

## Section 2

# Your conditions of tenancy



### 2.1 Rent

We can change your rent and other charges at any time. We have to give you 28 days' written notice of any change in your rent and the change must start on a Monday but we can change your water and other charges at any time.

The notice will specify the revised net rent and other charges. This notice may be left at or posted to your property.

Our usual practice is to increase the rent and other charges no more than once a year in April although this does not preclude a change in rent or other charges at any other time in the year when necessary.

#### 2.1.1 Failure to pay

**Condition 4. You must pay your total rent – which includes any charges on the property, for example water rates and service charges for amenities – in full on or before the date the payment is due.**

If you fail to pay your rent and/or charges, the council may take legal action to recover the debt or ask the court to grant us possession of the property. This could lead to you being evicted.

**Condition 5. You must tell us if you are unable to pay your rent in full or on time, and you must make an agreement to pay any rent arrears.**

We will treat your payments as rent due before we credit them to any other charges.

If you owe rent or any other charges for a previous tenancy, we may require you to pay these through your current rent account.

#### 2.1.2 Miscellaneous recharges

**Condition 6. You must pay the cost of any items or works which are not our responsibility and for general damage to and misuse of the property. Examples are broken glass due to damage caused by you, a member of your household, or visitors to your household, the replacement of lost keys or fobs or the reinstatement of unauthorised alterations.**

#### 2.1.3 Liability of joint tenants

**Condition 7. If you are a joint tenant, you are responsible for all the rent and other charges when they are due.**

In a joint tenancy, each tenant has full responsibility for paying the rent and any other charges due on the property.

If one of you leaves the property without ending the tenancy, or does not pay the rent and the account goes into arrears, each joint tenant will continue to be responsible for the rent and any arrears on the account.

If you have a joint tenancy, the tenancy ends for both joint tenants if you or the other joint tenant serves a valid Notice to Quit on us.

If you serve a Notice to Quit on us, it is valid if it is in writing and served at least 4 weeks before the date of termination. The day of termination must always be a Sunday. This must be signed and dated by you.

**Condition 8. If you or another joint tenant is intending to leave, or has left the property, you must inform us in writing.**

If you are a joint tenant with your partner and your relationship breaks down, we may inform you about where you can get independent legal advice on your rights.