if you live in a flat).
- 39** You must not damage any fire alarms, or damage or move fire extinguishers or other safety equipment in the building.

Notes

We want the area around your home to be safe and clean.

If people dump rubbish, or leave these areas in a mess, your health and safety is at risk. This includes leaving motorcycles in shared areas or sheds.

Throwing things out of windows or off balconies is dangerous.

If you discover a fire:

- sound the alarm
- call the fire brigade
- leave the building at once.

Each sheltered scheme has its own fire safety rules. If you live in a sheltered home, the scheme manager will tell you what to do if there is a fire.

We will work with tenants, the police and others to make your neighbourhood a place where people can feel safe.

Please report anything suspicious to the police or to your community housing officer. We will keep your help confidential.

You agree the following conditions with us:

- 40** You must not park a vehicle in the garden of your home without first getting our written permission. We can take away this permission if your vehicle causes a nuisance or if you do not get any planning permission you need. You must not cross the pavement with a vehicle unless you have a proper dropped kerb.
- 41** You must not leave a vehicle on our land in a way which could cause a danger, nuisance or obstruction. You must not park on grass verges.
- 42** You must make sure that any vehicle parked at or near your home (used either by you or people living in your home) is properly taxed, insured and in a roadworthy condition.
- 43** You must remove a vehicle from your garden or from our land if we tell you to. We can remove any vehicle after giving you reasonable notice. In an emergency we do not need to give notice. If you do not remove a vehicle when we ask, we can remove it and charge you the cost.
- 44** You must not repair vehicles for other people at your home, whether for money or not. You can repair your own vehicle as long as you do not cause a nuisance.
- 45** You must not park any lorries, buses, coaches, caravans, trailers, boats or other large vehicles at or near your home (whether on your premises, in parking bays or in shared parking areas) without first getting our written permission. We can take away this permission if your vehicle causes a nuisance to others or you do not get any planning permission you need.
- 46** You must not block access for emergency and refuse vehicles.

Notes

You can only park a vehicle in your garden if we give you permission to build a hard standing, garage, dropped kerb or driveway. This must be built to a standard specification which we will give you.

We will take away your permission to park in your garden if it causes a nuisance.

If we have to remove a vehicle, we will charge you the cost of removing it and storing it.

You will be able to collect your vehicle after you have paid the full costs and after we are satisfied that you will store it in a proper place.

Emergency vehicles include, for example, ambulances, fire engines, doctors' and police cars.

You agree the following conditions with us:

- 47** You must not keep any animal (except fish) in your home or garden without first getting our written permission. We can take away this permission if your pet causes a nuisance.
- 48** If you have a dog, you must keep it under control at all times and make sure it does not damage our property or cause a nuisance to your neighbours.
- 49** You must make sure that any pet you keep at your home, or that is brought to your home by a visitor, does not cause a nuisance, annoyance or danger to anyone.
- 50** You must clean up any mess left by your pet in your home or anywhere near your home, and get rid of the mess safely.

Notes

We will usually give permission for you to have a pet as long as it is suitable for the home you live in. Please talk to us about this before you start a new tenancy with us.

If we have to refuse permission, we will tell you why.

These are some of the reasons why we may refuse permission for a pet:

- you live in a flat. (Dogs are not allowed in flats, except assistance dogs. If you already have a dog we may let you keep it if it is small, but we will not normally let you have a new one in a flat.)
- you have too many pets already for the space you have.
- the pet could be dangerous or a health hazard.
- the pet needs a special home (such as a hutch or cage) and you do not have anywhere suitable to put it.

We have animal wardens who can give advice about caring for your dog. You can phone them on 01206 282584.

We will take away permission for you to keep a pet if your pet causes a nuisance or if you break any of condition numbers 48, 49 or 50.

Please see the section on 'tenancy matters' in the tenants' guide.

You agree the following conditions with us:

- 51** If you have a garden, you must keep it tidy (including any hedges).
- 52** You must not put plants in any area not in your house or garden without first getting our written permission.
- 53** You must not put up a greenhouse, shed, garage, pigeon loft, aviary or other structure or make a pond without first getting our written permission. We can take away this permission if what you build causes a nuisance or you do not get any planning permission you need.
- 54** You must not take out or put in any hedge, fence or tree without first getting our written permission.
- 55** You must not store rubbish, old furniture, fridges, washing machines and so on in your garden.

Notes

If you cannot keep your garden tidy, we may be able to find help for you.

If we give you written permission for a garage or other garden structure, you may also need to ask for planning and building control permission. You are responsible for getting other permission if you need it. If you cause a nuisance, we may take away our permission.

When we can charge for repairs

You agree the following conditions with us:

56 If you do not do the things you have agreed in conditions 20, 21, 22, 24, 29, 30, 31, 32, 33, 34, 36, 37, 39, 41, 43, 44, 45, 46, 50, 51, 52, 53, 54 and 55 we may tell you in writing that you must put things right within a certain time. We will usually give you at least seven days. But, if you have caused a danger, we may tell you to make it safe straight away.

In an emergency we may do the work straight away without giving you notice.

Notes

When we carry out work to keep our property safe and tidy it costs money. To be fair to everyone, if we have to do work because of something you have done or failed to do, we can charge you. We can charge you for:

- the cost of arranging the work
- the cost of doing the work (labour and materials)
- the cost of checking the work
- the cost of charging you for the work.

You can ask to pay by instalments if you cannot afford to pay the whole bill straight away.

You agree the following conditions with us:

57 If we want to give you any legal notice (such as a 'notice of seeking possession', 'notice of proceedings for possession' or a 'notice to quit'), we can post it to (or leave it at) the home you rent from us. We can also send you a letter about your tenancy in the same way.

If we have to prove to a court that we have given a notice to you, you must accept a certificate signed by the council officer who posted the notice as proof that we sent it to you.

58 If you need to give any legal notices to us, or send us any letters or documents about your tenancy, you should write to us at:

Colchester Borough Council

Town Hall, High Street,
Colchester CO1 1FR

Colchester Library and Community Hub

Trinity Square
Colchester
CO1 1JB

Greenstead Local Housing Office

Hawthorn Avenue, Greenstead,
Colchester CO4 3QE

Notes

Your agreement with us is a legal agreement. If we want to change it, we need to tell you in writing before we do so. You can tell us in writing if you do not agree with what we want to do.

We can ask the county court to give us your home back if you:

- owe us rent
- or
- are causing a nuisance, annoyance or danger to your neighbours.

Before we apply to the court we have to give you a written warning (a 'notice of seeking possession' or 'notice of proceedings for possession'). We will give you this notice by posting it to you, or by delivering it to your home.

If you pay the rent you owe, or if you stop causing the nuisance, we will not ask the court for your home back. If you get a 'notice of seeking possession' or a 'notice of proceedings for possession' from us, speak to your community housing officer straight away. The tenants' guide tells you more about rent and nuisance.

If you are a secure tenant and you owe us rent, we can apply to the court for a court order. The court order will say that you have to pay your rent and pay back a certain amount of what you owe each week. If you fall behind with your payments, you could lose your rights as a secure tenant. This means you will no longer have the right:

- to exchange or transfer your home
 - for a member of your family to take on your tenancy
 - to buy your home at a discount
- or
- to have certain work carried out on your home.

If you are a secure tenant and you break any of your conditions of tenancy, we may apply to the court for a 'demotion order'. Demoted tenants have less security and fewer rights than secure tenants. For more information please see our leaflet 'Demoted tenancies'.

You need to tell us if you want to give up your tenancy or want to change it. We will give you a form to fill in. We can also give advice if you want to change your tenancy, but you may want to ask for independent advice from the Citizens Advice Bureau or from Shelter.

The law says that we have to tell you where you should write to us when you want to end your tenancy or give us any other notice. The first address in condition 58 on this page is the official address for notices, but you can call into our offices if you prefer.

You agree the following conditions with us:

- 59** When you decide to end your tenancy you must do the following:
- a You must tell us in writing at least four weeks before you move out of your home. If you do not give us four weeks' notice, we can charge you rent for up to four weeks from the time you tell us you are leaving.
 - b You must leave the property empty. This includes removing all furniture and other contents.
 - c You must return all keys to Rowan House, 33 Sheepen Road, Colchester, CO3 3WG or to the Greenstead Local Housing Office, Hawthorn Avenue, Greenstead, Colchester. If you do not return your keys, we will continue to charge you rent until you return them.
 - d You must leave your home clean and tidy (including the garden, garage and shed if you have them) and clear of all belongings on the day you leave the property.
 - e You must leave our fixtures and fittings in the same condition as they were when your tenancy began (except for normal wear and tear). This does not apply if we gave you permission to change them.
 - f You must pay us the cost of removing anything you leave in your home, garden, shed or garage, including any rubbish. You must also pay us the cost of replacing any council property which you have removed or damaged. This applies whether the damage was deliberate or not, or whether it was done by you or anyone living with you or visiting you.
 - g You must give us an address where we can contact you in the future if we need to.
 - h You must pay us for storing any belongings you leave behind at the end of your tenancy. We may store them in our rented garages and we will charge you the normal garage rent for each garage we have to use.

Notes

If you leave your home without telling us, we may end your tenancy. Please tell us if you are going to leave your home empty for more than two weeks.

We may want to visit you after you have given notice to end your tenancy to inspect your home and to discuss any final arrangements with you.

If we have to end your tenancy because you left your home without telling us, we will charge you for any unpaid rent and for the cost of any repairs needed if we have to break into the property.

You must not leave anyone else in the property after you leave. You cannot give your tenancy to someone else. If you do leave anyone in the property, we will treat them as 'illegal occupants' and we will ask the court to evict them. We will charge you our legal costs for doing this.

If you still owe us rent or other charges when your tenancy ends, you must arrange with your community housing officer to pay the debt.

If you are a 'joint tenant' and either one of you ends the tenancy, the whole tenancy ends for both of you. We will decide whether to give a new tenancy to the person who stays. We may offer them another home. You do not have the automatic right to continue living in a home after the other joint tenant has moved out. (You are a joint tenant if someone else as well as you is named on the tenancy agreement.)

The section on 'tenancy matters' in the tenants' guide tells you more about leaving your home.