
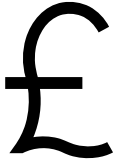



# Runnymede Borough Council Tenancy Agreement


## Summary of Key Changes

These are the most significant changes suggested. We recommend you look at the proposed tenancy agreement to see all the changes in full.

Topic	Page		Existing clauses	Proposed clauses	Reason for change
	Current	New			
<p><b>Damp and mould</b></p> 	8	11, 15	<p><b>5.2 Your repair and maintenance responsibilities</b></p> <p>(g) You must keep your home adequately ventilated to ensure that you do not cause condensation.</p>	<p><b>5.2 Your repair and maintenance responsibilities</b></p> <p>(g) You must take reasonable care to prevent condensation by ensuring all rooms are ventilated and heated adequately. If there is condensation you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings occurring.</p> <p><b>7.3 General Safety</b></p> <p>(p) You agree to occupy the property in a tenant-like-manner, including but not limited to ensuring that the property is properly ventilated using windows, trickle vents and extractor fans where applicable, properly heated, clothes are not dried inside the property other than by a means where excess moisture is extracted from the property, wiping down and removing excess condensation, not furnishing or storing items in any room such that air is impeded from free-flow, clearing gutters, promptly reporting items of disrepair, and not damaging or neglecting the property such that it puts it into a state of disrepair.</p>	<p>There is now greater awareness of the seriousness of damp and mould. This aims to make clearer the tenants' obligations to ensure their property remains free of damp and mould.</p>


<p><b>Service charge</b></p> 	6	11	<p><b>4. Paying your rent and other charges</b></p> <p>4.6 We can change the rent, service charges, and other charges by giving you four weeks' notice in writing. We will still change your rent even if you do not receive this notice.</p>	<p><b>7.4 Paying your rent and other changes</b></p> <p>We can change the rent, service charges, and other charges by giving you four weeks' notice in writing. Normally we will do this once per year, but we may also change your service charges at any other time and more than once per year if we add to or change the services provided. We will still change your rent and charges even if you do not receive this notice.</p>	<p>We recognise the importance of financial resilience and management.</p> <p>When improving the services your neighbourhood experience, we may increase service charges.</p> <p>We will make every effort to ensure changes to rent and service charges are communicated to tenants, with notice.</p>
<p><b>Alterations</b></p> 	8	12	<p><b>5.3 Alterations to your home</b></p> <p><b>Secure and flexible tenants</b></p> <p>(a) You must get written permission from us before you carry out any alterations or improvement to your home or shared areas. This includes putting up a satellite dish or an aerial, fitting security grilles or gates and laying wooden or laminate flooring.</p> <p>(b) We will give our written permission or you to make alterations to your home unless we have good reason not to. If you make an alteration without our permission, we may ask you to change it back. If you do not do this, we will do the</p>	<p><b>5.3 Alterations to your home</b></p> <p><b>Secure and flexible tenants</b></p> <p>(a) You are not permitted - without first obtaining the written consent of the Council - consent not to be unreasonably withheld, to:</p> <ul style="list-style-type: none"> <li>• Make any structural alterations or additions to the property that changes, increases, decreases, or otherwise interferes with the property.</li> <li>• Make any non-structural alterations or additions to the internal layout of the property.</li> <li>• Lay any tiling, wooden or laminate flooring. You will keep the floors of the property covered with suitable materials in order to minimise the transference of noise to other dwellings. If you have not asked for permission and the floor</li> </ul>	<p>We have made these changes to provide greater clarity to tenants on the types of alterations that would require written permission from the Council.</p> <p>We have also made clearer that we will only withhold our permission when there is a clear reason for us to do so.</p> <p>We wish to draw particular attention to the new section on CCTV and video doorbells. We have included this to protect tenants' right to privacy in response to recent legal cases which have found that recording beyond the boundaries of your home</p>

			<p>necessary work and charge you our costs.</p>	<p>coverings cause subsequent noise nuisance, we will request that you remove the flooring and re-install with approved sound insulation and other suitable floor coverings, i.e. carpet. The type of flooring required will be informed on a case-by-case basis and dependent on the fabric of the building itself. If the flooring needs to be taken up by the Council, its contractors, or its agents to gain access to the floorboards to effect repairs, you shall be responsible for relaying it at your own expense.</p> <ul style="list-style-type: none"> <li>• Remove or alter the Council's fixed units, doors, fixtures, or fittings.</li> <li>• Change or decorate the exterior of the property, including the installation of security doors.</li> <li>• Erect a shed, greenhouse, conservatory, lean-to or any other buildings or structure in or on the property grounds.</li> <li>• Plant any trees, or shrubs that may cause damage to the property or any neighbouring property.</li> <li>• Remove or cut down any trees on the property.</li> <li>• Affix or hang any TV aerial, satellite dish or advertisement or any other thing to or from the exterior of the building which comprises the property or part of it.</li> <li>• Obtain and install private CCTV and/or other recording devices including video doorbells.</li> </ul>	<p>may be considered harassment and a breach of data protection regulations.</p>
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				<p>Permission will not be given if the CCTV or video doorbell covers a communal area or public highway. Any camera's field of vision shall be restricted as far as possible to providing security to the property and not focused on other properties or communal areas. We may ask for cameras to be removed if we consider their siting to be intrusive to others.</p> <p>(b) This consent may be subject to conditions that we will provide to you in writing. All permission must be given to you in writing and not verbally. Verbal permission does not equate to express permission from the Council. We will give our written permission for you to make alterations to your home unless we have good reason not to. If you make an alteration without our permission, we may ask you to change it back. If you do not do this, whilst we are not obliged to carry out such work, if we do the necessary work to return the property to its original state we will charge you our costs for doing so.</p>	
<p><b>Succession</b></p> 	5	8,9	<p><b>3.7 Tenancy Succession</b></p> <p>Succession is where your tenancy passes on to someone after your death. If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession.</p> <p>If your tenancy passed to you when the previous tenant died, no one else has the right to succeed or take over your tenancy.</p>	<p><b>3.6 Tenancy Succession</b></p> <p>Succession rights depend on the type of tenancy granted and the tenancy's start date.</p> <p><b><u>Secure and Flexible Tenancies</u></b></p> <p>There can only be one succession.</p> <p>(a) If you have a joint tenancy and one tenant passes away, a joint tenant will automatically succeed to the tenancy on the death of the other joint tenant, even if they are no longer</p>	<p>The proposed change is designed to provide greater clarity to tenants over their succession rights.</p> <p>This should help tenants identify the type of tenancy they have and what will happen if someone wants to succeed to their tenancy after their death.</p>

			<p>Statutory succession rights for Secure and Flexible Tenants are set out in the Housing Act 1985 (sections 86A to 89) and for Introductory Tenants are set out in the Housing Act 1996 (sections 131 to 133).</p> <p>These rights can be summarised as follows:</p> <p><b>Secure tenants (before 1 April 2012) &amp; all Introductory tenants</b></p> <p>(a) If you became a Secure Tenant <b>before 1 April 2012</b> or an Introductory Tenant at any time then when you die your tenancy will pass to your husband, wife or civil partner if they are living with you in your home as their only or principal home at the time of your death. If this condition is not satisfied when you die, then your tenancy can pass to another member of your family who has been living with you for at least 12 months before your death. Family members include your parents, grandparents, child, grandchild, brother, sister, uncle, aunt nephew or niece, but do not include foster children.</p>	<p>living at the property as their only or main home. If this occurs the Council will serve a Notice to Quit on the absent tenant to terminate the tenancy.</p> <p>(b) If you became a tenant on or after 1 April 2012, your tenancy will pass to your spouse, civil partner or a person residing with you as your spouse or civil partner if at the time of your death they were living in the property as their only or principal home.</p> <p>(c) If you became a tenant before 1 April 2012, your tenancy will pass to your spouse or civil partner if at the time of your death they were residing with you and living in the property as their only or principal home. If this does not apply, the tenancy can be passed to a person residing with you as if they were your spouse or civil partner or another family member (as defined by the law) provided they occupied the property as their only or principal home and had been residing with you at the address for 12 months prior to your death.</p> <p>(d) If more than one member of your family has a right to succeed to the tenancy, your family should agree who claims it. If they cannot agree, they should all make a claim to us in writing and we will decide whom to offer the tenancy to.</p> <p>(e) If you are a successor and transfer from your existing property to another council or social housing tenancy – this will not give you additional succession rights. If a succession has</p>	<p>These are the legal rights of local authority social landlords.</p>
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			<p><b>Secure and flexible tenants (after 1 April 2012)</b></p> <p>(b) If you became a Secure or Flexible Tenant <b>on or after 1 April 2012</b>, then your tenancy can <b>only</b> pass to your husband, wife, civil partner, or a person who lives with you as if they were a husband, wife or civil partner if they were living with you at your home at the time of your death.</p> <p><b>Non-secure tenants</b></p> <p>(c) You do not have any succession rights.</p>	<p>been used that will remain the case in the new property.</p> <p><b><u>Introductory Tenants</u></b></p> <p>(f) If you are an Introductory Tenant, your succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996. This means that if you die whilst your tenancy is an Introductory Tenancy, your tenancy will pass to your husband, wife or civil partner if they occupied the property as their only or principal home at the time of your death.</p> <p>(g) If there is no spouse or civil partner who can succeed, the tenancy can be passed to someone who lived with you as if they were your spouse or civil partner or to another family member (as defined by the law) provided they occupied the property as their only or principal home and had been residing with you at the address for 12 months prior to your death.</p> <p>(h) If the successor to the tenancy is not your spouse, civil partner or person living with you as your spouse or civil partner, and the home is larger than reasonably required for them, the Council may request that they move to alternative accommodation that is suitable for their needs, in line with the Council's policies and the provisions of the Housing Act 1985.</p> <p>(i) If you succeeded to the tenancy, whether on the death of the previous tenant or by virtue of an assignment, there is no further right to succeed</p>	
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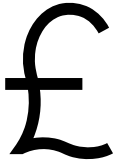
				<p>in the event of your death.</p> <p><b><u>Non-Secure Tenants</u></b></p> <p>(j) You do not have any succession rights</p>	
<p><b>Lofts</b></p> 	10-11	14,16	<p><b>7.2 Your responsibilities for health and safety (Fire)</b></p> <p>(e) You must allow us access to your loft or roof space to carry out a fire risk assessment.</p> <p><b>7.5 General Safety</b></p> <p>(a) You and anyone living with you or visiting you must not enter, or try to enter, any unauthorised areas such as shared loft space or storage areas.</p>	<p><b>7.2 Your responsibilities for health and safety (Fire)</b></p> <p>(e) You must allow us access to your loft or roof space to carry out a fire risk assessment. You must not place anything in the loft which impedes access to any of the loft space.</p> <p><b>7.5 General Safety</b></p> <p>(a) You and anyone living with you or visiting you must not enter, or try to enter, any unauthorised areas such as shared loft space or storage areas.</p> <p>(b) If your property has private loft space, you must obtain prior written permission from us to be able to access it and/or use it for storage. Even if permission is granted, lofts must be safely and adequately boarded if used for storage and items stored must not impede access for inspections. You must obtain permission from the Council before carrying out any insulation or boarding work in your loft. In any flat or Independent Retirement Living property, you must not access your loft under any circumstances.</p>	<p>These changes have been made to promote fire safety and to protect the health and safety of tenants.</p>
<p>Antisocial Behaviour</p>	12	18-19	<p><b>9. Living in your home and your behaviour</b></p> <p>9.1 You are responsible for:</p>	<p><b>9. Living in your home and your behaviour</b></p> <p>You are responsible for your own actions and any other person (including children) living in</p>	<p>Harassment updated to include for example intimidation of neighbours, systematic bullying of</p>







		<p>not behave in a way that targets members of identified groups because of their perceived differences. It is usually based on prejudice against a type of person for people because of their: • race • nationality • religious or political beliefs • gender • age • pregnancy or maternity • marital or civil partnership • gender reassignment • sexuality • disability, or • mental condition This includes racial, disability, homophobic and sexual harassment.</p> <p><b>9.4 <u>Domestic violence and abuse</u></b>  You and anyone who lives in or visits your home must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living with you. If you do, and that person or their children have to leave your home because of your behaviour, we may take legal action against you. This could result in us evicting you from your home.</p> <p><b>9.5 <u>General nuisance and behaviour</u></b>  You and anyone who lives in or visits your home must not do the following: • threaten or use violence towards anyone in the Borough of Runnymede</p>	<p>behaviour in, or in the locality of the property, including but not limited to prostitution, storing stolen goods, and storing weapons.</p> <p>You must act in a reasonable manner and must not do anything which in our reasonable opinion causes noise nuisance or causes excessive vibrations at the property. This will include (but is not limited to) the following:</p> <ul style="list-style-type: none"> <li>• Playing any sound systems (including speakers) at loud volumes that can be heard outside the property.</li> <li>• Playing your television, radio or any music loudly in your home or in any garden or shared area.</li> <li>• Using power tools and other electrical or similar equipment between the hours of 8pm to 7am such as to cause nuisance, disturbance or annoyance to neighbours or others in the area.</li> </ul> <p><b>Domestic Abuse</b></p> <p>You or anyone living with or visiting you must not perpetrate any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of sex or sexuality. This can include but is not limited to the following types of domestic abuse: psychological, physical, sexual, financial and emotional. This also includes so-called honour-based violence, female genital mutilation and forced marriage.</p>	
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		<p>and/or in the local area, including Council employees and contractors • anything that causes or is likely to cause a nuisance towards anyone in the Borough of Runnymede and/or in the local area. • Anything that disturbs the peace, comfort or convenience of anyone who lives in the Borough of Runnymede and/or local area. • Play your television, radio or any music loudly in your home or in any garden or shared area. • Damage property belonging to other people or the Council in the Borough of Runnymede and/or in the local area. This includes graffiti. • Throw items from your balcony or window. • Dump household waste, personal belongings (including old furniture, mattresses, etc) or rubbish in a shared public area. • Ride motorcycles or mopeds in shared areas. • Use or allow others to use drugs or deal or allow others to deal drugs in your home, and/or in the Borough of Runnymede and/or in the local area. • Use your home for any criminal or illegal purpose including storing or handling stolen goods. • Keep firearms and other weapons or ammunition in your home, unless you are legally entitled to keep them and you have our permission in writing to keep them. If you have a legal firearm</p>	<p>We have a number of options for dealing with people responsible for domestic abuse, which may include legal action. Domestic abuse can lead to action by us even when there is no criminal charge.</p> <p><b>Drugs</b></p> <p>You or any person living in and or visiting the property must not store, use, cultivate, make or supply drugs from or within the property, common areas or the locality of the property. The use and storage of drugs by a person to whom they have been lawfully prescribed is permitted.</p> <p><b>9.7 Harassment towards and obstruction of representatives of the Council</b></p> <p>a) You and anyone who lives in or visits your home must not threaten, harass, verbally abuse, intimidate, obstruct or cause nuisance or annoyance to any council employee, Councillor, or contractor.</p> <p>b) This includes all forms of communication including, but not limited to, persistent or offensive phone calls, texts, emails, or use of social media.</p> <p>c) If you are in breach of this, the Council may restrict your access to staff, contractors, or offices in such circumstances as are considered</p>	
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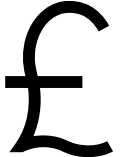
			<p>you must use and store it as set by law.</p> <ul style="list-style-type: none"> <li>• Keep animals without the Council's permission.</li> </ul>	<p>by the Council as appropriate and may also commence legal proceedings against you.</p>	
<p><b>Principal home</b></p> 	4	19	<p><b>3.1 Living in your home</b></p> <p>You must live in your home as your only or principal home. If you do not we will take legal action against you and you may lose your home. If you are a joint tenant at least one of you must live in your home as your only or principal home.</p>	<p>Clause 3.1 remains in proposed tenancy agreement as existing, with an additional new clause (9.8a) added:</p> <p><b>9.8 Tenancy Fraud and Attempts at Tenancy Fraud</b></p> <p>You agree to live in the property as your only or main home. During your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own a residential property or have another residential lease or tenancy. This includes but is not limited to inheriting a property or buying a property.</p>	<p>This more fully explains the meaning of 'principal home' and makes it clear tenants must notify the Council if they have another home.</p>
<p><b>Fraud</b></p> 	13	20	<p><b>9.6 Tenancy Fraud and Attempts at Tenancy Fraud</b></p> <p>(a) You and anyone who lives in your home must not commit fraud or attempt to commit fraud in respect of your tenancy. This includes unlawful subletting, and/or sub-letting for profit, and knowingly making a false statement or withholding information in order to obtain a tenancy.</p>	<p><b>9.8 Tenancy Fraud and Attempts at Tenancy Fraud</b></p> <p>(a) By signing this agreement, you agree that the information given in your housing application was and is still true. You understand that if you obtained this tenancy by giving false information, the Council may apply for a court order to take back possession of the property.</p> <p>(b) You understand and agree to advise the Council of any change in circumstance which may affect your ability to pay the rent or right</p>	<p>Clearly requires tenants to notify the Council of actions which could be, or could result in, fraud.</p>

				<p>to claim benefits. You agree to notify the Council if anyone else comes to live with you at your property or if anyone listed as living with you at the property moves away.</p>	
<p><b>Lodgers and Subletting</b></p> 	4	8	<p><b>3.6 Subletting your home</b></p> <p>Subletting means giving a tenancy to someone else and charging them rent.</p> <p>(a) If you are a secure tenant or a secure flexible tenant and want to sublet part of your home you must get written permission from us.</p> <p>(b) Introductory tenants, Independent Retirement Living tenants and nonsecure tenants cannot sublet part of their homes.</p> <p>(c) You must not sublet all of your home. If you do we will take legal action against you to repossess your home</p>	<p><b>3.4 Lodgers and Subletting</b></p> <p>To sub-let means that someone (a sub-tenant) pays you rent but lives separately from the rest of your household. A lodger is someone who pays you rent, eats a meal with you and shares your home.</p> <p><b>(a) <u>Secure Tenants and Flexible Tenants</u></b></p> <p>You can take in a lodger or sublet part of your property but you must get written permission from us before they move in. This must not result in overcrowding and will only be permitted if you are under-occupying the property by at least one room. Any lodger or sub-tenant will need to provide us with proof of identity.</p> <p>You must not charge any lodger or sub-tenant more than your own rent.</p> <p>You must not sub-let the whole of the property in any circumstances. If you sub-let or part with possession of the whole of the property, your tenancy will cease to have any security.</p> <p><b>(b) <u>Introductory and Non-Secure Tenants</u></b></p> <p>You cannot take in lodgers or sublet any part of the property in any circumstances.</p> <p><b>(c) <u>Independent Retirement Living Tenants</u></b></p>	<p>More detailed requirements and more detailed sanctions for not living in the property as your main home and subletting all or part of the property.</p>

				<p>You cannot take in lodgers or sublet any part of the property in any circumstances and you cannot have overnight visitors for longer than 2 nights in a week without written permission from us.</p> <p>(d) <b><u>All Tenants</u></b></p> <p>If you do not reside at your property as your only or principal home and/or you have sublet the whole of your property and/or part of it without our written permission and/or you have parted with possession of the whole of your property, your tenancy will cease to have any security and we may end your tenancy by giving you four weeks' Notice to Quit.</p> <p>If you are a Flexible Tenant, we are entitled to 'break' your fixed term tenancy by serving the Notice to Quit as set out above.</p>	
<p><b>Data Protection</b></p> 	14	21-22	<p><b>12. Consulting you, changing the Tenancy Agreement, and the information we keep about you</b></p> <p>12.3 The Data Protection Act 1998 sets out how we can use and store your personal information. The Data Protection Act 1998 also gives you certain rights relating to the information we hold. The main rights you have are:</p> <ul style="list-style-type: none"> <li>• To see any information we hold about you (except information which identifies someone else); and</li> <li>• To ask us to correct any information that is wrong.</li> </ul>	<p><b>12. Consulting you, changing the Tenancy Agreement, and the information we keep about you</b></p> <p>12.3 The Council will process your personal data in line with all relevant legislation, including the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. The Council's Privacy Policy and our Housing Privacy Notice, both available on the Council website, set out in further detail how we may use and store your personal information, as well as your rights relating to the information that we hold about you.</p> <p>For the purpose of this clause personal information means any information we may hold about you (and</p>	<p>Updated in line with Data Protection regulation. This also adds details about holding, processing and sharing tenants' personal data; and tenants' rights in respect of the data held about them.</p>

		<p>12.4 If you want to see a copy of the information we hold about you, please contact us.</p> <p>12.5 Information Sharing</p> <p>(a) We are committed to the highest standard of quality information and every attempt has been made to present up to date and accurate information.</p> <p>(b) Any personal information you give to the Council is held securely and will be used only for Council purposes. Information that was collected for one purpose may be used for another Council purpose, unless there are legal restrictions preventing this.</p> <p>(c) All personal information is held in strict confidence but we may share this information where necessary with other organisations, including (but not limited to) where it is appropriate to protect public funds and/or prevent fraud in line with the National Fraud Initiative guidelines.</p> <p>(d) Using your information in this way allows us to deliver more efficient services that can be tailored to your individual needs and preferences.</p> <p>(e) We are required under Section 6 of</p>	<p>other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us.</p> <p>(ii) By signing this agreement you acknowledge that we will hold and use personal information relating to you. You acknowledge that we will hold and use all personal information obtained under this agreement (or from others) for the following purposes:</p> <ul style="list-style-type: none"> <li>• to carry out our obligations under this agreement</li> <li>• to carry out our obligations for general management of the estate and your property</li> <li>• to enforce our rights under this agreement</li> <li>• to keep to our obligations to others we employ or deal with to carry out our responsibilities and enforce our rights under this agreement (our obligations may be legal or contractual, including protecting their health and safety)</li> <li>• to carry out our obligations to our other tenants.</li> <li>• to comply with any other legal obligation; and</li> <li>• for research, marketing, consideration of and implementation of new services for tenants.</li> </ul> <p>(iv) We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in our Privacy Policy.</p> <p>(v) In order for us to carry out the above purposes, you acknowledge that we may need to pass on personal information relating to you to any third party as we may decide in order to carry out the above provisions. These other people may include:</p> <ul style="list-style-type: none"> <li>• any person we have asked to carry out general housing management, repair and maintenance work to the property or estate</li> </ul>	
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			<p>the Audit Commission Act 1998 to participate in the National Fraud Initiative data matching exercise. The data held by us will be used for cross-system and cross authority comparison for the prevention and detection of fraud.</p>	<ul style="list-style-type: none"> <li>• law enforcement officers</li> <li>• social services</li> <li>• local authorities and housing providers</li> <li>• support agencies, and</li> <li>• professional advisers.</li> </ul> <p>(vi) If you leave your home owing rent or any other money to us, you also acknowledge that we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.</p> <p>(vii) You have the right to inspect your file and computer information, and to record in writing any inaccuracies or disagreements. We may withhold information where we have the legal right to do so, for example :</p> <ul style="list-style-type: none"> <li>• information which identifies a third party who has not given their consent for the information to be passed on,</li> <li>• information provided by an external agency on the understanding that it will not be disclosed,</li> <li>• information that is the subject of legal privilege, statutory requirement, or could lead to legal action being taken against the individual or us</li> <li>• information which could cause physical or mental harm to an individual,</li> <li>• information which could cause commercial or financial damage to us.</li> </ul> <p>(viii) We will tell you the legal reasons why we may have to withhold certain personal information, should you request it.</p>	
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<p><b>Ending flexible tenancy</b></p> 	3	6	<p><b>2.3 Flexible Tenancy</b></p> <p>Your rights are set out in the Housing Act 1985, Part IV, particularly sections 107A to 107E. This tenancy is a secure tenancy (as above) but is for a fixed term, normally ten years. During the fixed term we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy such as if you have broken any of the conditions of this tenancy agreement. Before the end of your tenancy we will review your housing need and the way you have conducted your tenancy. If we decide to renew your tenancy we will grant you a further five year tenancy. If we decide not to renew your tenancy we will give you six months' notice.</p>	<p><b>2.3 Flexible Tenancy</b></p> <p>If you have a Flexible Tenancy your rights are set out in the Housing Act 1985, Part IV, particularly sections 107A to 107E. This tenancy is a Secure Tenancy (as above) but is for a fixed term for the period set out at the start of this agreement.</p> <p>During the fixed term we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy such as if you have broken any of the conditions of this tenancy agreement. Before the end of your tenancy, we will review your housing need and the way you have conducted your tenancy. If we decide to renew your tenancy, we will grant you a further tenancy or offer you a tenancy of an alternative property. If we decide not to renew your tenancy or you do not accept our offer of an alternative property, we will give you six months' notice that the tenancy will come to an end.</p>	References to five and ten year tenancies removed.
<p><b>Former Tenant Debt</b></p> 	6	10	<p><b>4.3</b> You must also pay any rent or other charges you owe us. Payments made by you will first be made to pay off any former debts from previous tenancies such as rent arrears or rechargeable repairs and finally rent for the property to which this agreement relates.</p>	<p><b>4.3</b> You must also pay any other charges you owe us. These charges are set out at the end of this agreement. If a sum is shown for an Arrears Charge, then it has been agreed that the Tenant owes to the Council unpaid rent or other charges relating to a previous tenancy, totaling the amount stated for Arrears at the end of this Agreement. The Tenant shall pay the Arrears Charge in accordance with the arrangement stipulated at the end of this agreement until the outstanding arrears have been paid in full.</p>	Any former tenant debt will be listed at the end of the Tenancy Agreement, along with an agreement for repayment.