



**NORWICH**  
City Council

**Tenant**  
**approved** ✓

# Introductory and secure **tenancy** **agreement**

April 2024

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# 1. Introduction

## (A) Scope of this agreement

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

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

During the trial period, you have less security and fewer rights, for example:

- your home is at much higher risk of repossession if you do not keep to this agreement

- you cannot buy your home
- you cannot exchange homes with other tenants.

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

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

**1.5** Most of this agreement applies to all kinds of tenancy. Where part of it

only applies to some, we say so in the paragraph concerned.

## **(B) Understanding this agreement**

**1.6** Please take time to read this agreement in full. We acknowledge that much of it will only apply if the situation arises. Where one part of the agreement needs to be read with another part, we have shown that by cross-referencing the other part or paragraph numbers. But the agreement should be read in full to understand how it could affect you.

**1.7** Changes to the law can affect tenancy agreements of this kind. This agreement is therefore subject to any such changes that there may be. Paragraph **2.3** explains how we tell you about developments or information that affect your tenancy.

## I.8 Definitions

- **We** – means Norwich City Council’s housing service and the staff responsible for its housing work.
- **You** – means the tenant (or joint tenants) named in the original tenancy sign-up sheet or to whom the tenancy is passed on under part **13**.
- **Your home** – means the house or flat, including any garden or other land, that is let exclusively to you. Paragraph **10.4** has further information about boundaries and the extent of gardens.
- **Communal areas** – means land around your home that is owned by us for housing purposes, and which is not exclusively let to you or your neighbours. It therefore includes, for

example, stairways and landings in blocks of flats and communal parking and access areas.

- **Neighbourhood** – means your home and all the area nearby (whether it is part of the communal areas or not).
- **Rent** – means the basic rent and other charges as notified by us to you at the beginning of your tenancy and whenever it changes (see, for example, paragraph **8.14** charges where we maintain your garden).

## **(C) How long does the tenancy last?**

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

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

**1.10** Joint tenancies are almost always between two people. In very exceptional cases, they may be between three or four people. References in this agreement to joint tenants assume that there are only two.



If there are more than two, references to both joint tenants should be read as references to all joint tenants.

**1.11** Joint tenants are both fully entitled to the rights and fully responsible for the obligations set out in this agreement. This applies even if one of the joint tenants is not in occupation.

**1.12** You are responsible for other members of your household and visitors to your home. That means that where this agreement prohibits you from doing something, it applies to them too.

## 2. Customer service and communication

2.1 You can contact us via our website [www.norwich.gov.uk/contact](http://www.norwich.gov.uk/contact), by email, post, telephone, or at our offices. You can also login to your My Account [www.norwich.gov.uk/MyAccount](http://www.norwich.gov.uk/MyAccount) to manage your tenancy.

Contact details and opening hours may change from time to time. We will give you current details when your tenancy begins and tell you when they change. Please note:

- we have a 24-hour emergency telephone service out of office hours
- private meeting facilities are available for confidential discussions
- home visits can be arranged.

2.2 We value your views and consult all our tenants as best we can about the

service we provide. Please contact us at [www.norwich.gov.uk/contact](http://www.norwich.gov.uk/contact) if you want information about joining or forming a tenant association and other ways to get involved.

**2.3** We write to all our tenants from time to time, so that you are kept up to date with developments or information that may affect your tenancy. We also publicise such information on our website [www.norwich.gov.uk/housing](http://www.norwich.gov.uk/housing) and/or at our offices.

**2.4** We sometimes operate incentive schemes for tenants to encourage and reward best tenancy practice. We will publish such schemes when they apply.

**2.5** You may inspect the information we hold about you. Please ask us for details.

**2.6** If you think your neighbours are not keeping to this agreement so as to spoil the enjoyment of your home, please contact us

**[www.norwich.gov.uk/contact](http://www.norwich.gov.uk/contact)**. We will investigate and do our best to resolve the problem. Part **12** explains how we enforce the agreement.

**2.7** If you are not satisfied with the service we provide and you cannot resolve the problem with your housing officer, you can use our complaints process.

If a problem cannot be resolved under our own complaints process,

**[www.norwich.gov.uk/complaints](http://www.norwich.gov.uk/complaints)**, you can refer the matter to the Housing Ombudsman, **[www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk)**

## **Giving formal notice**

**2.8** When we need to give formal notice to you about your tenancy, we must do so in writing by handing it to you in person or posting it or delivering it by hand to your home. Remember that your home, in this context, is your tenancy address, not somewhere else that you might be living at the time (see paragraph **1.8**).

**2.9** When you need to give formal notice to us about your tenancy, you must do so in writing by handing it to one of our housing staff in person. You can also post it or deliver it by hand to Norwich City Council, City Hall, Norwich, NR2 1NH, or any other office we use for our housing service. Or via the online form on our website:

**[www.norwich.gov.uk/contact](http://www.norwich.gov.uk/contact)**

**2.10** In the case of joint tenancies,

notices are effective if given by us to one joint tenant only, or if given by one joint tenant only to us.

**2.11** This paragraph applies if you die during your tenancy, you are the only tenant, and no family members are allowed to have the tenancy passed on to them (see paragraphs **13.3** and **13.4**). In that situation, any notice that we must give about the tenancy is effective if addressed to your personal representatives and posted or delivered by us in accordance with paragraph **2.8**.

## **Appraisals during trial period**

**2.12** While you are an introductory tenant, you must allow us to visit you in your home and make yourself available accordingly. This is so we can carry out appraisals of whether you are successfully maintaining your tenancy during your trial period.

If you are a secure tenant only you may have the right to buy your home (subject to certain statutory exceptions) and only after a qualifying period. Further information on right to buy is available on our website

**[www.norwich.gov.uk/RightToBuy](http://www.norwich.gov.uk/RightToBuy)**

Certain properties, such as sheltered housing, are excluded from the right to buy.

**2.13** If you are a secure tenant only if you or a person living in or visiting your home has behaved, or has threatened to behave, in an antisocial way or has used or threatened to use your home for an unlawful purpose then we can ask for a court order suspending your right to buy your home.

## **3. Rent**

**3.1** We will write to you at least four weeks before the beginning of each financial year (the first Monday in April) to tell you about your rent for that year. You can view information about your rent anytime when you sign up for My Account

**[www.norwich.gov.uk/MyAccount](http://www.norwich.gov.uk/MyAccount)**

**3.2** Remember that your rent includes other charges as well as the basic rent (see paragraph **1.8**). Some of those other charges may only be finalised shortly before the new financial year. At that stage we will notify you of the finalised figures and the weeks for which the rent is due. It is due each week except for the last two weeks of December (see paragraph **3.8**).

**3.3** When your tenancy begins, we



will notify you of the rent for the current year and the weeks for which it is due.

**3.4** If we need to review your rent during a financial year, we will give you four weeks' notice of any changes to it.

**3.5** You must pay your rent promptly. If you do not keep up with your payments your home is at risk of repossession.

If you are worried about money or debt, we have a specialist team of budgeting and money advisers. This is a free service. For advice, complete this referral form

**[www.norwich.gov.uk/BudgetingAndMoneyAdvice](http://www.norwich.gov.uk/BudgetingAndMoneyAdvice)**

**3.6** We expect you to pay your rent by regular instalments using a direct debit. We will give you the details to set up a direct debit

**[www.norwich.gov.uk/DirectDebitForm](http://www.norwich.gov.uk/DirectDebitForm)**

when your tenancy begins. If you do not pay by direct debit, it is your responsibility to make sure that your rent is paid for each week that it is due.

**3.7** You may be entitled to help with your rent. We and/or the Department for Work and Pensions (DWP) can give you information about this. It is your responsibility to apply for benefit **[www.norwich.gov.uk/benefits](http://www.norwich.gov.uk/benefits)** and supply all the information needed for your application to be processed. You continue to have an obligation to pay your rent, whatever the situation is with your benefit application.

**3.8** Rent is not due for the last two weeks of December. This makes no difference to how we calculate the total amount due over a full year. It does not affect the way we collect direct debit instalments over a full year. But because

rent is not due for those two weeks, no Universal Credit or housing benefit is available for those weeks. And when your tenancy ends, there is no adjustment to your rent account to reflect the two rent-free weeks.

**3.9** The general rule is that you cannot begin a new tenancy with us if you owe us money from another tenancy (for example, for rent arrears, damage to property or legal costs in connection with the tenancy). But there are exceptions to this rule, particularly if you have paid your current rent plus an affordable instalment off the debt consistently. If that is the case, you must continue to pay those instalments, as well as paying your current rent.

## **4. Residential use**

**4.1** You must occupy your home for residential purposes.

**4.2** You must not use your home for business purposes unless you get our written permission to do so. We will not give permission if the intended use is against other regulations, for example planning laws, or might cause a problem for your neighbours.

**4.3** If you stop occupying your home (or, in the case of a joint tenancy, you both do), you are at risk of losing your tenancy. Paragraph **14.7** explains how we may end the tenancy in these circumstances. If you expect to be absent for a temporary period of more than six weeks, please contact us to discuss the situation.

**4.4** You may have a lodger living with you in your home and we ask that you inform us of this and provide their details.

**4.5 If you are a secure tenant only** you may sub-let part of your home, but only if you get our written permission to do so.

## 5. Antisocial behaviour

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

- loud music and other unreasonable noise
- noisy DIY for prolonged periods or late at night
- rowdy behaviour, including excessive visitors, shouting, and swearing at people
- keeping animals in an irresponsible way (or at all in some flats) against part 7
- keeping your home (including any garden area) in poor condition

(see paragraphs **8.7** to **8.15** for examples of how we expect you to maintain your home)

- misusing the communal areas against Part **9**.

## **5.2** You must not harass, intimidate or abuse:

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

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

against people.

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

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

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



## **6. Domestic abuse**

**6.1** You must not be violent to, harass, control, coerce, threaten, intimidate, or abuse (including physical, sexual, economic, psychological, emotional or other abuse) other members of your household or those that you are personally connected with. Section 2 of the Domestic Abuse Act 2021 states that two people are “personally connected” to each other if any of the following applies:

- (a)** they are, or have been, married to each other;
- (b)** they are, or have been, civil partners of each other;
- (c)** they have agreed to marry one another (whether or not the agreement has been terminated);
- (d)** they have entered into a civil partnership agreement (whether or

not the agreement has been terminated);

- (e) they are, or have been, in an intimate personal relationship with each other;
- (f) they each have, or there has been a time when they each have had, a parental relationship in relation to the same child (see subsection (2));
- (g) they are relatives.

**6.2** In the case of such abuse perpetrated by one joint tenant against the other, we may enforce this agreement to prevent the perpetrator remaining in sole occupation of the home.

**6.3** Paragraph **14.5** explains how we will deal with the situation if one joint tenant ends the tenancy, leaving another joint tenant in occupation.

## 7. Pets

**7.1** You must not keep any animals (except confined small pets like budgerigars and goldfish) if you live in:

- the following tower blocks – Ashbourne, Aylmer, Burleigh, Compass, Markham, Normandie, Seaman, or Winchester Towers;
- the following sheltered housing flats – Douro House,
- St James' House, Silkfields, Singer Court or Stone Road;
- other sites with communal carpeted areas.

**7.2** Otherwise, you may keep animals, but you must do so responsibly. You must be able to care for them and control them without causing a problem for your neighbours or interfering with the amenities in the communal areas (see paragraph **8.10**) or create a hazard for

our staff or contractors. This means, for example, not:

- keeping more animals than is reasonable for the size and type of your home
- allowing them to foul the neighbourhood
- allowing them persistently to bark
- allowing them to damage your home including any garden area (please note any animal fouling must be disposed of hygienically).

## **8. Repair maintenance and safety of your home**

**8.1** We are responsible for keeping in repair:

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

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

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

**8.2** We must carry out those repairs provided:

- the disrepair has not been caused

by you

- we know about the disrepair
- we have your co-operation over access to your home for our staff and contractors
- you make sure your home is free of tobacco smoke, or smoke from any other substance including e-cigarettes, when our staff and contractors attend your home by appointment. This is to protect the health and safety of our staff and others that we ask to visit your home.

**8.3** You must treat the structure and exterior of your home and the installations with respect and report any defects to us

**[www.norwich.gov.uk/ReportARepair](http://www.norwich.gov.uk/ReportARepair)** as soon as you are aware of them. We may charge you the cost of carrying out

works that are necessary because you have failed to do so.

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

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

**8.6** You must keep the parts of your home that you are responsible for to a reasonable standard, carrying out minor repairs and maintenance, as necessary.

**8.7** Paragraph **8.1** deals with what we must keep in repair and proper working order. In addition, you must maintain your home and all your own appliances safely and not do anything that compromises the safety of you and

your neighbours. For example, you must:

- not store anything that is a safety risk (including, petrol and other inflammable or toxic materials)
- make sure your own gas and electrical appliances are serviced in accordance with manufacturers' advice and provide us with evidence on request (paragraph **8.8** deals with bottled gas appliances)
- maintain your smoke detectors and carbon monoxide detectors so that they work properly.

**8.8** Bottled gas appliances are prohibited indoors or in flats with balconies.

**8.9** You must not store any personal belongings to such an excessive



extent that we or our contractors are unable to gain access in accordance with paragraphs **11.1** to **11.3** (inspection and carrying out works) to the areas of your home required.

**8.10** You must maintain your home to a standard of hygiene and good order, so you do not damage the fabric of the building, cause a nuisance or annoyance to your neighbours, or create a hazard for our staff or contractors.

**8.11** You must not do anything to encourage vermin, including but not limited to ants, wasp nests, fleas, bed bugs, mice and rats so that they cause a nuisance and annoyance to your neighbours and/or or create a hazard for our staff or contractors. If we have to intervene and carry out work in default due to the presence of vermin then you will be charged for the cost of the work,

including any legal costs.

**8.12** Remember that your home includes any garden area (see paragraph **1.8**).

You must therefore maintain it in accordance with paragraphs **8.7** to **8.11** as to safety, access, hygiene, and good order.

**8.13** You must also maintain and cultivate your garden to a neat and tidy standard. This includes any plants, shrubs, hedges and trees.

**8.14** If neither you or any other member of your household can maintain and cultivate your garden in accordance with paragraphs **8.12** to **8.13** because of a physical or mental health condition, disability, or long-term illness, we may carry out the necessary work for you. If we do, you will be charged for the cost of the garden maintenance and/or other work.

**8.15** You must cooperate over arrangements that apply from time to time for putting out your refuse and recyclable materials for collection.

**8.16** We recommend that you take out insurance for your personal property (in other words your furniture, clothes, and other belongings) and other potential losses for which we are not responsible. Details of insurance arrangements that we can offer are available on **[www.norwich.gov.uk](http://www.norwich.gov.uk)** and search insurance for tenants.

## **9. Communal areas**

**9.1** We will maintain the communal areas to a standard necessary for health and safety only. But we can only deal with a hazard or danger if we know about it.

**9.2** You are responsible, jointly with other occupiers using the communal areas, for keeping it clean and tidy.

**9.3** You, your visitors and/or members of your household must not do anything that is detrimental to other people's enjoyment and safety of the communal areas. It is not possible to list all such activities, but common examples are:

- fly-tipping
- leaving things there that obstruct access or are otherwise a hazard or danger
- carrying out car repairs (apart

from occasional routine maintenance of your own vehicle outside)

- graffiti.

**9.4** If the communal areas include parking facilities, you may use them for your private vehicles if you do so responsibly and with consideration for your neighbours. Any vehicles that you park there must be roadworthy, taxed, and have a valid parking permit **[www.norwich.gov.uk/permits](http://www.norwich.gov.uk/permits)** if applicable. If we have to intervene and carry out work in default due to the presence of your possessions and/or waste in communal areas then you will be charged for the cost of the work, including any legal costs.

**9.5** You must not store or charge any vehicle, scooter or bicycle within any internal or enclosed communal area.

You must seek our permission and guidance to store or charge a mobility vehicle.

## **10. Improvements and alterations**

### **(A) By us**

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

### **(B) By you**

**10.2** You must get our written permission before you carry out any improvements or alterations to your

home. This applies if you plan to change, for example, standard fittings or floor surfaces, as well as to more major works. We will consider safety, the impact on neighbours and future maintenance. You may need other permission too, for example planning or building regulation consents. We will discuss this with you at the time. For more information go to

**[www.norwich.gov.uk/HomeImprovements](http://www.norwich.gov.uk/HomeImprovements)**

**10.3** Remember that your home includes any garden area (see paragraph **1.8**).

You must get our written permission before you cut down trees, carry out other major landscaping or garden works or install sheds, other buildings, or structures.

**10.4** Before making any changes to the boundaries of your home (particularly the garden area, see paragraph **1.8**) you

must get our written permission.

Sometimes the precise boundaries of garden areas are not clear. It may be necessary for us to check our records for the housing estate to clarify where the boundary lies and who is responsible for it. If we have to intervene and carry out work in default due to any unauthorised alterations then you will be charged for the cost of the work, including any legal costs.

**10.5** You may be entitled to compensation at the end of your tenancy for improvements you have carried out (see paragraph **16.4**).



# 11. Arrangements for visits, inspections and carrying out work

11.1 You must allow us and our contractors access to your home to:

- conduct tenancy visits and inspections which include property condition, welfare and/or safety checks (welfare checks may be carried out where the council have concerns about: someone's wellbeing, safeguarding, lifestyle and/or sanitary conditions, which may impact upon the sustainability of a tenancy)
- carry out works of repair, maintenance, or improvement to your home
- to test the services within the property such as electrics, gas, water and detectors.

**11.2** You must allow us, and contractors authorised by us, access to your home to carry out works to other people's homes or for the benefit of the neighbourhood that cannot otherwise be reasonably carried out.

**11.3** We must give you at least 24 hours written notice of any access appointment unless it is an emergency, in which case we may attend without notice.

**11.4** We, or our contractors, may enter your home by any means necessary, including a forced entry if:

- it is an emergency
- we have been unable to contact you despite all reasonable efforts (including, contact through your next of kin and any social or support worker), and have reason to believe

that you are not in occupation of your home or that your well-being is at risk.

**11.5** The timetable for carrying out repairs depends on all the circumstances. The more it affects your health, wellbeing and enjoyment of your home, the sooner we will do it. On the other hand, external repairs will often await the next planned programme of maintenance in the neighbourhood. We will discuss this with you at the time.

**11.6** Before starting major works, we will discuss with you the timetable for the works and how to minimise inconvenience.

**11.7** If we need you to leave your home while we do the improvement works, we will tell you. You must then leave your home for the period concerned. In such cases we will discuss arrangements for

alternative temporary accommodation.

**11.8** We must remove all associated rubbish, building materials and equipment from your home on completion of works carried out by us.

**11.9** Under the right to repair scheme, if we fail to carry out certain works on time, you can ask us to employ an alternative contractor. Details are available on request.

**11.10** Paragraph **14.16** explains your obligations to give access to your home in the period leading up to the end of the tenancy.

**11.11** If you fail to provide access and we have to force entry, with or without a court order, then we will seek to recover any additional costs (including professional, trade or legal) from you.

## **12. Enforcing this agreement**

**12.1** As explained in paragraph 1.1, this agreement is a contract between us. We both have rights and obligations. The general rule is that either of us can enforce the agreement against the other in the County Court by civil action (as opposed to criminal action, which requires a higher standard of proof).

**12.2** This part of the agreement explains how we will enforce it against you if necessary. If you believe that you have the right to take legal action against us and it is necessary to do so, we recommend that you contact a solicitor for advice.

**12.3** Unless it is urgent that we take immediate legal action against you, we will contact you if we have cause for complaint. That way we hope to sort it out before it becomes a major problem

requiring legal action.

**12.4** But we will not tolerate persistent or serious breaches of this agreement. If necessary, we will therefore apply to the court for an order against you. For example, the court may:

- end your tenancy, leading to your eviction
- issue an injunction or similar order against you to stop breaches of the agreement.

For some kinds of anti-social behaviour by secure tenants the court may also, or instead:

- suspend your right to buy for a specified period of time
- make a demotion order against you (as explained in paragraph **12.5**).

**12.5** Before applying to the court for a demotion order, we must give you a

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

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

This agreement still applies to the demoted tenancy.

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

## **13. Passing your tenancy on**

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

### **Death**

**13.2** In limited circumstances, a person may succeed you as a tenant of your home if you die during your tenancy. This means they will become the tenant. In housing law, it is called a succession. There can only be one succession of a tenancy.

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



counts as a succession to the tenancy. If you have become the tenant through succession, the tenancy cannot be passed on again if you die during your tenancy.

**13.4** If you die during your tenancy and you are the only tenant and have not yourself previously become the tenant through succession, your tenancy might pass to a member of your family if the following applies:

- a.** If your tenancy began before 1st April 2012, and:
  - i.** The member of your family is occupying your home as their only or principal home at the time of your death; and  
Either:
    - ii.** The member of your family is your spouse or civil partner; or
    - iii.** The member of your family is a

relation listed in our tenancy policy AND they resided with you for at least 12 months ending with the date of your death.

- b.** If your tenancy began on or after 1st April 2012, and:
  - i.** The member of your family is occupying your home as their only or principal home at the time of your death; and  
Either:
    - ii.** The member of your family is your spouse or civil partner; or
    - iii.** The member of your family is a cohabitee who was living with you as your spouse or civil partner.

## **Exchanging homes with other tenants**

**13.5 If you are a secure tenant, you can exchange homes if you get our written**

permission to do so, with another secure tenant (or assured tenant of certain social landlords), if they, too, have written permission from their landlord. To apply go to

**[www.norwich.gov.uk/HouseExchange](http://www.norwich.gov.uk/HouseExchange)**

**13.6** We can only refuse permission if we do so on grounds specified by legislation. If we want to rely on one of those grounds, we must say which one and why.

**13.7** Exchanging your home with another tenant does not count as a succession, but if you are a successor to the tenancy in respect of the home you exchanged, you will continue to be a successor in respect of the tenancy of your new home and no further succession will be allowed if you die during that tenancy.

## **Relationship breakdown**

**13.8** Tenancies may be passed on by a court order in divorce or similar proceedings, subject to any objection we have. The court order may be to pass the tenancy from joint tenants to one tenant or to somebody who is not already a tenant.

**13.9** If you are in this situation, you or your solicitor should check with us as soon as possible whether we might have an objection. We will only object if the kind of property is unsuitable for the prospective new tenant's household (in accordance with our allocation policy) or there are (or may be) tenancy management problems.

**13.10** A tenancy passed on by a court order in divorce or similar proceedings does not count as a succession.

## Qualifying successor

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

## 14. Ending the tenancy

### (A) By you – Notice to quit

**14.1** If you want to end your tenancy, you must give us formal notice (see paragraph **2.9**). We can give you the form to use or you can go to **[www.norwich.gov.uk/EndTenancy](http://www.norwich.gov.uk/EndTenancy)**. It does not end the tenancy immediately. The tenancy will only end after four clear weeks (in other words, at the end of the four week period starting on the Monday after we receive your notice).

**14.2** Remember that in the case of joint tenancies, notices to us are effective if given by one joint tenant only (see paragraph **2.10**).

**14.3** Once you have given us notice, you cannot change your mind. When the notice takes effect, everybody who lives

at your home must leave. Nobody has an automatic right to be rehoused by us.

**14.4** You should think carefully before ending the tenancy in this way, particularly if you are a joint tenant or there are other members of your household. If your intention to end the tenancy relates to a relationship breakdown, you should take advice about it. If you do not already have a solicitor advising you on the relationship breakdown, we recommend you see one.

**14.5** If one joint tenant ends the tenancy in this way and the other tenant remains in occupation, we will only offer a new sole tenancy if the kind of property is suitable for the remaining occupant's household (in accordance with our allocation policy and/or tenancy policy) and there are no tenancy management problems.

## **(B) By us – Notice to quit**

**14.6** The general rule is that if we want to end your tenancy, we must get a court order. But in the following situations we can end it by giving you four weeks' notice to quit.

**14.7 Non-occupation or sub-letting –** We can end your tenancy by giving you four weeks' notice to quit if you:

- stop occupying your home as your only or principal home (or, in the case of a joint tenancy, if you both do)
- sub-let or part with legal possession of your home (except in the limited way allowed and explained in paragraph **4.5**).

**14.8 Death –** This paragraph applies if you die during your tenancy, you are the only tenant, and no family members are



allowed to have the tenancy passed on to them (as explained in paragraphs **13.3** and **13.4**). We can end the tenancy by giving four weeks' notice to quit. Paragraph **2.11** explains the formalities of how we can do so.

### **(C) By us – court order**

**14.9** Except where paragraphs **14.6** to **14.8** apply, we can only end your tenancy by getting a court order and then enforcing our right to possession.

**14.10** Before we apply to the court for such an order, we must give you a preliminary notice. This is sometimes called a notice of seeking possession or a notice of proceedings for possession. The notice will explain why we want to end your tenancy and what rights you have.

**14.11** We may then apply to the court:

- **If you are an introductory or demoted tenant**, you are at much higher risk of eviction. The court must make an order if the judge is satisfied that we have followed the
- right procedure. In other words, the judge has no discretion to consider the overall merits of the case.
- **If you are a secure tenant**, you have more rights when the case comes to court. The judge must be satisfied that we have followed the right procedure and proved one of the grounds for acting set out in legislation. In most cases the judge must also consider the overall merits and be satisfied that it is reasonable to make an order. And in some cases, the judge may suspend eviction. This will normally be on condition, for example, that you make specified payments or

keep to this agreement in the future.

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

### **(D) By agreement – surrender**

**14.13** If everybody agrees, your tenancy can end immediately. In the case of a joint tenancy, both tenants must agree, as well as us.

**14.14** If so, we can give you the correct form for signature by you (or in the case of joint tenants, both of you).

**14.15** In some cases, an agreement to end the tenancy in this way can be implied. This often arises where you have abandoned your home (because you have, for example, moved out,

stopped paying the rent or returned the keys to us).

## **(E) Access when your tenancy is due to end**

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

## **15. Occupation after your tenancy has ended**

**15.1** If Part **14(C)** applies (tenancies ending by us getting a court order), your tenancy continues for as long as you remain in occupation.

**15.2** If your tenancy ends otherwise (notice to quit by either of us or surrender), everybody must leave your home as soon as it ends. We may enforce our right to possession and evict anybody who does not do so by getting bailiffs to execute a possession warrant.

**15.3** In exceptional cases, we may delay such enforcement action for a limited time. This may be to give remaining occupants an opportunity to move elsewhere. Or it may be pending our decision whether to offer them a tenancy of that property.

**15.4** Technically, people remaining in occupation after a tenancy has ended do not pay rent. But we are entitled to payment of the equivalent amount. Those payments are sometimes called charges for use and occupation or mesne profits. People who make those payments can apply for universal credit or housing benefit just as they would if they had to pay rent.

## **16. Handing your home back to us**

**16.1** At the end of your tenancy, you must hand your home back to us in accordance with the following provisions of this part. Remember that your home includes any garden area (see paragraph **1.8**).

**16.2** You must:

- return your keys to us
- give us vacant possession by not allowing anybody else to remain in occupation of your home
- leave your home in good condition
- leave your home clear of rubbish and all your personal property (see paragraph **16.5**).

**16.3** If you do not, we will re-charge you the cost of us putting things right. The amount of the re-charge could just be the cost of changing the locks. But if your

home is in poor condition or somebody still occupies it, the re-charge will be a lot more. In these cases, the re-charge may cover the equivalent of the rent for the delay in being able to re-let your home and the costs of court action.

**16.4** You may be entitled to compensation for improvements that you have carried out under paragraph **10.2**. We can give you details of qualifying improvements and a claim form. There are time limits for claiming.

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

- throw away immediately any personal property that is perishable, not practical for us to store or of no obvious value
- store any other personal property for up to one month



- if we have a forwarding address for you, write to you confirming that you may collect the personal property from storage during that month, provided you pay storage costs.

Remember that the main obligation is on you not to leave any personal property behind. We are not responsible for checking the value of it or keeping it safe.

Nothing will be kept for more than a month.



**NORWICH**  
City Council



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