



CAMBRIDGE CITY COUNCIL TENANCY AGREEMENT

IMPORTANT

This agreement contains the terms and obligations of your tenancy.

You should read it carefully.

If you do not understand this agreement or anything in it, we strongly suggest that you ask for it to be explained to you before you sign it.

You can speak to your Housing Officer, a solicitor, the Citizens Advice Bureau or the Cambridge Law Centre for advice.

Grey boxes contain Information only, for further information contact your Housing Officer

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Section 1

About Your Tenancy

1. Introduction

1.1 This is a very important document. Please read it carefully. It is the legal contract between you and Cambridge City Council. It sets out the rights and responsibilities you have as a tenant and the responsibilities we have as your landlord.

1.2 You should get advice if there is anything in this document that you do not understand. A Housing Officer, Citizen's Advice Bureau or a solicitor should be able to help you.

1.3 This tenancy agreement is used for:

- Introductory tenancies;
- Fixed term tenancies¹
- Secure tenancies;
- Demoted tenancies; and
- Sheltered Housing (Older Peoples Housing).

2. Introductory Tenancies

2.1 Unless you are transferring from a secure tenancy, or an assured tenancy with a registered social landlord (but not an assured shorthold tenancy), you will start as an 'introductory tenant' ([see section 3 paragraph 6](#)).

3. Fixed term tenancies

A fixed term tenancy can be offered by the Council, and is a tenancy offered for a certain period of time. At the end of the tenancy there will be a review and the tenancy may either be ended or a new fixed term tenancy, or another type of tenancy granted.

4. Secure tenancies

4.1 A secure tenancy means that you can keep your home for as long as you want, unless there is a legal reason for us to repossess your home. These legal reasons are called 'Grounds for Possession' and are found in the Housing Act 1985. For us either to gain possession of your home or to make you move to another property, a County Court must agree with our request.

¹ Enacted by section 154 of the Localism Act 2011

5. Demoted tenancies

5.1 The Council can apply to the County Court for a Demotion Order² under the Housing Act 1985 as amended by the Anti-social Behaviour Act 2003. A Demotion Order will be granted if the court is satisfied that the person who is the secure tenant, or any person who lives in or visits the home, takes part in anti-social behaviour, or threatens to do so or has used your home for an unlawful purpose. A demoted tenancy is not a secure tenancy.

6. Sheltered Housing

6.1 Sheltered accommodation provides a supported environment in which older people can live safely. All schemes are linked to an emergency alarm system and have access to the services of the Independent Living Service. To meet the criteria for this type of accommodation, you must be 60 or over or have a disability³, have a need for and be willing to accept the services of the Independent Living Service. There is a separate charge for this support ([see section 3 paragraph 4.4 below](#)) and you may be eligible to receive help with this payment.

Where there is a difference in your rights and responsibilities in this tenancy agreement it will be clearly marked.

² Enacted by Section 143A of the Housing Act 1996, as amended by the Antisocial Behaviour Act 2003

³ Disability as defined under the Equality Act 2010

Section 2

Tenancy Agreement for a Council Property

The address of the property covered by this agreement is:

.....Cambridge.....

The garden associated with this property is: (give details where applicable)

.....

This is an introductory tenancy: (Please tick the appropriate box)

If there are no breaches of this agreement, the introductory tenancy will become a secure tenancy on (date)

This is a fixed term tenancy:

If there are no breaches of this agreement, the fixed term tenancy is due to end on (date)

This is a secure tenancy:

This tenancy agreement is between: Cambridge City Council (Landlord) and

Name	Date of birth	National Insurance Number

Who will live in your home?

Please check the details below of all the people who will normally live in your home.

Name	Relationship to you	Date of Birth	National Insurance Number

The maximum number of people allowed to live in your home is ()

Change in circumstances or details

Please tell us about any change in your circumstances or in the details of your household. You can discuss any change in your circumstances with your Housing Officer.

Section 3

How much will Your Home Cost?

1. Payments for your home

1.1 The weekly payments for your home at the start of your tenancy (including any charge for services provided under this tenancy agreement)

Charge	Amount £	Weekly
Rent	£	Per week
Service Charge (Detailed below)	£	Per week
Any additional costs Detail:	£	Per week
Rent arrears of £	£	Per week
Payable at As detailed in the supplementary term attached to this agreement	£	Per week
Total	£	Per week

2. Service Charge (If applicable)

2.1 The service charge above is the total amount that we will charge you for the following services:

Service Charge	Amount £	Weekly
Heating (Sheltered Housing)	£	Per week
Water (Sheltered Housing)	£	Per week
Support (Sheltered Housing)	£	Per week
Alarm System (Sheltered Housing)	£	Per week
Landlords Emergency Contact (Sheltered Housing)	£	Per week
Premises (Sheltered Housing)	£	Per week
Communal Heating and Lighting (Sheltered Housing)	£	Per week
Individual Heating and Lighting	£	Per week
Electrical Mechanical Maintenance	£	Per week
Grounds	£	Per week

Maintenance		
Cleaning and Caretaking	£	Per week
Gas Maintenance	£	Per week
Estate Services	£	Per week
Digital TV Aerial	£	Per week
Communal Electricity	£	Per week
Door Entry	£	Per week
Lift	£	Per week
Third Party Management/Service	£	Per week
Dropped Kerb	£	Per week
Garage in Curtilage or Allocated Parking Space	£	Per week
Other (please specify)	£	Per week
Total	£	Per week

Details about service charges are found in the section 3 paragraphs 4.4/5 of this agreement.

3. Universal Credit⁴ (Housing Payment) and Housing benefit

You may be entitled to help with your rent; you should contact the Customer Service Centre at: Mandela House, 4 Regent Street, Cambridge, CB2 1BY, phone: 01223 457070 or contact us using the on-line form at www.cambridge.gov.uk

If you think that you may be entitled to a Housing Payment, it is your responsibility to claim Universal Credit. If you are applying for Sheltered Housing, then you may be entitled to Housing Benefit. You must ensure that you provide all the information requested to process your claim.

4. Paying for your home

4.1 The rent and any other charges shown in this agreement are payable in advance and are due on Monday each week. **You must** pay your rent and other charges when they become due, without any deduction or set-off.

In calculating your rent, we work out your weekly rent (which is calculated in line with government guidelines). This is then charged to your rent account every Monday over 52 or 53 weeks depending upon the number of Mondays in the year.

4.2 If you are joint tenants, you are all responsible, individually and together, for keeping to all the conditions of this agreement. You must all make sure that your rent and other charges are paid.

4.3 We may increase or decrease the rent from time to time, usually in April. You will be told in writing at least four weeks before any change.

4.4 Some tenants pay extra charges with their rent for services provided with the tenancy. You will be told about this if you are one of these tenants. If you do have to pay additional charges, a breakdown of these is shown in section 3 paragraph 2.1 of this agreement. We may increase or decrease these charges at any time. We may also add to, reduce or withdraw any services. You will be told in writing at least four weeks before any change.

⁴ Enacted by Universal Credit Regulations 2013 and Part 1 of the Welfare Reform Act 2012

If you think that you may be entitled to a Housing Payment it is your responsibility to claim Universal Credit. If you are applying for sheltered housing, it is your responsibility to claim housing benefit. You must ensure that you provide all the information requested to process your claim. You can get help applying for Universal Credit from the Customer Service Centre: Mandela House, Regent Street, Cambridge, CB2 1BY. Or by emailing benefits@cambridge.gov.uk or phoning 01223 457762.

4.6. If you do not pay your rent and other charges for your home or persistently pay late, we can go to court to get permission to evict you from your home. We can also seek a County Court Judgment for the money and enforce it through the Court.

If you have any difficulty paying your rent or other charges contact the Income Management Team at City Homes on 01223 457070 immediately.

In some circumstances we may include in your tenancy agreement an obligation to pay arrears of rent from a previous Council tenancy. If we do this details will be added to your tenancy agreement.

5. How to pay for your home

Your rent and all service charges are payable weekly in advance on Monday of each week. You can pay in the following ways:

- By Direct Debit
- Online at www.cambridge.gov.uk
- By phone using the 24 hour credit card line 01223 457779;
- At the post office or a pay point, using a rent payment card;
- By MOTO online payments over the phone 01223 457779;
- At one of the Council cash offices;
- Direct from your salary; or
- By post to: City Homes, 171 Arbury Road, Cambridge, CB4 2YG

6. Introductory Tenancies

6.1 If you are an introductory tenant the section on the front of your tenancy agreement will be completed to show when the introductory tenancy will end if there are no breaches of this agreement. You have fewer legal rights than a secure tenant.

6.2 Your introductory tenancy is a **trial period that lasts 12 months**. You must show us that you are responsible enough to keep your home. To do this you must comply with the terms of your tenancy agreement.

6.3 Your introductory tenancy will automatically become a secure tenancy after 1 year unless you breach any of the terms of your tenancy agreement during that period. If you do breach the terms of your tenancy Agreement we may serve you with a notice to extend the trial period by 6 months or, if the breach is serious, to end the tenancy altogether. You will have the right to request a review of our decision.

6.4 As an introductory tenant you can be evicted much faster than a secure tenant if you have breached the terms of your tenancy agreement.

7. Fixed term tenancies

7.1 The government introduced fixed term tenancies through the passing of the Localism Act 2011. A fixed term tenancy for the duration of 2 to 5 years is granted upon the tenants successful completion of an introductory tenancy. At least eight months prior to the end of the fixed term tenancy, and dependent upon no breaches of the agreement by the tenant, you will be notified as to whether:

- A further fixed term tenancy has been granted
- A secure tenancy has been granted

If a further fixed term tenancy or secure tenancy has not been granted, the Council will serve you with a notice to leave at least 6 months before the fixed term is due to end.

Section 4

Living in Your Home ~ Your Rights

1. Right to live in your home

1.1 You have the right to live in your home without us interfering, as long as you use it as your only or principal home and do not break any of the terms of your tenancy agreement, and as long as we don't have any grounds for possession.

2. Right to information

2.1 You have a right to information from us about your tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

3. Improvements and alterations (secure tenants only)

3.1 You have the right to carry out improvements and alterations to your home **provided that we have first given you written permission to do the work**. We will not unreasonably withhold permission.

To get written permission you should complete an application form, available from the Customer Service Centre or online at www.cambridge.gov.uk/making-alterations-to-your-council-house detailing what you want to do, send this form to Repairs and Maintenance, Cambridge City Council, PO Box 700, Cambridge, CB1 0JH. We will consider your application and write to you with the outcome of your application.

Please contact your Housing Office for more information on improvements and alterations. You may need other approvals, for example Planning Permission and Building Regulations approval. You must check whether other approvals are needed before you start any work.

3.2 When we say 'improvements and alterations', we would definitely include:

- Attaching TV aerials/satellite dishes to your home
- artexing walls and ceilings;
- tiling floors or walls;
- laying laminate/wooden flooring;

- installing fitted kitchen units;
- fitting a bathroom suite or electric shower;
- replacing inside and outside doors;
- removing inside walls or building partitions;
- building fireplaces or fire surrounds, including replacing or installing gas or electric fires;
- fitting wood panelling or cladding;
- fitting built-in wardrobes or cupboards;
- putting up wall lights and ceiling lights, and changing electrical wiring;
- altering the central heating system, for example, pipe work and radiators;
- building sheds, garages, greenhouses, outhouses, fences and decking;
- fitting closed-circuit television systems (CCTV);
- fitting a security alarm; and

This is not a complete list. When you apply to carry out an improvement or alteration, we may need to access to your home so that we can decide whether you can go ahead.

3.3 If you carry out alterations or improvements to your home **without our written permission**, we may ask you to restore your home to its original condition. If you do not restore your home to its original condition then we can do this work and charge you the reasonable costs.

4. Compensation for improvements

4.1 You have the right to claim compensation for certain improvements, which you have made to your home after a certain date. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

Other rights you may have

5. Right to take in lodgers and sublet part of your home (secure tenants only)

5.1 **Lodgers (secure tenants only).** If you are a **secure tenant**, you can take in lodgers. You must not overcrowd your home by exceeding the maximum number referred into in section 2.

5.2 Lodgers – Sheltered Housing If you live in sheltered housing, you must not overcrowd your home and you must notify the Independent Living Service within 7 days of any lodger moving into your home.

Any person living with you, as a lodger must not:

- use or make any demands upon the Independent Living Service; or
- use any communal service provided within the scheme.

You should note that if you take in lodgers and they pay you, this might affect your claim if you are in receipt of Universal Credit (Housing Payment), or Housing Benefit if a sheltered housing tenant. You must tell the Benefits section of the Council about any changes in your circumstances.

5.3 Subletting (secure tenants only)

If you are a **secure tenant** you have the right to sublet part of your home, provided that this does not cause your home to become overcrowded by exceeding the maximum number referred into in section 2, but you must get our written permission first. We will not unreasonably withhold permission.

You must not sublet the whole of your home as this invalidates your secure tenancy. If you do, we will serve a notice to quit and then repossess your home.

6. Assignment of Tenancy

6.1 If you are a **secure tenant** you can pass on (assign) your tenancy to another person in the following circumstances:

- By mutual exchange (see paragraph 7 below);
- Under certain court orders made in family law or civil partnership law; or
- To a person who would be qualified to succeed you if you died immediately before the assignment, provided that you have asked our permission first. We will not unreasonably withhold permission.
- Please note, where the tenant lives in sheltered housing and wishes to assign a tenancy to another person, the other person must fulfill the sheltered housing criteria (see [section 8 'Meaning of Words'](#))

6.2 If you are an **introductory tenant**, you can pass on (assign) your tenancy to another person in the following circumstances:

- Under certain court orders made in family law or civil partnership law; or
- To a person who would be qualified to succeed you if you died immediately

before the assignment, provided that you have asked our permission first. We will not unreasonably withhold permission.

6.3 If you are a **demoted tenant** you can pass on (assign) your tenancy only where a court has made an order under certain provisions of family law or civil partnership law, which require you to assign the tenancy.

7. Mutual Exchange (secure tenants only)

7.1 If you are a **secure tenant** you have the right to exchange your home by assigning it to another tenant of a local authority or a registered social landlord such as a housing association. This is known as “mutual exchange”.

7.2 In order to exchange your home with another tenant you must make sure that:

- You get written permission from us before you exchange;
- The other tenant gets written permission from their landlord; and
- Any reasonable conditions attached to the exchange are met, for example:
- Payment of unpaid rent; or
- Any breaches of tenancy are put right.

7.3 We, or the landlord of the person you want to exchange with, can refuse consent if:

- You or the person with whom you want to exchange is subject to an order of the court for the possession of the home of which you or they are the secure tenant.
- Either of the homes is too large or small for the households who are involved in the exchange;
- The home has been built or adapted for people with disabilities or is part of a group of special needs accommodation and the exchange would result in the home being occupied by someone without those needs; and
- Any of the other grounds for refusal set out in Schedule 3 to the Housing Act 1985 apply.
- The other person to whom the tenancy is due to be assigned does not fulfill the sheltered housing criteria (see [section 8, 'Meaning of Words'](#))

8. Succession – death of the tenant

8.1 If you are secure tenants with a joint tenancy, then if one tenant dies the surviving tenant(s) will automatically take on the tenancy.

8.2 If you are a secure tenant and are a sole tenant who has not succeeded to the tenancy, then your tenancy can be passed on to your spouse or civil partner provided that they are living with you when you die. If you have no spouse or civil partner, then under the Housing Act 1985 (section 113) certain members of your family may succeed to the tenancy provided that they have been living with you for at least 12 months at the date of your death⁵. Only one succession per tenancy is allowed. Therefore if a tenant is already a successor, the tenancy cannot be passed on again.

8.3 If you are introductory tenants with a joint tenancy then if one tenant dies the surviving tenant(s) will automatically take on the tenancy.

8.4 If you are an introductory tenant with a sole tenancy who has not succeeded to the tenancy then your tenancy can be passed on to your spouse or civil partner provided that they are living with you when you die. If you have no spouse or civil partner, then certain members of your family may succeed to the tenancy provided that they have been living with you for at least 12 months at the date of your death.

8.5 The tenancy will become secure at the end of the introductory period (or any extension of the introductory period) provided that no steps have been taken to end the tenancy.

8.6 If you are demoted tenants with a joint tenancy, then if one tenant dies the surviving tenant(s) will automatically take on the tenancy.

8.7 If you are a demoted tenant with a sole tenancy who has not succeeded to the tenancy then the tenancy can be passed to your spouse or civil partner, provided that they have been living with you for at least 12 months at the date of your death. If you do not have a spouse or civil partner, then certain members of your family may succeed to the tenancy provided that they have been living with you for at least 12 months at the date of your death.

⁵ Enacted by section 160 of the Localism Act 2011

8.8 The tenancy will become a secure tenancy at the end of the demotion period provided that no steps have been taken to end the tenancy.

Where there is no spouse or civil partner and more than one family member wishes to succeed to a tenancy (see paragraph 8.2), the family members will be encouraged to decide amongst themselves. We will encourage the use of mediation to assist families in reaching a decision. Where the family members cannot agree, Cambridge City Council will exercise its discretion and decide who is to succeed to the tenancy.

8.9 We can ask the successor to move to another home if the home is larger than is reasonably needed by the successor, and their family.

9. Right to Buy (secure tenants only)

9.1 If you are a **secure tenant** you may have the right to buy your home (subject to certain statutory exceptions) under part V (5) of the Housing Act 1985. There is a qualifying period. Further information on right to buy is available on request. Certain properties, such as sheltered housing, are excluded from the right to buy.

9.2 **You do not have this right** if you have an introductory tenancy but you can count the introductory tenancy time before your tenancy becomes secure towards the qualifying period.

9.3 **You do not have this right** if you have a demoted tenancy and cannot count any time during which the tenancy is demoted towards the qualifying period.

9.4 **Even if you are a secure tenant we can ask for a court order suspending your right to buy your home if you or a person living in or visiting your home has behaved, or has threatened to behave, in an anti-social way or has used or threatened to use your home for an unlawful purpose.**

Section 5

Living in Your Home ~ Our Responsibilities

1. Repairs and maintenance to your Home

1.1 We will look after the structure and exterior of your home and any parts, such as walls, which are shared with neighbours.

We will **NOT** repair alterations or extra items that you have fitted.

2. We will be responsible for repairs to the following:

- drains, gutters and outdoor pipe work;
- roofing;
- outside walls and chimneys;
- outside doors and windows;
- outside paintwork;
- steps and paths to the front door and around your home to the back door;
- boundary walls and fences;
- outside sheds and stores which we provided;
- inside walls, ceilings, (but excluding plaster) floors, skirting boards, door frames and kitchen units;
- heating and hot water units;
- electric, gas and water services and fittings, including basins, sinks, baths, toilets, pipe work and wiring;
- shared services such as lifts, rotary dryers, play areas, lighting and shared laundry equipment;
- servicing of the 24 hour telephone response service, (the pull cord alarm in sheltered housing);
- breakages to window glass unless caused by a breach of paragraph 11.1 of section 6 of your tenancy agreement.

3. Gas safety inspections and servicing

3.1 We have a legal obligation to inspect and service certain installations in your home for the supply of gas (including flues) at intervals of no more than 12 calendar months to comply with our duties as a landlord and the Gas Safety (Installation and Use) Regulations 1998. We will give you written notice when we need access to your home for these purposes.

Section 6

Living in Your Home ~ Your Responsibilities

1. Moving In

1.1 You must move into your home **within 14 days of signing your tenancy agreement** or within any longer period that we agree in writing. You must pay your rent and other charges from the date that your tenancy starts even if you move in later.

2. Paying your rent

2.1 **You must pay the rent and other charges weekly in advance. Your rent is due on Monday of each week.**

2.2 If you are joint tenants, you are all responsible for the rent and all the other charges, and for any rent arrears.

2.3 If you do not pay the rent and other charges on time, or do not keep to an agreement to pay, we will take legal action against you, which could result in you losing your home.

3. Using the property as your home

3.1 You must use your home as your only or principal home and to do that you must:

- live in your home; and
- use your home as your only or principal home.

3.2 You must tell us if you intend to be away from your home for a period longer than 28 days. You must tell us in writing before you go and provide a forwarding address and telephone number and/or contact details of someone we may contact in an emergency. This is important because if you fail to inform us and your home is empty we may decide that you have stopped using it as your only or principal home and serve a notice to quit.

You must continue to pay your rent whilst you are away from your home.

4. Running a business from your home

4.1 You must not run a business from your home unless you have our written permission to do so and you have complied with any conditions of that written permission. We will not unreasonably withhold permission.

5. Smoking

5.1 "Smoking" refers to smoking tobacco or anything that contains tobacco, or smoking any other substance.

5.2 You must make sure that your home is smoke-free when employees of Cambridge City Council, or our agents or contractors attend your home by appointment. This is to ensure the health and safety of our staff and others that we ask to visit your home.

5.3 You or anyone living in or visiting your home (including children) must not smoke in stairwells on landings or other enclosed communal areas such as corridors, and entrances.

5.4 Sheltered housing only

You or anyone living in or visiting your home must not smoke in any communal areas, including gardens except in the designated smoking areas.

6. Nuisance and anti-social or illegal behaviour

6.1 In line with our anti-social behaviour policy and procedure, we will take legal action against you, as the tenant, if you, anyone living with you or any visitors to your home (including children) take part in anti-social behaviour, either at your home or within the locality of your home.

If you are evicted from your home due to anti-social behaviour, we are extremely unlikely to offer you accommodation in the future unless there have been major changes in your circumstances. We will also tell other landlords that we have evicted you for anti-social behaviour if they ask us.

7. Nuisance

7.1 You are responsible for the behaviour of every person (including children) living with you permanently or temporarily and of people who visit your home with your permission.

7.2 You are responsible for their behaviour while they are at your home, in the locality of your home, and in any shared areas (for example, stairs, lifts, landings, entrance halls, gardens, bin stores and parking areas).

7.3 You must ensure that you, or anyone living in or visiting your home (including children) do not cause or behave in such a way as to be likely to cause nuisance annoyance or disturbance to anyone in the locality.

7.4 Examples of what may cause nuisance, annoyance or disturbance to your neighbours include:

- Playing a radio, television or music loudly (so that it can be heard outside your home);
- Playing loud music in gardens or in a vehicle;
- Slamming doors;
- Banging on walls or ceilings;
- Dog barking and fouling;
- Offensive behaviour;
- Shouting, screaming and swearing;
- making indecent or offensive gestures;
- Drunkenness;
- Prostitution;
- Graffiti;
- Selling drugs or drug abuse;
- Dumping rubbish;
- Playing ball games close to someone else's home;
- Inconsiderate use of DIY or household electrical equipment.

This list is to provide some examples; it is not a complete list.

8. Racial and other harassment

8.1 You or anyone living in or visiting your home (including children) must not discriminate against, intimidate or harass any other person or group or commit any criminal offence towards any person (or their home) in the locality because of their colour, race, ethnic or national origin, gender, sexual orientation, age, physical or mental disability, religious belief or culture.

8.2 Examples include:

- violence or threats of violence towards anybody;
- using racist behaviour or language;
- using or threatening to use violence;
- using abusive or insulting words or behaviour;
- damaging or threatening to damage another person's home or belongings;
- writing threatening, abusive or insulting graffiti.
- doing anything that interferes with other people being able to live peacefully in their home or in the locality.

This list is to provide some examples; it is not a complete list.

8.3 You or anyone living in or visiting your home (including children) must not display any sign, notice or advert at your home or in the locality that:

- is obscene, indecent or pornographic;
- could cause or encourage the hatred of others because of their colour, race, nationality, ethnic or national origins, religion or sexual orientation; or
- could reasonably cause offence to a neighbour or any person passing your home.

9. Violence and Threats

9.1 You, anyone living with you or any visitors to your home (including children) must not make threats or be violent to anyone else in the locality

9.2 You, anyone living with you or any visitors to your home (including children) must not make threats or be violent towards any Cambridge City Council employee, any contractor or anyone working on our behalf, any consultant or City Councillor, this includes when you telephone or visit any Council Offices, if you are visited at your home, or in any other situation.

10. Domestic Abuse⁶

10.1 You must not threaten or be abusive towards anyone who is or has been your intimate partner or family member or a member of the same household, whether they are living with you or in the locality and you must not be abusive to anyone who lives with you in order to make them leave your home.

⁶ Secure Tenancies (Victims of Domestic Abuse) Act 2018

Domestic abuse is any incident or pattern of incidents of controlling, coercive or threatening behavior, violence of abuse between those aged 16 or over who are or have been intimate partners or family members regardless of gender or sexuality. This can encompass but is not limited to the following types of abuse:

- psychological
- physical
- sexual
- financial
- emotional

Controlling behaviour is: a range of acts designed to make a person subordinate and/or dependent by isolating them from sources of support, exploiting their resources and capacities for personal gain, depriving them of the means needed for independence, resistance and escape and regulating their everyday behaviour.

Coercive behaviour is: an act or a pattern of acts of assault, threats, humiliation and intimidation or other abuse that is used to harm, punish, or frighten their victim.

If someone responsible for domestic violence continues to live in one of our properties (and the victim has been forced to leave their home as a result of the violence), where appropriate, we will use our legal powers to repossess the home.

11. Unlawful use of your home

11.1 You or anyone living in or visiting your home (including children) must not use your home or the locality for any activity that is unlawful, including but not limited to the following:

- possessing, using, storing, keeping or producing illegal drugs*;
- supplying or offering to supply illegal drugs to another person;
- possessing illegal drugs with the intention of supplying them to another person;

- cultivating any Cannabis plants;
- storing stolen goods or contraband;
- storing any illegal guns or other weapons;
- using or carrying offensive weapons;
- sexual offences;
- taking electricity from the mains illegally.

This list is to provide some examples; it is not a complete list.

11.2 We will always consider applying for possession of your home (which will end your tenancy), if there is a breach of any part of this condition, and in particular if you or a person residing in or visiting your home:

- is convicted of using your home or allowing it to be used for supplying or offering to supply drugs; or
- is convicted of any other offence that involves your home being used for illegal or immoral purposes, including for the storage or keeping of illegal guns or other weapons, drugs or prostitution.

11.3 We will cooperate fully with the police in any and all circumstances of immoral or illegal use of your home.

11.4 *‘‘Drugs’’ means any ‘‘controlled drug’’ within the meaning of the Misuse of Drugs Act 1971, and regulations made under it, and any Act(s) replacing it. It does not include any controlled drug, such as Methadone, which is in the possession and control of the holder of a lawful prescription for it.

12. Damage

12.1 You, anyone living with you or visiting your home (including children) must not deliberately or negligently damage any Council property (this includes putting graffiti on any of our property). You must not allow animals living in or visiting your home to damage any Council property. This includes damage caused to your home by animal waste. We will charge you the reasonable cost of work we do to put right any damage.

13. Security and safety equipment

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

interfere with any security or safety equipment in communal blocks. This includes things like jamming or propping doors open and letting strangers in without identification.

13.2 Sheltered housing only

The door locks in sheltered housing schemes are on a suite of keys to enable access in case of emergency. You must not change the locks on the doors of your home.

14. Pets (mammals, birds, reptiles, fish, insects, arachnids or amphibians)

14.1 You, anyone living with you or any visitors to your home (including children) can keep pets, as long as they do not cause damage to your home or nuisance or annoyance to anyone who lives near to you.

14.2 CCC allows the following pets.

- domestic dogs; (Sheltered housing tenants please see section 15.1)
- domestic cats; (Sheltered housing tenants please see section 15.1)
- small birds;
- fish;
- non-poisonous insects;
- non-poisonous spiders;
- non-poisonous snakes kept in tanks;
- lizards kept in tanks;
- rabbits;
- ferrets
- hamsters;
- guinea pigs;
- mice;
- gerbils;
- domestic rats;
- caged birds.

14.3 You must not keep a pet other than the ones we have listed above unless you have our written permission and comply with any conditions of that written permission.

14.4 You must keep all pets other than dogs and cats in appropriate enclosures, which are adequate for their needs and from which they cannot escape.

14.5 You must make sure that your pets do not annoy, frighten or disturb other people, including employees of Cambridge City Council, their agents, contractors, or City Councillors.

14.6 You must always keep your dog on a lead in the communal areas of your home.

14.7 You must not allow pet dogs to roam the neighbourhood or to foul footpaths in the neighbourhood or public open spaces.

14.8 You must not commit an offence under the Dangerous Dogs Act 1991.

14.9 You must not allow your pet to harm or attack anyone living in or visiting your home or the neighbourhood including Cambridge City Council employees, agents, contractors or City Councillors.

14.10 You must make proper arrangements to dispose of animal waste, including cleaning up any animal urine inside your home, and not allow waste to gather at your home (this includes any balcony) or in gardens, patios or communal areas. If your dog does foul you must dispose of the faeces (mess) by using the dog bins provided for that purpose or by some other hygienic method.

15. Pets in sheltered schemes

15.1 Tenants in sheltered schemes must not keep a dog or a cat without our written permission. However, you do not need our permission to keep an assistance dog, for either yourself or a member of your household. Where our written permission is needed then we will consider each case individually. We may attach conditions to any permission that we give. We will only attach conditions that are reasonable.

16. Wild animals or birds

16.1 You must not keep any animal that has been classified as dangerous under the Dangerous Wild Animals Act 1976.

16.2 You must not do anything to encourage wild (feral) pigeons, rats, mice or grey squirrels on to your home, including the garden or communal areas, or other Council land

in the locality.

16.3 You must keep your balcony (if you have one) free from pigeon (or other bird) droppings and not allow the droppings to build up in your garden.

When cleaning pigeon droppings do not sweep them up as this releases spores – collect the droppings in a bag and then bleach the area.

17. Livestock

17.1 You must not keep livestock (pigs, cows, horses or other farm animals) at your home.

18. Breeding of animals

18.1 You must not breed any pets/animals for commercial purposes (including: mammals, birds, reptiles, fish, insects, arachnids or amphibians) at your home unless you have first obtained our written permission.

19. Removal of animals

19.1 We can write to you and ask you to remove pet/s or animals from your home in the following circumstances:

- if you need our written permission to keep the animal and either do not ask for permission or we have refused permission; or
- where you have consistently failed or refused to comply with tenancy conditions 14 to 18 above.

19.2 If you do not remove the animal, we can take court action to require you to remove it and we may take action to repossess your home. We will charge you a reasonable cost for doing this.

If we decide that you must remove an animal from your premises, because either you failed to get our permission to keep the animal or it is unsuitable or is causing a nuisance, you can appeal the decision through our complaints procedure.

Inspections Maintenance and Repairs

20. Allowing us to enter your home

20.1 You must allow our staff, our agents including contractors or anyone else working on our behalf, and companies who provide utilities including electricity, gas and water, access to your home to carry out any inspections, maintenance, improvements or repairs that we consider necessary, or for any other reasonable purpose. You will usually be given a minimum of 24 hours notice in writing unless there is an emergency and this is not possible.

If you are a tenant of sheltered housing this includes allowing us access into your home to check the 24-hour emergency alarm system. Anyone that we send to your home will carry official identification. You should always ask to see identification before letting anyone you do not know into your home. If you are in any doubt, contact Customer Service Centre on 01223 457070 during office hours or on the emergency number 0300 303 8389 at other times.

21. Emergencies

21.1 In emergencies, we may need to get into your home immediately. If you do not let us in, you could be placing both yourself and neighbours at risk. If we are unable to gain access to your home we reserve the right to force access, solely to enable us to deal with the emergency. In such cases we will immediately re-secure your home.

22. Gas safety inspections and servicing

22.1 We have a legal obligation to inspect and service certain installations in your home for the supply of gas (including flues) at intervals of no more than 12 calendar months to comply with our duties as a landlord and the Gas Safety (Installation and Use) Regulations 1998⁷. We will give you written notice when we need access to your home for these purposes. However, in cases where we are unable to gain access, despite written requests in accordance with our Annual Gas Safety Inspection and Service Procedures, we reserve the right to force access to your home, solely to enable us to perform our legal obligation. In such cases we will immediately re-secure your home and rectify damage caused. We will always consider charging you for the additional reasonable costs incurred.

⁷ Enacted by the Gas Safety (Installation and Use) Regulations 1998 (Replacement of Corgi)

Carbon Monoxide in your Home

If you have a faulty gas appliance or one that is installed incorrectly, or if your air vent, flue or chimney becomes blocked, carbon monoxide can escape, unnoticed, into your home. All modern gas appliances need air to burn properly and a flue or chimney to get rid of waste products. If an appliance can't breathe, it won't work properly and the fumes will build up inside your home. Never install gas appliances by yourself. It is unsafe and illegal for you to do so. Always arrange for Gas Safe registered engineer to service and install your appliances. The council will make sure all your gas appliances are checked regularly to ensure they are working safely and efficiently. Gas appliances such as fires, cookers, tumble driers, water heaters and central heating boilers need to have a safety check carried out once a year.

23. Reporting repairs

23.1 You must report faults and any repairs that are needed as soon as possible. This includes any problems with other tenants' homes that are causing damage to your home.

24. As the tenant, you will be responsible for repairs to the following:

- replacing fuses, plugs and light bulbs;
- decorating the inside of your home;
- sweeping your chimney (if you use solid fuel);
- repairing any item that you have fitted yourself or was fitted by a past tenant (we will tell you what fittings you are responsible for when you move in);
- shelves - unless they are part of the structure;
- cleaning waste - water gullies outside your kitchen ;
- repairing tiles around fire surrounds;
- renewing door handles, hinges and latches on inside doors;
- repairing your own washing lines, posts and rotary dryers (if you live in a house) ;
- replacing gate fittings (if you live in a house) ;
- repairs to back garden paths;
- renewing curtain rails (but not if they were provided as part of the original building or if you live in a sheltered housing scheme) ;
- replacing a broken toilet seat;
- renewing plugs and chains on sinks and baths;
- replacing tap washers; and

- repairing internal plaster.

25. Maintenance

25.1 You must take reasonable steps to prevent waste pipes (for example, to a sink, basin or toilet) or outside drains becoming blocked and to remove any blockages that do build up.

25.2 You must take reasonable steps to prevent water pipes freezing in cold weather, these may include:

- lagging pipes and tanks
- providing enough heating; and
- turning off the water and draining the hot water tank or cylinder and heating system if you are going away during the winter.

For information on what to do if your pipes do freeze please refer to the tenant sign-up pack that you were given when you started your tenancy.

25.3 You must keep your home adequately ventilated (and not allow condensation to build up).

26. Storing inflammable materials

26.1 You must not keep any dangerous, inflammable or explosive liquids in your home, garage or communal areas. However you may, keep a small amount of petrol (up to 2 litres), which must be stored in a proper container and secured in a safeplace, for use in lawn mowers or similar garden tools.

27. Garden and balconies

27.1 You must keep all paths and garden areas within your home neat and tidy, lawns must be cut, hedges trimmed and trees pruned.

27.2 If the garden is overgrown and you do not have a good reason for not doing the work yourself, we may do the work and charge you a reasonable cost for doing it.

27.3 You must not plant or cultivate any trees, hedges or bushes that may cause damage, nuisance or obstruction. You will be responsible for removing them if they do. If we ask you in writing to remove them and you do not then we may do so and charge you a reasonable cost. You can get advice from your housing officer upon request.

27.4 You must not cut down or remove any tree or hedge at your home without first getting our written permission, unless you have planted them yourself.

27.5 If you have a balcony or patio you must keep it clean and tidy at all times.

28. Rubbish and other refuse

28.1 You must remove, rubbish or unwanted items from your home (including the garden) by using the collection service provided by the Council or by taking them to a Household Waste Recycling Centre.

28.2 You must not leave any rubbish or unwanted items in public or shared areas of your home except in the appropriate bins or bags on collection days.

29. Lost keys

29.1 If you lose all the keys to your home, you are responsible for replacing them and changing the locks. **(Excluding sheltered housing tenancies).**

If you have a door entry system to your home, you should contact your local housing office, there will be a charge for replacing your door entry fobs.

29.2 Tenants of **sheltered housing schemes** must not change door locks and should contact the Independent Living Service or activate their emergency alarm in the case of lost keys.

The door locks in **sheltered housing schemes** are on a suite of keys to enable access in case of emergency.

30. Parking and Vehicles

30.1 You, or anyone living with you or visiting you, **must not** do any of the following:

- park any vehicle anywhere at your home except on an approved hard standing with a dropped kerb (please contact us for more details if you want to build a hard standing);
- park any motor home, caravan, boat, trailer or low loader or similar vehicle at your home unless you have our written permission. We will not unreasonably withhold permission;
- park any vehicle over 3.5 tonnes in weight at your home or on any land owned by us;
- park any vehicle on grassed areas, including grass verges;
- do major repairs to any car, motorcycle or other motor vehicle on your property or on any Council land including authorised parking spaces on a regular basis;
- frequently do repairs to any car, motorcycle or other motor vehicle on your property or on any Council land including authorised parking spaces in exchange for payment;;
- park any vehicle, which is illegal or not roadworthy on any land belonging to us.
- We will serve you with a notice asking you to remove it within seven days of the notice being given to you. If you do not remove it, we may remove the vehicle and charge you (this includes vehicles that are untaxed or are registered off road); or
- Keep motorcycles inside your home or in the shared areas other than designated parking areas or garages.

In addition you, anyone living with you or any visitors to your home, must not:

Park a vehicle in a way that might obstruct:

- the emergency services;
- other road users;
- anybody who uses pavements and footpaths;
- the access to any homes; or
- the access to any Council garage; or use any of our land for storage of vehicles for business purposes.

31. Ending your tenancy

31.1 You must give at least four (4) weeks' notice in writing if you are going to end your tenancy. The four (4) weeks' notice should end on a Monday.

31.2. If you are exchanging your tenancy you must still give us four (4) weeks' notice of, your intention physically to move. This will allow the Council time to arrange for a Gas Safe registered engineer to visit the property to shut off the gas supply.

31.3 If we offer you a transfer we will set the date for the end of your tenancy. You will then be required to give us at least four (4) weeks notice ending on the Monday nearest to this date.

31.4 When you are ending your tenancy you must:

- return all keys for the home to your local housing office, on the day you leave;
- pay your rent and any other charges up to the date that your tenancy ends. If you owe us money when you leave, you must make arrangements to repay the debt. If you do not, or if you make an agreement to pay and do not keep to it, we may refuse to grant you another council tenancy. The Council may take legal action to recover debts owed to us;
- leave the home clean and tidy and in good repair with all fixtures and fittings in the same condition when you move out as they were at the start of the tenancy (except for fair wear and tear). We will charge you the reasonable cost of repairing any damage, replacing missing or damaged fixtures and fittings and the reasonable cost of any cleaning that is necessary;
- remove all rubbish, personal effects and furniture from the home including the garden and any communal areas;
- secure the home. This includes turning off the gas, electricity and water supplies, and locking the doors and windows. You must arrange for gas appliances to be 'capped off' by a Gas Safe registered engineer therefore you must notify the Council of the date you are leaving and we will arrange for an engineer to visit the property;
- make sure all the fittings and fixtures you have installed and which you are leaving in the home are in good working order;
- allow our employees and contractors to enter your home at reasonable times to inspect it; and
- allow our employees to bring round future tenants at reasonable times, and by appointment.

31.5 When you are ending your tenancy you must not:

- leave anyone living in your home when your tenancy ends. If there are people living in the home when your tenancy has ended, we will take action to evict them and charge you for the cost of the action; or
- Remove from the home any furniture that we have provided.

31.6 We will remove and store any items left in the home but not rubbish or damaged goods. We will serve a notice under the provisions of section 41 of the Local Government

(Miscellaneous Provisions) Act 1982, telling you when you must collect your possessions. We will give you at least one month to do this. We will send the notice to your last known address or any forwarding address that you have given to us. If the items are not collected, we will dispose of them and charge you our reasonable costs of disposal and storage.

31.7 A joint tenancy will end if one or more joint tenants give us notice to end it. We will decide whether to grant a new tenancy for the remaining tenant or tenants, or we may offer them another home or simply advice. A joint tenant will not have an automatic right to stay in the home once one of the joint tenants has ended the tenancy.

31.8 When a sole tenant dies we will normally expect their next of kin or executors to give us 4 weeks notice to end the tenancy. If the tenant was receiving Universal Credit or Housing Benefit (if a sheltered housing tenant) this will not be paid after they have died. However, the tenancy will continue until we receive notice and the keys and rent will continue to be payable during this time. We can charge the tenant's estate for unpaid rent and other charges due under this agreement.

32. Abandoning your tenancy

32.1 If you cease to occupy your home as your only or principal home and do not return the keys to us or let us have written notice that you are leaving, we may serve a notice to quit at the home to end your tenancy. If you do not contact us before this notice to quit expires, we will consider that your tenancy has ended and take possession of the home. There are also circumstances when the Council may treat the tenancy as ended by reason of abandonment, in which case we may enter your former home and resume possession without serving any Notice to Quit.

32.2 We will remove and store any items left in the home but not rubbish or damaged goods. We will serve a notice under the provisions of section 41 of the Local Government (Miscellaneous Provisions) Act 1982, telling you when you must collect your possessions. We will give you at least one month to do this. We will send the notice to your last known address or any forwarding address that you have given to us. If the items are not collected, we will dispose of them and charge you our reasonable costs of disposal and storage.

General Terms

33. Service of Notices

33.1 This tenancy agreement refers in several places to the giving or serving of notices.

All notices must be in writing.

34. Service of notices on you

34.1 Any notice that we serve (give) to you under this tenancy agreement will be properly served if we have:

- posted or hand delivered it to the home;
- handed it to you in person;
- fixed it to the front door or any other prominent part of the home; or
- posted or hand delivered it to your last known address.

34.2 We will assume that your last known address is the home unless you have told us otherwise.

35. Service of notices on us

35.1 The address at which you should serve any notices or important legal documents will depend upon the service.

For all council tenants needing to serve notices or important legal documents concerning **tenancy management services**, please contact:

Housing Services Manager – City Homes, 171 Arbury Road, Cambridge, CB4 2YG

For all tenants needing to serve notices or important legal documents concerning **supported housing services**, please contact:

Supported Housing Manager, Ditchburn Place, Cambridge, CB1 2DR

For all tenants who are needing to serve notices or important legal documents concerning **housing advice services**, please contact:

Housing Services Manager – Housing Advice, Customer Service Centre, Mandela House, Regent Street, Cambridge, CB2 1BY

You may contact your local housing office in person, by telephone, by fax or minicom, by Typetalk, email or in writing on issues to do with your tenancy agreement or your home.

36. **Consultation**

36.1. We will consult you on matters affecting your home and your tenancy before making changes to housing management or maintenance services, where the changes are likely to have a substantial effect on your tenancy.

36.2 We will also consult you about major repairs and improvement works to your home before they begin.

36.3 We will use whatever forms of consultation we consider appropriate, including newsletters and use of the Council's official website.

37. **Rights of third parties**

37.1 The Contracts (Rights of Third Parties) Act 1999 (which gives someone else certain rights to enforce contract terms even though they are not part of the contract) does not apply to this tenancy agreement.

37.2 This does not however affect the sections of this agreement about succession or assignment.

38. **Complaints**

38.1 If you have a problem with a Council Service, you should first contact the Council. If you are still not satisfied the Local Government Ombudsman (LGO), may be able to help.

The LGO can be contacted at:

Local Government Ombudsman

PO Box 4771

Coventry

CV4 0EH

Phone: 0300 061 0614

Web: <http://www.lgo.org.uk/contactus/>

39. **General Data Protection Regulation (GDPR) and Data Protection Act 2018**

39.1 Cambridge City Council processes personal data in compliance with the General Data Protection Regulations and Data Protection Act and our data protection policy provides more information about how we handle your personal data.

39.2 Except as required by law, we will only share personal information about you for the following purposes:

- Recovery of rent and other charges – If you leave your home without paying rent or other charges due under your tenancy or making arrangements to do so, we may pass on your details to a tracing agency or debt collection company to seek recovery of money that you owe us;
- Repairs – we may provide your contact details to people who will be carrying out repairs to your home on our behalf;
- Right to Buy – we may provide your contact details to any valuer whom we instruct to value your home for right to buy purposes;
- Housing Benefit/Universal Credit/Council Tax Benefit – we may pass details that we have about you to the Council's Benefits Section to assist in your claim for benefits and for the prevention of fraud; or
- Utility Companies – in certain circumstances we may need to pass on your details to utility companies for your safety or in connection with the supply of gas, electricity, water, etc to your home.

Section 7

Signature

*Delete as appropriate:

This tenancy is Introductory/Fixed term/Secure and begins on:

Date.....

***I/we understand that *I am/we are introductory tenant*[s] and that *I/we will become secure tenants on the first anniversary of the date that the tenancy started, provided that possession proceedings have not been started against**

***me/us and that I/we have not been served with a notice to extend the trial period.**

The information that I/we gave in *my/our application for housing was and still is true. *I/we understand that if *I/we have given the Council false information in connection with *my/our application for housing which resulted in this tenancy being granted, legal proceedings may be taken and I/we may be liable to prosecution.

I/we accept this tenancy and confirm that I/we have read through this tenancy agreement*/the tenancy agreement has been read to*me/us. *I/we accept these conditions.

All tenants should sign below after reading this agreement

Tenant's
Signature.....

Tenant's
Signature.....

Print name.....Print name.....

Signed on behalf of

Cambridge City Council.....Date.....

Print name..... Job Title.....

Section 8

Meaning of Words

This section sets out what we mean by the words used in your tenancy agreement.

We, us, our, CCC

Cambridge City Council (City Homes) the landlord of your property

You, your

The tenant. In the case of joint tenants, 'you/your' means any one or all of the joint tenants.

Your Home, the Home, the property

The property covered by this tenancy agreement.

City Homes

Manages all Cambridge City Council housing stock.

Housing Officer

A member of staff employed by Cambridge City Council at City Homes to manage tenancies.

Mutual Exchange

To exchange secure tenancies with another secure tenant.

Fixtures and fittings (see [section 6 paragraph 31.4](#))

These include all the appliances and furnishings that are already in the home when you move in or later installed by us. They include installations for supplying or using gas, electricity and water. These are a permanent part of the home and must not be removed or tampered with.

Some examples of fixtures and fittings are:

- kitchen units
- pipe work
- meters
- baths
- taps and drainage fittings
- electrical sockets and wiring
- all windows and doors, both inside and outside and
- door and window furniture (handles, catches, locks and stays) This is not a complete list.

Furniture

Most properties do not contain any furniture. If there is any furniture in your property, it will be included on a list as part of your tenancy agreement.

Lodger

A lodger is a person who rents a room in your home, whilst you are living in the home. She/he may receive some services from you such as laundry/cleaning/cooking.

Secure tenant

By law, secure tenants have the right to stay in a home unless a court grants an order for possession of the home.

Written permission

This is a letter from us giving you permission to do something.

Getting written permission for an improvement or alteration:

To get written permission you should complete an application form, available from the Customer Service Centre or online at www.cambridge.gov.uk/making-alterations-to-your-council-house detailing what you want to do, send this form to Repairs and Maintenance, Cambridge City Council, PO Box 700, Cambridge, CB1 0JH. We will consider your application and write to you with the outcome of the application.

Sheltered housing

Sheltered housing is for people over retirement age or people who have a physical disability, and who are able to live independently, but who seek a safe environment with minimal support. All sheltered housing applicants will be assessed by the supported housing team in order to determine the applicants' eligibility against the sheltered housing criteria.



If you require an interpreter to help you understand this document, please ask at any Council House Reception

Mandarin Chinese (simplified script)/简体中文

若您需要一位传译员来帮助您理解这份文件，请到任何政府房屋部接待处查询。

Russian

Если Вам требуется переводчик, чтобы понять содержание данного документа, просим обращаться в приемную любого управления по вопросам муниципального жилья.»

Bengali

' যদি আপনি এই নথির বিষয়বস্তু বোঝার জন্য একজন ইন্টারপ্রেটারের সাহায্য প্রয়োজন করেন, তাহলে দয়া করে এটি রিপোর্ট করুন যে শহরের কাউন্সিলের কোন অফিসের বাসস্থানের সাথে তার আচরণ ।

Polish

'Jeżeli wymagasz pomocy tłumacza aby zrozumieć treść tego dokumentu, zgłoś to na recepcji w jakimkolwiek z biur Rady Miejskiej zajmującym się zakwaterowaniem.'