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Tenancy Agreement

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Conditions of Tenancy For Secure and Introductory Tenants

HOUSING SERVICES



Charnwood

Leading in Leicestershire

Tenancy Agreement

Housing Services' Copy / Tenant's Copy

This Agreement makes you a tenant of Charnwood Borough Council.

This document is the contract which sets out our responsibilities as your landlord, and your rights and responsibilities as a tenant.

The address of the property rented in this Agreement is:

The property is rented to:

This Tenancy starts on:

Monday

There are two types of Council Tenancy

- 1) Introductory Tenancies; and 2) Secure Tenancies

You have (one of the boxes below should be ticked):

An Introductory Tenancy (please read the notes on the next page)

A Secure Tenancy (Please read the notes on the next page)

"I confirm that I have read, understand and agree to follow the conditions in the Tenancy Agreement."

Tenant(s) signature(s)

Signature for Charnwood Borough Council

Date

1. Your Tenancy Agreement

The front page of this Agreement indicated what type of tenancy you have. The following information tells you more about each type of tenancy.

All the sections of this Agreement apply to both Introductory and Secure Tenancies unless they are marked as not applying to a particular type of tenancy.

An Introductory Tenancy:

- a) For the first 12 months of your tenancy you are an Introductory Tenant and not a Secure Tenant. An Introductory Tenancy is like a trial tenancy.
- b) If there are no problems in the first 12 months of your tenancy then you will automatically become a Secure Tenant. However, if you repeatedly break or seriously break this Agreement then we can apply to the Court for a possession order. You have a right of review against our decision to apply to evict you. Further information on Introductory Tenancies is provided in the Tenants' Information Pack or is available from Housing Services.

You will become a Secure Tenant on:

- c) This means that you will have all the legal rights of a Secure Tenant after the date in the above box. Your tenancy will automatically change and you will not have to sign a further Agreement.
- d) As an Introductory Tenant you have fewer legal rights than a Secure Tenant. The legal rights of Secure Tenants are set out in this Tenancy Agreement. The rights that do not apply to Introductory Tenants are clearly marked.

These rights are listed below.

Introductory Tenants have the following legal rights:

- The right of repair (see page 6, 3b, for explanation)
- The right to succeed (see pages 14/15, 7e)
- The right to assign (see page 15, 7f)
- The right to be consulted (see page 13, 6a)

Introductory Tenants do not usually have the following legal rights but in some circumstances we may use our discretion and give you written permission for the following:

- The right to improve your home (see page 6, 3c)
- The right to claim compensation for improvements to your home (see page 7, 3d)
- The right to exchange your home with another council tenant (see page 16, 7g)

Introductory Tenants **do not have** the following legal right

- The right to buy your home (however the first 12 months will count towards the discount)
- The right to take in lodgers
- The right to sub-let part of your home

Introductory and Secure Tenancies

- e) The Tenants' Information Pack is a collection of leaflets that provide you with information about being a Tenant. The Tenants' Information Pack does not form part of this Agreement. The leaflets will be updated from time to time and will be available from Housing Services.
- f) This Agreement may be varied at any time by the consent of both parties or by a Notice of Variation. Before we serve any Notice of Variation we will tell you that we are going to serve the Notice and give you details of any planned changes. Your views and comments on the planned changes will be considered. This procedure does not apply to changes in your rent. Rent is dealt with at Section 2 of this Agreement.
- g) **Definitions** - in this Tenancy Agreement the following words and phrases have the meanings shown below:

Property/ Home – housing accommodation, garden, balcony, shed, fence, wall or any building we have let to you under this agreement.

Shared Areas – the parts of the building which all the tenants can use - this includes stairs, lifts, landings, entrance halls, paving, shared gardens and yards, parking areas or bays which you share with other tenants.

Tenant – the occupier of the property who signs this Agreement – applies to all individual and joint tenants.

You and Your – refers to the tenant/s

We, Us and Our – refers to Charnwood Borough Council

h) **Notices**

Any notice we give under this Tenancy Agreement may be served on you:

- in person
- by leaving it at your home or at your last known address; or
- by sending it first class post to your home or last known address.

Any notice you serve on us should be addressed to:

Head of Housing
Charnwood Borough Council
Southfields
Loughborough
Leicestershire
LE11 2TT.

2. Your Rent

- a) Your rent is due every Monday.
- b) Your rent includes all charges shown on the rent card. It does not include charges for Water Services or Council Tax. We will send you separate bills for Council Tax. The Water Services will send you bills for their services.
- c) If you do not pay your rent then we can serve a notice on you telling you that we are applying to the Court to evict you from your home. **You cannot be evicted from your home without a Court Order.**
- d) If you have any difficulty paying your rent then you should contact Housing Services.
- e) If you are a joint tenant then you are each responsible for all the rent and for any rent arrears. We can get back all the rent that is owed for your home from any joint tenant. If one tenant leaves, the other tenant or tenants can be held responsible for any rent that is owed.
- f) The current amount due for your rent is shown on your rent card. We may change your rent, but we will let you know in writing at least four weeks before we make any changes.
- g) Your rent should be paid to:

Charnwood Borough Council
Southfields
Loughborough
Leicestershire
LE11 2TT

3. Repairs and Improvements

Our Responsibilities

a) We are responsible for:

- keeping the structure of your home in good repair;
- keeping in proper working order all of our installations for the supply of water, gas, electricity, sanitation and waste pipes;
- keeping in proper working order our installations for room heating and hot water;
- keeping in proper working order all our fixtures and fittings;
- keeping the shared areas of your neighbourhood, including play areas, clean and well maintained.

Your Rights

b) **The Right of Repair**

You have the right for repairs to be carried out as quickly as possible.

When you report the repair work we will give you a notice telling you what work we will carry out, who will carry out the work and when the work will be completed.

Depending on the type of repair work required you may qualify for compensation should we fail to carry out the work. This is dealt with under the 'Right to Repair Scheme' – information on this scheme is provided in the Tenants' Information Pack or is available from Housing Services.

If we fail to carry out our responsibilities of repair under this Agreement then you may be able to take legal action against us. You should consult a Solicitor, a Law Centre or the Citizens' Advice Bureau.

c) **The Right to make improvements.**

Secure Tenants have the right to carry out alterations and make improvements to their home at their own expense. **For Introductory Tenants this right is at the discretion of the Head of Housing. You must get our permission before any work is carried out.** We will not refuse permission without a good reason. You will be responsible for the ongoing maintenance of any improvements you make.

d) **The Right to Compensation for Improvements.**

At the end of a Secure Tenancy you have the right to apply to us for compensation for certain improvements you have made to your home, which were started on or after 1 April 1994. **Introductory Tenants may also be eligible for compensation at the discretion of the Head of Housing.** If you are buying your home, you will not get compensation, as these improvements are not included in the purchase price. You should ask at Housing Services if you would like more details about this.

Your Responsibilities

- e) You are responsible for keeping the inside of your home in good condition. This includes the fixtures and fittings and internal decoration. You will be responsible for any windows that you break or damage. If we discover any unauthorised alterations, you must remove them before the end of the tenancy and repair any damage caused by their removal. If we have to carry out this work we may charge you the cost of the work.
- f) Your home must be handed back to us in as good condition as it was at the start of the tenancy, allowing for general wear and tear of the property.
- g) You must report to us any damage to your home as soon as possible. You must also report any faults that could cause injury or damage to either people or property. Damage should be reported to Housing Services.
- h) You must allow our employees or agents into your home to inspect it and carry out necessary repairs or improvements to your home or nearby properties. We will normally give you at least 24 hours notice in writing of our need to enter your home. If you do not allow us into your home then you may be putting yourself and your neighbours at risk. In certain circumstances we may apply to the court for an order that you let us in.

Do not let anyone in your home without seeing official identification – all our staff and contractors carry official identity cards.

- i) You must repair, at your own expense, any damage caused to your property, fixtures or fittings by any member of your household, visitor or pet. You are responsible for any damage caused by you, anyone living with or visiting you. This damage could include acts of vandalism by you, members of your household or your visitors e.g. smashing windows. If we have to carry out this work we may charge you the cost of the work.

- j) You must have our permission before you carry out any additions, alterations, replacements or improvements to your home. This does not cover standard interior decorating. Any work that requires our permission must meet our specifications, meet the building regulations and have received the necessary planning permission.
- k) You must get our permission to paint the outside of your home.
- l) If you live in a flat, you must get our permission to put up any type of aerial or satellite dish.
- m) You must repair and pay for any damage to your home that is caused by your own fixtures and fittings. If we have to repair the damage we may charge you the cost of the work.

4. Your Community

Our Responsibilities

- a) We are responsible for keeping your neighbourhood clean and safe.
- b) We will take all complaints of nuisance and harassment seriously. We will look into your complaints and decide what action to take.

Your Responsibilities

- c) You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for their behaviour when they are in your home, in shared areas, in your neighbourhood or on any of our premises.
- d) You must not do, or allow, anything in your home or in the neighbourhood which is a source of nuisance, annoyance, distress or abuse to other people.
- e) You are responsible for making sure that all your visitors and members of your household (including children) behave properly in your home or in any part of the neighbourhood. This means that they should respect other people's rights to enjoy their home and surroundings peacefully and should not be a source of nuisance, annoyance, distress or abuse to others.
- f) You and the people you are responsible for must not do anything in your neighbourhood to harass or cause a nuisance to any person because of his or her racial origin or colour.
- g) You and the people you are responsible for must not do anything in your neighbourhood to harass or cause a nuisance to any person because of his or her religious views, sex, age, disability, or sexuality.
- h) You and the people you are responsible for must not use or threaten violence against any other person in your home or in your neighbourhood.
- i) You and the people you are responsible for must not use abusive language or use or threaten violence against any of our officers, employees, councillors or agents.
- j) You and the people you are responsible for must not commit or allow to be committed any illegal activity, such as drug dealing, in your home, in shared areas, in your neighbourhood or on any of our premises.

- k) You and the people you are responsible for must not allow noise to annoy your neighbours. This includes, but is not limited to, using a television, radio, hi-fi and musical instruments.
- l) You are responsible for any domestic pets in or around your home. You must not allow your pets to cause any nuisance, annoyance or danger to neighbours or visitors to your home.
- m) If you are a tenant in a block of flats or maisonettes you are responsible, along with neighbouring tenants, for keeping the internal shared areas, such as stairs and landings, clean and tidy.

The following are examples of the types of behaviour, which are unacceptable and which we may take action on. It is, however, not an exhaustive list of such behaviour:

Noise

Criminal behaviour

Harassment of all types, including racial harassment

Intimidation of other people

Domestic violence and abuse

Dealing in illegal drugs

Alcohol and solvent abuse

Nuisance from vehicles

Nuisance from business use

Overgrown gardens

Verbal abuse

Damage to Council property

Keeping disruptive or dangerous animals

Leaving rubbish in, and misuse of, communal areas

Spraying graffiti

Vandalism

Rowdy behaviour

Ball games near homes

Misuse of shared security/door entry systems

5. Living in Your Home

Your rights

a) The Right to Quiet Enjoyment

You have the right to occupy your home in peace.

b) The Right to take in Lodgers

Introductory Tenants DO NOT have this right.

You may take in lodgers providing you do not overcrowd your home.

A lodger is someone who lives in your home as a member of your household. You do not need our permission to take in lodgers but you should let us know if you have a lodger. Having a lodger may affect your entitlement to housing benefit.

c) The Right to sublet part of your home

Introductory Tenants DO NOT have this right.

You have the right to sublet part of your home. You need our permission to do this but we will not refuse permission without good reason. You cannot sublet all of your home.

Subletting is when you rent out a self-contained part of your home. A subtenant may share your facilities, but they can stop you from going into the parts of your home that they live in.

Your Responsibilities

d) You must live in your home and use it as your only or main home.

e) You must let us know in writing if you are going to be away from your home for a continuous period of more than six weeks. If your home is left empty for unreasonably long periods, you may have to give up the tenancy.

f) You must not sublet all of your home as this may lead to you losing your tenancy.

g) You must not block or obstruct air vents to gas appliances

h) You must get rid of your rubbish properly and must not store it in any place where it could cause a fire, attract vermin or cause other damage

to people or homes. You must not dump your rubbish in shared areas or in the neighbourhood.

- i) You must keep your garden tidy. This includes the lawn, hedges, trees, shrubs, balconies or any shared area that is let as part of the tenancy.
- j) You must not store or dump furniture, appliances or any other unwanted items in your garden, any land let with your home, shared areas or in your neighbourhood.
- k) You must ensure that articles, liquid or gas, which could increase the chance of a fire or explosion, are stored and handled responsibly.
- l) You must only park vehicles at your home or in the neighbourhood where you have a driveway or an authorised parking site. You will be told where you can park when you move into your home.
- m) You must not park vehicles including caravans, boats or any vehicle used for business purposes (other than a car or bike) at your home without our permission.
- n) You must not carry out major car repairs in the land around your home, on the road or any shared area.
- o) You must not abandon any vehicle on our property, for example in car parking areas provided for flats, or in your neighbourhood.
- p) You must not keep a dog (except a guide or hearing dog) if you live in sheltered accommodation. If you wish to keep any other pet then you should speak to Housing Services.
- q) Pets must not be allowed to foul any shared areas, the neighbourhood or Council property.
- r) You must not keep an animal at your home that we decide is unsuitable for your home. If you are in any doubt then you should speak to Housing Services.

6. Tenant Involvement

Our Responsibilities

- a) We must consult with any tenant or group of tenants on matters which may affect their tenancies, homes and estates. Any views and comments expressed will be taken into account when making a decision.
- b) We must ask your views about any planned changes to the Tenancy Agreement. You will be told in writing of any changes. This is known as a Notice of Variation. This procedure does not apply to changes to your rent.
- c) We will give you four weeks written notice of any changes to your rent.

Your Rights

- d) **Right to Information**
You have the right to see certain information held by us in relation to your own housing circumstances. If you want to look at any information then you should speak to Housing Services.
- e) **Right to join Tenants' Groups**
You have the right to start or join a local tenants' group. You should ask Housing Services about groups in your area or about how to start one.
- f) **The Right to Manage**
Tenant organisations have the right to take over managing their homes or estate. The scheme allows tenant organisations to run services instead of us. This type of management can only take place with our full agreement. You should ask at Housing Services for more details.
- g) **Cabinet and Committee Meetings**
As a member of the public you can attend Cabinet meetings, which decide how Council services are run and managed, and Housing Scrutiny Committee meetings, which scrutinise the Council's Housing Service. You can find out more by enquiring at the Council's Service Shop.

7. Ending your Tenancy

This section deals with the ways that your tenancy may legally come to an end.

- a) If you want to leave your home then you can end your tenancy by giving us four weeks notice in writing. The tenancy will always end on a Monday. In the case of joint tenants, notice from one tenant will end the whole tenancy.
- b) If you have an **Introductory Tenancy** then we can end the tenancy if you repeatedly break or seriously break this Agreement. We will serve you with a Notice of Proceedings giving you 6 weeks notice that we are applying for an order of the Court for Possession. Introductory Tenants **can** be evicted more easily than Secure Tenants if there is a need to do so. You have a right of review against our decision to apply to court to evict you. Further information on Introductory Tenancies is provided in the Tenants' Information Pack or is available from Housing Services.

The Notice of Proceedings will tell you why we are seeking possession.

- c) If you have a **Secure Tenancy** then we may end your tenancy if you repeatedly break or seriously break this Agreement. We may apply for an Order for Possession from the Court after we have served you with a Notice Seeking Possession stating the reason(s) why we are applying to evict you. Further information on the grounds for possession is contained in the Tenants' Information Pack or is available from Housing Services.

The Notice Seeking Possession will tell you why we are seeking possession.

Your Rights

d) **Security of Occupation**

You have the right to occupy your home for as long as you wish so long as you do not breach the conditions of your Secure Tenancy. If you repeatedly break or seriously break this Agreement then we may decide to start Court Proceedings to evict you. **You cannot be evicted from your home without a court order.**

e) **The Right of Succession to a tenancy**

Succession is the transfer of your tenancy to someone after you have died. The law states that only certain people can inherit (succeed to) your tenancy. We have extended the rights of succession to unmarried couples and same sex couples. Succession can usually only take place once, so if you inherited your tenancy from a relative then no one can or has the right to inherit your tenancy. However we may allow a succession to take place again in special circumstances.

The people that we allow to succeed are:

- your husband or wife with whom you live, or
- your unmarried partner with whom you have lived for at least 12 months, or
- your same sex partner with whom you have lived with for at least 12 months, or
- a member of your family for example child, parent, grandparent, grandchild, brother, sister, aunt, uncle, nephew or nieces providing they have lived with you for at least 12 months.

Your husband, wife, partner or relative who succeeds you will become a Secure Tenant and will have the same rights as you under this Tenancy Agreement.

Where your home passes to someone other than your husband, wife or partner then we may consider whether your home is too big for your relative. If we decide that your home is too big for your relative then we can serve a Notice within one year and can apply to the court for possession of your home. In these cases, we will offer your relative a smaller home.

If you do not have a husband, wife or partner and there is more than one relative asking to succeed to your tenancy then, if they cannot agree who will succeed you, we will decide.

f) **The Right to assign your tenancy**

Assigning your tenancy is where your tenancy is legally passed onto someone else. Where there has been a legal assignment then you will no longer be the tenant for that property. Assignment is only allowed in the following situations:

- Assigning the tenancy under the Right to Exchange (see below) but only with our written permission; or

- In the case of Joint Tenants where the Court assigns the tenancy to one of the joint tenants following a divorce, family breakdown or dispute regarding maintenance for your children. This type of order is known as a property adjustment order. If you want to know more about this type of order then you should consult a Solicitor, the Citizen's Advice Bureau, or a Law Centre; or
- Assigning your tenancy to a person who is legally entitled to succeed you. This includes your husband, wife, partner or relative (see right of succession above) You must have our written permission for this type of assignment and we may refuse permission if your home would be too big for your husband, wife, partner or relative.

g) **The Right to Exchange**

Secure Tenants have a legal right to swap (exchange) their home with another Secure Tenant. **For Introductory Tenants this right is at the discretion of the Head of Housing. You must get our written permission first.** Permission cannot be withheld unless either tenant is going through legal proceedings for possession, or unless the exchange would lead to either home being too big or too small for the new tenant.

Your responsibilities

- h) You must tell us in writing at least four weeks before you want to leave your home. This four-week 'notice' must end on a Monday. You must return your keys to the Housing Services on the day that you leave your home.
- i) If you do not return your keys to us then we will have to change the locks to the property and we may charge you for the cost of doing this.
- j) You must leave your home and the fixtures and any furnishings we have provided in as good condition as they were when the tenancy started, this does not include normal wear and tear. Do not leave any of your belongings behind – we will dispose of them if you do and charge you for the cost of doing so.
- k) If you are a joint tenant then any one of you can end the tenancy by giving us four weeks notice. We will decide if the other joint tenant can stay in your home.
- l) You must not and cannot assign your tenancy without our written permission.