



# TENANCY AGREEMENT

## Introductory and Secure Tenancy

### *Welcome to your new home*

We want you to enjoy living in your new home, and it is important that you fully understand the terms of your tenancy. We need to make clear what we expect from you as a tenant, and what you should expect from us as your landlord. Please ensure you keep this document in a safe place as you may wish to look at it if you have a question about your tenancy in the future.

Our simplified explanation of this agreement is as follows:

**This tenancy is a contract between a landlord and tenant. By this contract we allow you to live in one of our properties: we agree with you what your rights are, what you must do and what we must do. In addition to what is agreed by this contract, there are laws passed by Parliament that affect, can supplement and automatically change this contract.**

### Understanding your Tenancy

This Tenancy Agreement defines your obligations and responsibilities as a Council Tenant for the following types of tenancy:

- i. Introductory Tenancy
- ii. Secure Tenancy

This agreement is for both kinds of tenancy. All parts of this agreement apply to both Introductory tenants and Secure tenants, except for those parts which are highlighted as applying to Secure tenants only.

Please read this tenancy agreement carefully before signing the declaration below. If you do not understand any of the conditions or you need more information, please contact your Housing Office, a solicitor, a Law Centre, the Citizens Advice Bureau, a Housing Advice Centre or Shelter for help.

### Repayment of former tenancy arrears

This term applies where, immediately prior to the date of this agreement, you were a tenant of other premises owned by us (the 'previous tenancy').

Where you owe rent or any other outstanding sum to us at the end of the previous tenancy, then you agree to repay that sum in accordance with the agreement set out in **Schedule 1** (agreement left blank if not applicable), or any subsequent agreement entered into by you with us. Where you fail to keep to any repayment agreement, you are in breach of this term of the tenancy.

## **Fraud detection**

We may use the information you provide to us to prevent or detect fraud or other crimes. We may also share this information for the same purposes with other organisations that handle public funds or who enforce any criminal laws. The information may also be used for statistical surveys, which means we may pass this information in confidence to government departments and agencies.

## **Data Protection**

By signing this Agreement, you consent to us processing your personal data.

We will comply with the Data Protection Act 1998 and any replacement legislation including the General Data Protection Regulation. We will allow you to inspect personal information held by us about you and you can ask us to correct or record your disagreement with the information held.

By signing this Agreement you give consent to us to disclose personal information which we hold about you to third parties if it is reasonable for us to do so in the course of our business as a housing provider. Examples of third parties we may make disclosure to are benefit agencies (such as the DWP and housing benefit departments), other landlords, the police or other public agencies; tracing/debt collection agencies. We will not disclose sensitive personal information (e.g. medical records) except with your explicit consent or if otherwise authorised under the Data Protection Act 1998 or any replacement legislation.

# TENANCY AGREEMENT

## Introductory and Secure Tenancy



**This is a legal document. It describes the rights and responsibilities of Barrow Borough Council and, of you, the Tenant**

*This Tenancy Agreement is between:*

<b>Our name Our address</b>	<b>Barrow Borough Council</b> ('we', 'us', 'our', 'your landlord', 'the Council'), Housing Department, Town Hall, Duke Street, Barrow-in-Furness, Cumbria, LA14 2LD.  <b>This address is the address for the receipt of legal notices and any other communication arising from this agreement.</b>
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**AND**

<b>Your name(s)</b>	..... ..... (the 'tenant', 'you').  If there are joint tenants, the word 'tenant' applies to each of them. Each tenant has all of the responsibilities and rights set out in this agreement as if he or she is the only tenant.
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<b>Your address</b>	This agreement relates to the property at ..... ..... (the 'property').
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<b>Description of property</b>	The property consists of a .....  You will have sole use of the property.  With shared use of the building or estate which are used by all tenants usually within a block of flats or maisonettes.
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<b>Furniture and furnishings</b>	An inventory of furniture and furnishings (if provided) is listed in <b>Schedule 2</b> .
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<b>Date the tenancy starts</b>	The tenancy starts on ..... The first period of this tenancy will be from today's date to midnight on the following Sunday. Second and subsequent periods of this tenancy are from week to week commencing on the Monday immediately after the end of the first period.
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<b>Tenancy type</b>	<b>This is an Introductory tenancy until the trial period expires in accordance with Section 125 Housing Act 1996 (as amended) when it will become a Secure tenancy under the terms of this agreement.</b>
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<b>Serving of notices</b>	<p>The address for serving all notices on your landlord (including notices in proceedings) is Housing Department, Town Hall, Duke Street, Barrow-in-Furness, Cumbria, LA14 2LD.</p> <p>This address is provided under sections 47 and 48 of the Landlord and Tenant Act 1987. We may change this address, but we will tell you in writing if we do.</p> <p>Pursuant to section 196 of the Law of Property Act 1925 any notice required by law to be served on you shall be validly served if it is left at the property, or if it is posted to the address and not returned by the Post Office.</p>
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<b>Important information</b>	<p>This agreement sets out the terms and obligations of the tenancy. You should read it carefully. If you do not understand this agreement or anything in it, we strongly suggest you ask for it to be explained before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre.</p> <p>This tenancy is granted by us on the condition that you have not made any false statements to obtain it.</p> <p>This agreement is a legal contract binding on you and on us.</p> <p>If you need any translation service, please ask us before you sign this agreement.</p>
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<b>Declaration</b>	<ol style="list-style-type: none"> <li>1. I/we accept, jointly and severally, the tenancy on the terms offered and subject to the conditions contained in this tenancy which I/we have read and agree to comply with in all respects.</li> <li>2. I/we confirm that unless transferring from a secure tenancy, this tenancy agreement is subject to a trial period of 1 year beginning from the Introductory tenancy's start date. The trial period can be extended by a further 6 months.</li> <li>3. I/we understand that during the Introductory Period certain tenancy conditions as identified in the tenancy will not apply and that these will only apply once the tenancy converts to a Secure Tenancy.</li> </ol>
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SAMPLE COPY

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# TERMS AND CONDITIONS

## 1. GENERAL TERMS

### Rent and other charges

- 1.1 The weekly payments for the property will be made up of rent (inclusive of service charges):

#### Rent

Net rent	£
Service charges:	
Furnishings	£
Staircase cleaning	£
Water charges	£
Other	£
Total Weekly Rent	£

The above amounts may change from time to time under the terms of this agreement.

- 1.2 Your rent is due in advance. Therefore, you must pay your rent every week on or before the Monday it is due. You may be able to get help with paying your rent by claiming housing benefit or equivalent state benefit.
- 1.3 You are responsible for paying your rent even if you are entitled to benefits. Because of this, you should tell us immediately if there are any changes in your circumstances that may lead to your benefit being changed or stopped.
- 1.4 Any payments that you make to us will be applied firstly to any arrears owed to us and starting with the oldest arrears shown on the rent account, unless we expressly notify you otherwise in writing.
- 1.5 When your tenancy ends, you must pay us any rent or charges or costs you owe straightaway.
- 1.6 If you do not pay your rent or charges or costs, we have the right to take action against you.

### Changes in rent and other charges

- 1.7 The amount of rent and frequency of payment may be altered by us at our absolute discretion, after giving you a minimum of four weeks' written notice of

any alteration. If we change the amount of any other charges relating to the property, we do not have to give you any notice, but we will nevertheless write and inform you.

### **Your responsibilities outside of this agreement**

1.8 You are responsible for:

- (a) registering for Council Tax, and paying the Council Tax or any other charge you are asked to pay;
- (b) registering for and paying the charges of any utilities services such as gas, electricity, water or telephone if these are not provided by us;
- (c) insuring your contents in the property against theft, loss, damage by fire, flood or accidental damage and the property against deliberate, malicious criminal or accidental damage. You are strongly advised to take out full contents and tenants liability insurance; and
- (d) paying for the correct television licence if there is a television in the property.

### **Altering the agreement**

1.9 We have the right by law to change the conditions of this agreement.

1.10 If we want to change the conditions of this agreement we must take the following action:

- (a) we must give you a notice of the changes we plan to make and ask you for your comments within a reasonable time;
- (b) we must consider your comments and those made by other tenants and tenants' associations or their representatives;
- (c) we must give you at least four weeks' notice in writing before introducing the new conditions. This notice will give you details of the new conditions and from when they apply.

### **Obligations and correct information**

1.11 You must pay our reasonable costs and the costs of anyone working for us if we have to enforce the terms of this agreement. We reserve the right to recover these costs from any money you may pay us.

1.12 The failure or inability to perform any of our or your obligations mentioned in this agreement will not invalidate the agreement as a whole.

- 1.13 Our decision to give you this tenancy is based on the information that you have given us about your circumstances. If any of this information is not true, we can apply to the court to end this agreement.

### **Serving notices on you**

- 1.14 If we need to serve any document or notice on you, it will be validly served if it is handed to you, left at the property or sent to you by post or recorded signed for post. Where the front entrance door is shared with other flats or premises, delivery to the shared letterbox shall be sufficient.

### **Your Introductory Trial Period**

- 1.15 The Council has elected to operate an Introductory Tenancy scheme. This means that all new tenancies granted are introductory, unless one of the exceptions in section 124(2A) Housing 1996 (as amended) applies.
- 1.16 Subject to section 125 Housing Act 1996 (as amended), the “initial trial period” is one year from the tenancy start date. Any continuous period for which you have held another Introductory Tenancy or an Assured Shorthold Tenancy granted by a registered social landlord immediately before this tenancy will count towards the initial trial period.
- 1.17 We may extend the initial trial period by a period of 6 months (the “extended trial period”) by serving you with written notice before the initial trial period has expired.
- 1.18 The “introductory trial period” is therefore the initial trial period together with any extended trial period, if applicable.
- 1.19 The tenancy will remain an Introductory Tenancy for the introductory trial period.
- 1.20 At the end of the introductory trial period, the tenancy will automatically convert to an Secure Tenancy unless within the introductory trial period any of the following apply:
- (a) we have extended the initial trial period by a further 6 months; or
  - (b) we have taken action to end your tenancy.

If any of the above apply then your tenancy will continue to be an Introductory Tenancy until it is brought to an end or the enforcement action is over.

- 1.21 Before we take either of the steps referred to above we must serve you with a Notice of Extension or Notice of Termination within the timescales prescribed by law, giving our reasons for taking the action, and giving you the right to request a review of our decision. Your request for a review of our decision must be made within 14 days of the notice being served.

1.22 During the introductory trial period you DO NOT have the right to:

- (a) Take in Lodgers
- (b) Carry out improvements to your home
- (c) Exchange properties with another tenant
- (d) Exercise the Right to Buy the property

### **Additional Terms**

1.23 If the tenancy converts to a Secure Tenancy, the additional terms set out in **Schedule 3** to this agreement will apply.

### **Third parties**

1.24 Nothing in this agreement shall give any third party any benefit or the right to enforce any term of this agreement and the parties to the agreement may agree to cancel or vary this agreement in whole or in part without being required to seek or obtain the consent of any third party.

### **Amendments to legislation, our policies & procedures**

1.25 Any reference in this agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and also includes any later amendments and re-enactments.

1.26 Any reference in this agreement to a policy or procedure of the Council refers to that policy or procedure which is being used by the Council at the time it is to be applied to this agreement.

### **How we make decisions about permissions**

1.27 If a term in this agreement requires you to seek our permission, we will not unreasonably withhold or delay our permission.

1.28 We may attach reasonable conditions to our permission. Each of your and our obligations are not just for each other's benefit, but for the benefit of you, your neighbours, and our other tenants. We can take their proper concerns into account in deciding what is reasonable. You must comply with these conditions. If you do not comply with these conditions, we may withdraw our permission.

1.29 We will usually give our permission in writing.

### **Joint tenants**

1.30 If you are joint tenants you are each responsible for all of the rent and other charges and for any arrears of rent and/or other charges. We can recover all rent (and/or other charges) arrears owed from any individual joint tenant, so if one leaves the other(s) is/are responsible for any rent and/or other charges still owed.

- 1.31 You should be aware that if you hold a joint tenancy, a Notice to Quit served by either tenant will have the effect of ending the tenancy for both of you. In these circumstances you may not be entitled to remain in the property.

### **Data Protection**

- 1.32 The management of the Council's housing stock involves the processing of personal data of tenants, for example, for the purposes of allocation or determining a tenant's rights, and sometimes also of sensitive personal data such as ethnicity or gender. By signing this agreement you will also be giving your consent to the legitimate processing of such data in accordance with the Data Protection Act 1998 and any replacement including the General Data Protection Regulation.

### **Complaints**

- 1.33 If we do not meet our responsibilities under the tenancy agreement, you can do the following:
- (a) Contact the Council's Housing Department to make a complaint.
  - (b) Use the Council's complaints procedure (you can get details of our complaints procedure from the Council's Housing Department or from our website).
  - (c) Speak to your local councillor.
- 1.34 If you are dissatisfied with the Complaints Procedure, you can contact the Local Government Ombudsman. The Ombudsman would normally expect a complainant to have exhausted the Complaints Procedure before getting involved.

### **Right to repair the property**

- 1.35 By law under the right to repair we must carry out certain qualifying repairs within set time scales. If we do not do this you can tell us to give the job to a different contractor and claim compensation. Before doing this you must first obtain our permission.

### **Right to be consulted**

- 1.36 By law you have the right to be consulted before we make changes in our housing management or maintenance policy if these changes are likely to affect you greatly.

### **Right to see information**

- 1.37 By law you can see any information we have about the terms of this tenancy, our duty to repair the property and our policies and procedures for consulting and transferring tenants and allocating housing.

## **2. WHAT WE MUST DO – OUR OBLIGATIONS**

**We agree to do the following:**

### **Possession**

2.1 We will give you possession of the property to occupy as your only or main home at the start of the tenancy.

### **Your right to live in the property**

2.2 We will not enter the property without your permission unless:

- (a) we need to inspect the condition of the property or its services or carry out repairs on it or on a property next door (we will always try to get your permission first and we will give reasonable notice except in an emergency);
- (b) a court has given us possession by ending the tenancy;
- (c) you no longer live in the property and the tenancy has been ended by a 'Notice to Quit'; or
- (d) you no longer live in the property having abandoned it and we have elected to treat your act as a surrender of the tenancy by way of operation of law.

### **Repairing the structure and exterior of the property**

2.3 We will keep in repair the structure and exterior of the property including drains, gutters and external pipes.

### **Repairing installations**

2.4 We will maintain any installations that we provide for space heating, water heating, sanitation and supplying water, gas and electricity. This includes basins, sinks, baths, toilets, flushing systems and waste pipes.

2.5 If the heating system breaks down, we do not have to give you extra heating equipment during the period of repair.

### **Other repairs**

2.6 We are not responsible for repairing anything that does not belong to us or that you, anyone living with you or your visitors have damaged.

2.7 We are not responsible for restoring the property if it is damaged by a fire, a flood or an accident, which could not be avoided.

### **Replacement and repairs**

2.8 When we have assessed that it is our responsibility to replace or repair we will take into account:

- (a) the age of the property;
- (b) the character of the property;
- (c) the remaining life of the component or whole structure; and
- (d) the area it is in.

### **Repair of furniture and fittings**

2.9 We will keep in repair and working order any items of furniture and fittings we provide and which are listed in the inventory in Schedule 2 [and for which we charge a service charge].

### **Insurance**

2.10 We will insure the property against fire and other risks we think are important.

### **3. WHAT YOU MUST DO - YOUR OBLIGATIONS**

**You agree to do the following:**

#### **Possession**

- 3.1 You must move into the property within seven days from the start of the tenancy and use it as your only or main home. Your Housing Benefit or any equivalent state benefit may be affected if you have not moved into your property within seven days from the start of your tenancy.
- 3.2 If you cannot move into your property within seven days from the start of the tenancy you must inform the Housing Department straight away.
- 3.3 You must not give up possession of the property or sub-let the whole or any part of it.

#### **Rent and other charges**

- 3.4 You must pay the rent and other charges in advance on or before the Monday of each week.
- 3.5 Some of the grounds for possession that we may use are about non-payment of rent.
- 3.6 You are responsible for paying your rent even if you are entitled to benefits. Because of this, you should tell us immediately if there are any changes in your circumstances that may lead to your benefit being changed or stopped.

#### **Using the property**

- 3.7 You must occupy the property as your only or principal (main) home.
- 3.8 We can take possession of the property if you do not occupy the property as your only or principal home. You must inform us in writing and in advance if you expect to be absent from the property for more than thirty days. If you fail to notify us of such an absence, we shall consider that you have abandoned the property once thirty days has passed since you last stayed there. You must also tell us if the property is regularly empty during the week and you must make sure that the property is left secure.
- 3.9 If you receive Housing Benefit or any equivalent state benefit, you must tell us at once if you are going to be away from your property for any length of time, because it may affect the amount of benefit you receive. This agreement does not prevent you from going away on holiday, it is designed to protect you and prevent your property from being treated as abandoned.
- 3.10 You must not run a business from the property unless we have agreed in writing and you have any other necessary permission(s). We will not grant

permission if we consider that it is likely to cause a nuisance and annoyance to your neighbours or if it is likely to cause damage to the property (this is not intended to be an exhaustive list of considerations). If we give permission and the business does cause a nuisance, we will withdraw the permission and give you twenty eight days' notice to stop using the property to run the business.

3.11 You must not use your property for illegal or immoral purposes.

3.12 You are responsible not only for your own behaviour but also for the behaviour of anyone else living with you and visitors (including children and animals).

### **Nuisance**

3.13 You must not cause, or engage in conduct which is capable of causing, a nuisance or annoyance to neighbours or any others visiting or engaged in a lawful activity in the locality of the property. You must not allow people who live with you (including children), your animals or visitors to do this.

### **Noise**

3.14 You must not play or allow anyone else living with you or visiting you to play a radio, television, record, tape or musical instrument so loudly that it causes a nuisance or annoys neighbours.

3.15 You will not use or allow anyone else living with you or visiting you to use any domestic machinery or DIY equipment in such a way or at such times (e.g. at night or early morning) that it causes nuisance and annoyance to other people.

### **Anti-social behaviour**

3.16 You agree not to act, nor to allow anyone else living with you or visiting you (including children and animals) to act, either directly or indirectly, in a way which causes, or is capable of causing, a nuisance, annoyance, disturbance, distress, harm or fear to other persons in the local area or to any of our tenants, employees, representatives or contractors. This includes conduct in the property, on surrounding land, in communal areas and in the local area around the property. It includes, but is not limited to:

- (a) using or threatening to use violence;
- (b) verbal abuse;
- (c) use or supply of any illegal substance;
- (d) excessive noise e.g. music;
- (e) dumping rubbish;
- (f) not keeping your animals under control;

- (g) graffiti;
- (h) offensive drunkenness; and
- (i) shouting and arguing.

### **Racial and other harassment**

3.17 You must not harass anyone, particularly because of their race, colour, religion, age, sex, sexual orientation, transgender status, economic status, immigration status or disability. In particular you must not do this on or near any of our properties. You must not allow anyone living with you or visiting you to do this.

3.18 You or anyone living with you or visiting you must not harass our staff or anyone working for us such as agents or contractors. We regard abusive behaviour as harassment and take it seriously.

'Harassment' includes:

- (a) violence or threats of violence;
- (b) abusive or insulting words or behaviour including telephone calls, text messages or other electronic communication including online social networking/media sites;
- (c) damage or threats of damage to property belonging to someone else;
- (d) writing threatening or insulting graffiti; and
- (e) anything else which is intended to interfere with the peace or comfort of someone else or cause offence to them.

### **Our staff**

3.19 You will treat our employees and representatives politely and with respect.

3.20 You will not threaten, abuse or commit any act of violence against our employees or representatives. Nor will you allow anyone living with you or visiting you to do so. This includes acts which are likely to injure, intimidate, cause alarm or distress.

3.21 We operate a zero tolerance approach to abuse of our employees and representatives meaning that we will take immediate firm action in response to any such behaviour.

## **Domestic violence**

- 3.22 Not to harass, assault or mentally, physically or sexually abuse anyone living with you or visiting you, nor allow anyone living with you (including a joint tenant) or visiting you to do so.
- 3.23 If anyone living with you has left the property because of violence or threats of violence towards them, or a member of their family who was living with them, and we are satisfied that the person who has left is unlikely to return, we may take action to regain possession of the property.
- 3.24 If we are able to substantiate acts of domestic violence against a joint tenant, we may consider offering a sole tenancy to the victim.

## **Drugs, solvents or other prohibited substances**

- 3.25 Not to keep, use, sell or trade, and ensure that anyone living with you or visiting you (including children) do not keep, use or trade in:
- (a) prohibited drugs;
  - (b) solvents other than for the purpose for which they were manufactured; and
  - (c) any other prohibited substances.

## **Animals**

- 3.26 You will keep animals kept at the property under control.
- 3.27 You will not keep any animal that might damage the property or cause a nuisance or annoyance to other persons in the neighbourhood, anyone visiting the property or a neighbouring property, or any of our tenants, employees, representatives or contractors.
- 3.28 You may keep fish, birds or mammals which are housed in cages, bowls or tanks inside the home and do not need to be allowed outside of the property. Written permission is required for all other pets. We will not give permission for any dog considered to be a dangerous dog in the Dangerous Dogs Act 1991.
- 3.29 You will keep your dog/s on leads and under proper control when walking them in any public area.
- 3.30 You will take reasonable steps to prevent any animal in your care from fouling in the property or in shared areas outside the property. For example, on roads, footpaths, communal gardens or play areas in the local area. If your animal does foul in the property or in these areas you must clean up after them immediately and dispose of the waste hygienically.

- 3.31 You will not keep any animal which we reasonably say is unsuitable or dangerous.
- 3.32 We reserve the right to require you to remove any animal from the property permanently (for example where it is causing a nuisance), even if permission was originally given or not needed.

### **Repairs**

- 3.33 You must arrange and pay for minor repairs. This includes but is not restricted to:
- (a) clearing blocked sinks, baths, wash basins, toilets and drains caused as a result of the actions or neglect of you or anyone living with you or visiting you;
  - (b) repairing or replacing door handles, latches and locks and gate catches;
  - (c) replacing door keys;
  - (d) replacing plugs for sinks, baths and wash basins;
  - (e) replacing tap washers;
  - (f) replacing batteries to smoke detectors if there are any;
  - (g) replacing toilet seats and toilet roll holders;
  - (h) replacement of loose internal door locks, latches, handles and hinges;
  - (i) replacement of light bulbs, tubes and tube starters; and
  - (j) repairing and maintaining your own household equipment such as cookers and washing machines.

If we carry out any repairs which are your responsibility, examples of which are referred to above, we will charge you our reasonable costs for doing so.

### **Improvements & alterations**

- 3.34 You must not improve, change or add to the property during the introductory tenancy period.
- 3.35 If you carry out improvements in breach of clause 3.35 above and fail to put right changes you have made, you will be charged the costs of returning the property to the original state. If you fail to do so, we may carry out the works and you will be liable to us for the cost of doing so.

- 3.36 You will repair and maintain any improvements made by you or by previous tenants which were notified to you in writing as part of the lettings process.

### **TV aerials and satellite dishes**

- 3.37 You must not put up a radio or television aerial, satellite dish or similar item unless you have written permission from us. We may require you to remove any such item that is erected without our permission.
- 3.38 To remove, at your own cost, a television aerial or satellite dish if we require access to the property or the common areas for decoration or repairs.
- 3.39 Unless you previously obtained our permission otherwise, to remove any television aerial or satellite dish when you move out of the property. If you leave a television aerial or satellite dish we reserve the right to dispose of these items and to charge you for our reasonable cost of removing them.

### **Looking after the inside of the property**

- 3.40 You must keep the inside of the property in a clean and tidy condition and free from vermin. You must decorate all of the inside of the property as often as necessary to comply with this obligation, but you must not apply Artex or any similar materials to walls or ceilings unless you have our written permission to do so.

### **Communal areas**

- 3.41 You must keep clean and tidy the communal areas outside the property (for example, the hall, stairway, any shared facilities and garden) unless you pay us to provide this service.
- 3.42 You must not obstruct any communal areas. If we feel that any item is an obstruction or a hazard we may remove it after giving you reasonable notice and dispose of it, and charge you our reasonable costs for doing this.
- 3.43 You must only use fire escape stairs for emergency purposes.
- 3.44 If there is a communal entrance or entrances to the property you must not let anyone who you do not know into the building and you will not jam any communal entrance or fire safety door(s).
- 3.45 In properties where there is a shared alleyway leading to the rear gardens, it is the responsibility of the tenants living next to the alleyway to keep it clear and tidy. If we are required to clear any such area we will re-charge you our reasonable costs for this.

### **Storage in the property**

- 3.46 You must not keep gas cylinders, bottled gas, paraffin, petrol or any other potentially dangerous, flammable or explosive thing or substance in the

property or in any communal areas around the property, except those items or substances which are required for general household use and those that are reasonably needed for medical or everyday purposes.

- 3.47 You must not keep motor cycles and mopeds inside the property or in indoor communal areas such as entrance halls, stairs and landings and similar.
- 3.48 You should not leave bicycles anywhere that they could cause an obstruction or a fire hazard.
- 3.49 You must not use the garden or any other external areas to store rubbish, scrap metal, or vehicle parts (including tyres).

### **Damage**

- 3.50 You must make good to our satisfaction any damage to the property, or the fixtures and fittings, which has been caused by you or anyone living with you or visiting you (including children and animals). If you fail to do so, we may carry out the works and you will have to pay us for the cost of doing so.
- 3.51 You must replace all broken glass promptly with glass of the same quality, where you or anyone living with you or visiting the property has caused breakage.
- 3.52 You must not, and must not allow anyone living with you or visiting you (including children and animals) to damage our property (including the communal areas and any fixtures and fittings in the communal areas) and any energy efficiency equipment, in any way. This includes nailing, screwing or pinning anything to plastic window frames: you must not decorate them or treat them as wooden window frames, which means, for example, you must not varnish or paint them. It also includes driving vehicles across communal areas where vehicles are not permitted.
- 3.53 We will do only the repairs that the law and this agreement say we must if the property is damaged by:
  - (a) vandalism, neglect, deliberate destruction or any similar action caused by you, anyone living with you or visiting you (including children);
  - (b) the actions of any animal kept in the property; or
  - (c) condensation caused by not using the property properly.
- 3.54 We will charge you the costs reasonably incurred for any work we do to the property or any of our property that is necessary because of damage covered by clauses 3.51 to 3.54 or by neglect other than fair wear and tear.
- 3.55 The above obligations do not include ordinary wear and tear.

## **Reporting repairs which we must do**

3.56 You must tell us as soon as reasonably possible if your property is in need of repairs that we are responsible for.

## **Furnished tenancies**

3.57 We may rent furniture to you with the property. All the furniture provided by us is detailed in Schedule 2 to this agreement and is not transferable to another property or removable without our express permission.

3.58 You, or anyone living with you or visiting you (including children and animals) must not do the following:

- (a) sell, rent or give away any of our furniture. If you do we will ask the court for permission to evict you and pay us compensation for the furniture as well as our costs.
- (b) deliberately damage or vandalise our furniture.
- (c) move our any of our furniture from the property without our written permission/consent.

3.59 You must let our employees and contractors enter the property at reasonable times to inspect the furniture or carry out repairs.

3.60 You are responsible for repairing any damage to our furniture which you, or anyone living with you or visiting you (including children and animals), cause.

3.61 You must report immediately to the Housing Department any repairs that need carrying out to our furniture which we are responsible for.

3.62 When you move out, you must leave our furniture in the property in a good state. We will inspect the furniture before you leave. We may charge you for broken or damaged items.

## **Letting us in**

3.63 You must allow our employees, agents and/or contractors, at all reasonable times and having given reasonable notice, access to:

- (a) carry out any of our obligations under this agreement or imposed upon us by law (including the carrying out of the annual gas safety inspection);
- (b) repair the property or any part of it (including where you have failed to do a repair for which you are responsible);
- (c) inspect the property (with or without prospective tenants) or any furniture which has been let to you under this agreement;

(d) carry out works and improvements to the property or an adjoining property; or

(e) provide any other services.

3.64 To pay our reasonable costs where you have failed to allow access or rearranged appointments for repairs, servicing or other works despite being given reasonable notice.

3.65 If there is an emergency which could injure someone or cause damage to any property, we may need to enter your property (in any way) without giving you notice. If necessary we will make sure that the property is secure afterwards.

### **Temporary vacation of the property**

3.66 Where we are required to, or deem it necessary to, carry out repairs or other works (the 'works') to the property or the building or estate of which the property forms part, whether by the terms of this agreement, statute, regulation or otherwise, which cannot reasonably be carried out whilst you remain in occupation of the property then:

(a) in exchange for us providing alternative and temporary accommodation you shall vacate the property for as long as it is necessary for us to carry out the works; and

(b) upon the works being completed (as to the date of which our decision shall be final) you shall vacate the temporary accommodation and reoccupy the property.

### **Assigning your tenancy**

3.67 Whilst this tenancy remains an Introductory Tenancy you cannot assign/pass on the tenancy unless it is in accordance with the limited situations as prescribed in law. For further details please refer to the Council's Assignment Policy.

### **Overcrowding**

3.68 You must not allow more than the number of people permitted by law to live at the property at any one time.

### **Lodgers and subletting**

3.69 During the trial period of your Introductory tenancy you do not have the right to take in a lodger.

3.70 Once the tenancy becomes a Secure tenancy you may take in a lodger, you must do so in accordance with clause 5.4 of Schedule 3 below.

3.71 You must not sublet the whole or any part of the property.

## **Gardens**

3.72 You must:

- (a) keep your garden tidy (including all front, side and rear gardens, pathways and driveways) and free from rubbish;
- (b) get our permission in writing if you want to plant any tree in your garden;
- (c) not remove any tree or hedge from the garden without our prior written permission;
- (d) not allow any hedge to grow more than 2 metres high;
- (e) not allow garden to grow to such an extent that it interferes with the passage of light; and
- (f) maintain all dividing fences and hedges between the property and any other home in a neat and tidy condition.

3.73 If you have a dog, you must make sure there is adequate fencing so that the dog cannot get out of your house/flat/maisonette, garden or balcony by itself (subject to any formal consents or planning regulations).

3.74 We can, on giving reasonable notice in writing, enter the property and do any work we think is necessary if you:

- (a) neglect your garden;
- (b) allow any tree or bush (including those that are diseased or dead) to be a nuisance, danger or a potential nuisance or danger;
- (c) allow any tree or bush to be planted in such a position or to grow to such an extent as to be a potential cause of damage to our property or to a neighbour's property;
- (d) allow any tree or bush to damage or interfere with a nearby pipe, wire, electrical installation or structure (including a road, footway, paved or surfaced area); or

- (e) do not fence your garden, and we have asked you in writing to undertake this work but you have failed to do so.

3.75 You may have to pay us our reasonable costs for any work we have to do.

3.76 You must not build, permanently or otherwise, a garage, pigeon loft, shed, dog kennel, bird aviary, beehive, greenhouse, fence or any other building or erection in the garden without written permission from us and all other necessary approvals (for example planning permission or building regulations approval). If the building causes nuisance or annoyance to anyone in the local area, or is deemed by us to be dangerous, we may ask you to remove it.

### **Balconies**

3.77 If you have a balcony, you must:

- (a) keep it clean and tidy;
- (b) keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours;
- (c) not allow any animal to foul it;
- (d) not throw anything from it; and
- (e) not light fires including barbeques on it.

### **Parking**

3.78 You or anyone living with you must not:

- (a) park a vehicle on the property or on any other property owned by us unless there is a dropped kerb and except on a driveway or other paved area meant for parking;
- (b) park a boat, commercial vehicle, caravan, trailer, motor home, low loader or similar on any part of the property or any communal parking areas without first getting our written permission;
- (c) park in a way that might obstruct:
  - (i) the emergency services;
  - (ii) other road users;
  - (iii) anybody who uses pavements, footpaths, access ways;
  - (iv) the access to any homes in the area;
  - (v) the access to any garage; or
  - (vi) access for domestic utility suppliers or their agents;

- (d) park any commercial vehicle that weighs over 3.5 tonnes on any property owned by us;
- (e) park or leave any illegal, unlicensed, untaxed or unroadworthy vehicle or any vehicle for which a SORN declaration has been made on our land including authorised parking areas;
- (f) park or drive any vehicle on or over any grass verge, communal garden, communal open space or similar land owned by us;
- (g) frequently (i.e. more than once a week over a month) do major repairs to any car, motorcycle, or other motor vehicle, on the property or on any property owned by us;
- (h) allow engine oil or any similar substance to be poured down any drains or over any road or other surface;
- (i) sell, rent, licence or give away any parking space or garage which we provide to you, or attempt to do so or the local authority; or
- (j) act in contravention of any parking conditions or rules which apply to any estate roads or parking areas issued by us.

3.79 We will take no responsibility for any vehicles parked on our property in any circumstances. You, anyone living with your or your visitors park there at your own risk.

### **Health and safety and fire precautions**

3.80 You must comply with any health and safety or fire safety instructions and you must not do anything that might endanger the health and safety of other occupants or our staff.

3.81 You must take all responsible precautions to prevent fire, flood or other damage to the property.

3.82 You must not store, park, recharge the batteries of or repair any motorised vehicle (petrol or electric) inside your home or in any communal or shared areas other than an area identified for such purposes.

3.83 You must put all rubbish in appropriate bin bags and dispose of it in the bins, chutes, containers or communal bin areas provided for this purpose. You will make sure that only recyclable products are put in the appropriate recycling bins. You must not put hot ash in the bins, nor other materials likely to damage them.

3.84 You will keep washing and drying areas and any other shared areas clear of rubbish and obstacles.

- 3.85 You must not tamper with or interfere with or alter the electrical or gas systems, installations or meters in or serving the property.
- 3.86 You must not hoard items inside or outside of the property if that may be a fire or health risk or prevent access to the property.

### **Ending the tenancy**

- 3.87 You must write to us in the form prescribed by us (a 'notice to quit') at least 4 weeks before you want to end the tenancy. This notice must end on a Monday. Within our discretion, a defective notice to quit may be accepted as valid. If you do not give us a proper notice you will have to go on paying the rent and other charges until we recover possession of the property.
- 3.88 Once you have given us notice, you must:
- (a) allow us to see inside the property, and show new tenants round, at any reasonable time by making an appointment with you; and
  - (b) give us your new address; and
  - (c) continue to pay the rent and other charges until the tenancy ends.
- 3.89 Valid notice to quit from one joint tenant will be sufficient to end the tenancy even if the other joint tenant does not agree.

### **Moving out**

- 3.90 You must give us 'vacant possession' of the property when you move out. This means that:
- (a) you must hand all keys for the property to the Housing Department before 12 noon on the Monday (or next working day) your tenancy termination notice expires;
  - (b) no-one must be left in the property;
  - (c) you must remove all furniture that does not belong to us, personal possessions and rubbish; and
  - (d) you must empty any garages or sheds that you rent with the property.
- 3.91 You must leave the property and all our fixtures and fittings in good condition for the next tenant. This includes carrying out any repairs that you are responsible for.

3.92 We will charge you for any reasonable costs that arise from clearing the property or making good any damage or repairs that were your responsibility or arose from your failure to inform us of repairs required.

3.93 If you do not return the keys to us before midday on the day after the tenancy ends, we will change the locks and charge you for the reasonable cost of this work.

**Property you leave behind**

3.94 If you leave any of your belongings in the property after you have returned the keys to us and your tenancy has ended, we may sell or dispose of them after we given you reasonable notice of our intention to do so. Our reasonable costs will be payable by you. Any money collected from any sale of the items will be first credited against the costs of storage and sale, and second against your rent account.

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## **4. YOUR RIGHTS BY STATUTORY LAW**

### **Right to live in the property**

- 4.1 You can live in the property for as long as the tenancy lasts and we will not interrupt you or interfere unless our employees or contractors need to get in.

### **Your right to access**

- 4.2 You may come and go within your property and in the communal areas as you wish, at any time of day or night, but you must respect the right of your neighbours to peaceful enjoyment of their accommodation.

### **Your security as a tenant**

- 4.3 You can live in the property as an Introductory tenant or Secure tenant (as the case may be subject to clauses 1.15 to 1.19 above) as long as it is your only or principal (main) home. We can end the tenancy if we get a court order for possession of the property on the basis that:

- (a) we have served you with a notice to terminate your Introductory tenancy which complies with section 125 of the Housing Act 1996; or
- (b) one or more of the grounds listed in Schedule 2 or Schedule 2A of the Housing Act 1985 is satisfied.

- 4.4 A summary of the principal grounds for possession currently in force in Schedule 2 and Schedule 2A of the Housing Act 1985 is set out below. This summary is included for your information. The inclusion of this summary does not restrict the use of the grounds nor does it restrict us from using any grounds that may be amended or introduced before or after the commencement of this tenancy.

- (a) If you are behind with your rent or you have not kept to your tenancy conditions;
- (b) If you have caused a nuisance or annoyance to your neighbours or you have been convicted of using your home for illegal purposes;
- (c) If any of 5 conditions are satisfied relating to a serious criminal offence being committed, a breach of a civil injunction, a breach of a criminal behaviour order, the property is subject to a premises closure order or there has been a breach of a statutory abatement notice or order. The conditions can be satisfied on the basis of the behaviour of the tenant or a person residing or visiting the property;
- (d) If you have threatened violence or been violent towards a person living with you;
- (e) If you have caused damage to your property because you have neglected it, or if someone living with you has caused any damage and you have not taken reasonable steps to remove them;

- (f) If you obtained your tenancy by fraud;
- (g) If your home is overcrowded;
- (h) If we need your home empty in order to carry out repairs, or we need to demolish or rebuild part or all of your home;
- (i) If your home is specially adapted or has special features which are suitable for a disabled person and; there is no longer a disabled person living in your home and the property is required for a person who is disabled.

### **Ending the tenancy if it stops being an introductory or secure tenancy**

4.5 If your tenancy is no longer an Introductory or Secure tenancy (for example, because you have stopped living at the property as your only or principal home) we can end the tenancy by giving you four weeks' notice in writing.

### **Passing the tenancy on if you die**

- 4.6 If you die the tenancy will pass on to your joint tenant, where one exists.
- 4.7 If you are a sole tenant and you die, the tenancy will, where applicable and in accordance with the law pass to a successor. For further details please refer to the Council's Succession Policy.



## SCHEDULE 2 INVENTORY (Furnished Property)

### INVENTORY OF FURNITURE AND FURNISHINGS

Where indicated we provide the following furniture and furnishings at this property:

	Tenants flat / Room *	Communal areas
Bed	<input type="checkbox"/>	<input type="checkbox"/>
Armchairs	<input type="checkbox"/>	<input type="checkbox"/>
Chest of drawers	<input type="checkbox"/>	<input type="checkbox"/>
Wardrobe	<input type="checkbox"/>	<input type="checkbox"/>
Desk	<input type="checkbox"/>	<input type="checkbox"/>
Chair	<input type="checkbox"/>	<input type="checkbox"/>
Carpet	<input type="checkbox"/>	<input type="checkbox"/>
Curtains	<input type="checkbox"/>	<input type="checkbox"/>
Window blinds	<input type="checkbox"/>	<input type="checkbox"/>
Bedside table	<input type="checkbox"/>	<input type="checkbox"/>
Settee	<input type="checkbox"/>	<input type="checkbox"/>
Kitchen table and chairs	<input type="checkbox"/>	<input type="checkbox"/>
Washing machine	<input type="checkbox"/>	<input type="checkbox"/>
Spin dryer	<input type="checkbox"/>	<input type="checkbox"/>
Tumble dryer	<input type="checkbox"/>	<input type="checkbox"/>
Cooker	<input type="checkbox"/>	<input type="checkbox"/>
Fridge	<input type="checkbox"/>	<input type="checkbox"/>
Freezer	<input type="checkbox"/>	<input type="checkbox"/>
Other (list below)	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/>	<input type="checkbox"/>

## SCHEDULE 3

### ADDITIONAL RIGHTS ONCE THE TENANCY BECOMES A SECURE TENANCY

Once the tenancy becomes a Secure Tenancy you will have all the rights which the law gives to a Secure tenant. These additional rights are summarised below.

#### Assignment & Mutual Exchange

- 5.1 You cannot assign (handover) the tenancy unless it is in relation to one of the following circumstances:
- (a) To someone who is living with you if they would qualify to take over the tenancy if you died (“assignment to a potential successor”);
  - (b) By way of mutual exchange (see clauses 5.2 and 5.3 below);
  - (c) If ordered to do so by the Court.
- 5.2 You may exchange your property with another Local Authority or assured tenancy whose landlord is a private registered provider of social housing, a registered social landlord or a housing trust which is a charity, providing your rent account is up to date at the time and prior written permission is obtained from us. We may sometimes refuse to give you permission to exchange with another tenant on certain grounds or we may give our permission and include specific conditions. You must carry out these conditions before any move takes place.
- 5.3 You must not exchange your property before you have our written permission to do so. If you do not wait for this permission, you will have no legal right to be in that other property and could end up homeless. In these circumstances, we would have not duty to re-house you.

For further details regards the above rights please refer to the Council’s Assignment and Mutual Exchange Policies.

#### Right to take in lodgers

- 5.4 If you live in a fully self contained property, you can take in a lodger but you must tell us before you do so. If you qualify for Housing Benefit or any equivalent state benefit, this may affect the amount of benefit that you receive. If you are late in telling us, your benefit may be reduced and any overpayment recovered from you.

#### Right to Buy

- 5.5 As a Secure tenant you may be entitled to buy your property. If you are interested in buying your home you can contact the Housing Department for more details.

### **Right to make improvements**

- 5.6 You have the right to make improvements to your home, but you must obtain written permission from us first. You must also comply with all building regulations and obtain any necessary planning permission. You will be responsible for the on-going maintenance of any such improvements.

### **Right to compensation for own improvements**

- 5.7 If we have given you permission to make improvements to your home, you can claim compensation for some improvements when your tenancy ends, but any compensation will depend on the age/or the current condition of the improvement.

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