

Tenancy Agreement

Your Secure Tenancy Agreement is a legal contract.
It describes your rights and responsibilities
as Tenant(s) and ours as Landlord



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1 Introduction

- 1.1** Your Secure Tenancy Agreement is a legal Contract describing the conditions of your tenancy. It sets out our duties as your landlord, and your rights and responsibilities as tenant.
- 1.1.1** If there is anything you do not understand, please contact your Housing Officer, seek legal advice, or contact the Citizens Advice Bureau. If you want to know more about anything contained within this document, again, please contact your Housing Officer. We will do our best to provide you with the information you need.
- 1.1.2** It is important that you understand that if you break any terms of this agreement, then we may take you to Court, which could result in you losing your home.
- 1.2** We will give you an additional copy of this Tenancy Agreement on request. If you want a copy of this Agreement in another language, or in another form, please tell us and we will try to provide one as soon as we reasonably can. However, in the event of any dispute, it is this version of the Agreement which is binding on you and the Council.
- 1.3** Further information on matters relating to your tenancy are contained in the Tenants' Handbook, a copy of which will be given to you when you sign the Agreement.
- 1.4** Any notices or documents served by you in connection with any legal proceedings, or concerning this Agreement, must be served on the Council at the following address:
- Riverside House
Milverton Hill
Royal Leamington Spa
CV32 5HZ
- 1.4.1** Any legal notices which need to be served on you will be validly served if posted or delivered by hand to your home, whether by Royal Mail delivery or otherwise. This statement is required by Section 48 of the Landlord and Tenant Act 1987.
- 1.5** The Council may vary the terms of your Tenancy Agreement at any time, but only by following this procedure:
- 1.5.1** Consulting Tenants Organisations about the proposed variation.
- 1.5.2** Giving a notice to you setting out the effect of the proposed variation and inviting your comments by a set date.
- 1.5.3** Sending you a further notice telling you when the variation will take effect. This notice will give you at least 4 weeks to accept or reject the variation.
(See also Ending your Tenancy - Section 11).
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2 Your Rent

2.1 The term 'rent' includes the weekly rent, service charge, support charge and any other weekly charges applicable to the tenancy.

Your Responsibilities

2.2 It is a condition of this Agreement that you pay the rent on time.

2.3 Rent must be paid weekly unless agreed otherwise by us. Whatever payment cycle is agreed, rent must always be paid in advance. Rent not paid when it is due is classed as **arrears**.

2.4 You can pay your rent in the following ways:

- Standing Order
- Direct Debit
- Send a cheque in the post
- Payment by debit card by telephone or at one of the Council's cash offices
- Payment by AllPay card at a third party venue operating that scheme.

You can choose which way to pay. Having chosen the method you prefer, **it is essential that you keep to it. Your home may be at risk if you do not.**

2.5 However, if your circumstances change, you may change the way you pay. If this applies to you, talk to the Housing Services Department. We encourage payment of rent by Direct Debit or Standing Order. Please ask for a form if you would like to pay for your rent in this convenient way.

2.6 If you are Joint Tenants you are each responsible for all of the rent and for any rent arrears. We can recover all rent arrears owed for your home from any individual Joint Tenant. So if one leaves, the other(s) is/are responsible for any rent still owed.

2.7 If you need help paying your rent, you should apply for Housing Benefit. You must tell the Housing Benefit Office and the Benefits Agency about any changes in your circumstances as they may affect your entitlement, and you must comply promptly with all requirements of the Benefits Office.

2.8 **You may lose your home if you do not pay your rent.** If you experience difficulties in paying your rent, please contact the Debt Recovery Officer for your area. We will do all we can to help and advise you and if necessary will be able to refer you to the Citizens Advice Bureau for independent financial advice. If you are evicted from your home, the Council will not have an automatic duty to rehouse you.

Our Responsibilities

2.9 We may increase (or decrease) the rent at any time, although this will only normally happen once a year in April. You will be informed in writing at least 4 weeks before the change.

2.10 If you do not wish to pay the increased (or decreased) rent you can give us 4 weeks notice in writing, and give up your tenancy. This will require you to give 'vacant possession' (i.e. the keys handed in with the property left empty of all your personal property) with no expectation that the Council will offer you a new home.

3 *Your Rights*

- 3.1** This Tenancy gives you Security of Tenure (see paragraph 3.2) whilst you use the property as your only and principal home under the Terms of the 1985 Housing Act. You must therefore live in the property as your main home throughout the tenancy.
- 3.2** If you have to leave the property for more than 6 weeks you must let us know in advance, and also inform us of the date you propose to return.
- 3.3** Security of Tenure means that you have the right to live in the property without interference from us as long as you do not break any of the Conditions of this Agreement.
- 3.4** You have the right to peaceably enjoy your home, without interference from others, including the Council (See Section 6 - Letting us into the property).
- 3.5** You have a right to have certain repairs carried out within a specific period (See Section 5 - Repairs and Maintenance).
- 3.6** You have the right to be consulted about any proposals for change in the way we manage, maintain, improve, demolish, sell or transfer Council homes, or changes to do with the services or facilities provided to Council Tenants.
- 3.7** If you die while a tenant, your tenancy will pass to your husband, wife or partner, if they lived with you in the property at the time of your death. If you do not have a spouse or partner, the tenancy may pass to another relative if they had been living with you continuously for the 12 months before your death. This is called 'succession'. If the tenancy passes to your spouse or partner, we will not move them if they want to stay in the property. If your tenancy passes to another relative and it is larger than they need, we may require them to move to another suitable property.
- 3.8** You have the right to take in a lodger. We ask you to tell us about this immediately, and then let us know when they leave. If you are in receipt of Housing Benefit you must also notify the Housing Benefit Section.
- 3.9** You have the right to sublet part of your home, but you do need our prior written permission. If you wish to sublet all of it for any reason (e.g. working abroad) please contact the Housing Services Department.
- 3.10** You have the right to exchange/swap your home with another Council tenant, a Registered Social Landlord tenant or a tenant from another Council. However, there are certain conditions which have to be met before permission is granted by both landlords. You also have the right to apply for a Transfer to alternative Council accommodation.
- 3.11** You may have the right to buy your home, after living in your property for 2 - 5 years. Please ask for the Right to Buy leaflet which will tell you more about your right to buy.
- 3.12** We will provide you with annual information about our performance in providing your housing services.
- 3.13** You have the right to improve or alter the property, but you must get our written consent first. We will not unreasonably withhold permission, but we may apply conditions such as the standard of the work, the manner in which it is done, the need to obtain any necessary approvals, e.g. Planning Permission or Building Control approval, and what must happen at the end of your tenancy.
- 3.14** When your tenancy ends, you may be entitled to compensation for certain improvements if you have made them with our permission. If payable, we will deduct any sums owed to us. We will not pay compensation if the tenancy has ended because you broke the conditions in this agreement.

Responsibility for Others

- 3.15** You must ensure that no-one living with you, or coming to the property (and no animal you or any such person brings to the property), does anything which is forbidden to you by this agreement.
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4 *Using Your Home*

- 4.1** You and any person living in or visiting the property must take good care of the property and use any fixtures and fittings only for the purpose intended.
- 4.2 You must:**
- a)** Keep the interior of the property clean and well decorated;
 - b)** Help keep the communal areas (halls, landings and stairs etc) in a clean and tidy condition if you live in a flat or maisonette;
 - c)** Not allow anyone to damage, deface or remove any part of the property without lawful authority/permission;
 - d)** Take all reasonable precautions to protect the property against damage, dilapidation or other harm resulting from fire, flood, decay, infestation, damp, freezing pipes or any other cause;
 - e)** Ventilate and heat your home adequately and follow any advice given by the Council to prevent condensation (if condensation occurs, you may be responsible for the cost of any repair work, unless it occurs as a result of a fault in the building);
 - f)** Ensure that the property is kept safe from intruders at all times;
 - g)** Give the Council prompt notice of any disrepair, defects, blocked drains or unsafe or unhealthy conditions in the property or any communal areas which it might be our responsibility to put right;
 - h)** Not interfere or allow anyone else to interfere with any property belonging to a supplier of gas, electricity, water, telephone, cable television or other services;
 - i)** Regularly test and keep any smoke alarm we have provided in good working order and replace batteries as and when necessary.
- 4.3** If the property includes a garden or yard, you must keep it tidy and/or well cultivated and:
- a)** Keep in good and safe condition any structure not installed by the Council (for instance any shed, greenhouse, car port, lean-to or conservatory) and any steps, path or other hard surface and any dividing fence;
 - b)** Prevent any tree from becoming a nuisance or danger but not cut it down without our written consent.
If you fail to do this, we may decide what work is necessary to comply with this duty and you must then do it or pay the cost of us undertaking the work in default.
- 4.4** You must make good any damage to the property caused during repairs or improvements undertaken by yourself or contractors working on your behalf.
- 4.5** Unless we have given written notice to the contrary, you are responsible for the repair and maintenance (at your own expense) of any alteration you have made during this tenancy.
- 4.6** You are strongly advised to have a current Contents Insurance policy for the contents of your home. We can give you details of our low cost Tenants Contents Insurance Scheme.
- 4.7** If you have given Notice that you are going to leave, you may be requested to allow potential new tenants to view. If so, the visitors will always be accompanied by a Housing Officer and the visit will take place at a time convenient for you.
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5 Repairs and Maintenance

Our Responsibilities

5.1 Before the tenancy begins, we will inspect your property and the common parts, to ensure that it is wind and water tight and generally fit for occupation. If it needs work to bring it up that standard, we will do it before the tenancy begins. Any other work may be carried out after the tenancy begins.

5.2 During your tenancy, we will keep it wind and watertight and generally fit for occupation.

In particular we will:

- Keep the structure and exterior of the property in repair
- Keep in repair and in proper working order any installations in the house provided for:
- Maintain the services allowing water, gas, and electricity to be supplied to your home.
- Provide sanitation (for example basins, sinks, baths, showers etc.)
- Provide hot water heating
- Provide space heating (for example central heating) including fireplaces, flues and chimneys.
(Installations include those which we own or lease which directly or indirectly serve the house).
- We will not however, be responsible for repair of any fixtures and fittings not belonging to us which makes use of gas, electricity or water. Neither will we be responsible for the repair or maintenance of anything installed by you or belonging to you which you would be entitled to remove from the house at the end of the tenancy, unless we have agreed in writing.

5.3 We will arrange for a Corgi Registered Contractor to inspect annually any gas installations we have provided.

5.4 We will carry out repairs within a reasonable time of becoming aware of the need for them. The repair(s) will be carried out by contractors and finished as quickly as is reasonably possible, to a workmanlike standard using good quality materials. You have the right to have certain repairs carried out within specified timescales under the Secure Tenants (Right to Repair) Regulations 1994. Further information about these regulations and our timescales for repair are available from us.

5.5 If your property is served by a communal television or communications aerial provided by us, we will take all reasonable steps to repair as soon as possible, after we have been notified of a defect. Where repair or maintenance is necessary, we will do our best to minimise disruption to you. We will not be liable for any losses resulting from the malfunctioning of this apparatus, unless it is due to our own negligence.

5.6 Where the permission, consent or co-operation of another party is required before we can undertake repairs or other work to your home or communal areas, we will take all reasonable steps to obtain it. However, the repairs or work may be delayed until or unless we are successful.

5.7 Nothing contained in this Agreement makes us responsible for repairing damage caused by you or anyone living with you or a visitor to your house. This paragraph does not apply to damage caused by:

- Fair wear and tear
- Glazing repairs or other damage by vandals provided that you supply proof of a criminal report reference number and you have reported it to us as soon as the damage is discovered.

5 Repairs and Maintenance

5.8 Any repair that would normally be the responsibility of the Council may be held to be rechargeable to you if it is found that it has arisen due to neglect or wilful damage. Identifying some rechargeable repairs may not be possible until our contractor has visited, but if it can be identified in advance, the repair will not be undertaken unless you pay in advance or the repair represents a threat to your property or your health and safety.

5.9 If a repair is deemed to be rechargeable you must pay the cost of the repair work if asked.

Your Responsibilities

5.10 You must report to us, as soon as possible, any damage to the property or common parts, or loss or damage to our property. You can do this by any method you choose. You can arrange for someone else to do this on your behalf. Remember, our duty to repair only starts when we become aware of the need for repairs.

5.11 You must use the house in a proper manner. This includes carrying out minor repairs and maintenance. Such repairs and maintenance include, but are not limited to the following:

- Maintaining anything installed or improved (unless we have agreed in writing to accept the maintenance responsibility).
- Decorating the inside of the property. (When your tenancy ends we will assess the standard of decorations and if necessary recharge the cost of any work we have to undertake to bring the decorations to a reasonable standard).
- Replacing lost or broken keys or changing the locks or repairing damage caused if you force entry because you have lost or broken your keys (if we undertake this work the costs will be rechargeable to you)
- Replace light bulbs, tubes and starters for fluorescent lighting, electric plugs and fuses.
- Replacing batteries when required, in smoke detectors we have provided and testing them regularly.

5.12 If we have delayed or failed to carry out certain types of repair, you may be entitled under the Secure Tenants (Right to Repair) Regulations 1994 to instruct a Contractor to carry out the work. You may also be entitled to compensation.

5.13 You may have a common law right to carry out the repairs yourself and deduct the cost from your rent where we have failed to carry out repairs we are obliged to do. We strongly advise you to take legal advice before doing this.

Note: The common law is the law as stated by Judges in past cases, rather than by Act of Parliament.

6 *Letting us into the Property*

- 6.1** We will not (apart from the following rights of entry) interfere with your peaceful occupation of the property during your tenancy, so long as you comply with the Conditions of the Agreement.
- 6.2** You must, after being given 24 hours notice in writing, ensure that any person authorised by the Council is allowed to enter the property and carry out the following tasks:
- a)** Inspection, including inspections for gas safety
 - b)** Repairs or other works to the property, or any other property, which we are obliged, or entitled to carry out, under a Tenancy Agreement, or other legal duty or power
 - c)** Improving the property, or any other property, or the safety of, or the services or facilities offered to, the occupants of the property, or any other property
 - d)** Dealing with any nuisance arising in the property or elsewhere
 - e)** Preventing any damage to the property, or any other property
 - f)** Protecting the health and safety of any person
 - g)** Ensuring compliance with these Conditions
 - h)** Disinfestation
- 6.3** Any person authorised by us shall have the right to enter the property to carry out any of these tasks, without your permission and using any necessary means, if it appears to the Council that:
- a)** There has been no response to written notice
 - b)** No person is present in the property
 - c)** There is an imminent risk of physical harm to any person or significant damage to property, or any other property
 - d)** The property is unoccupied and inadequately secured against unauthorised entry, or vandalism.
- 6.4** We will make good any damage caused when entering the property without your permission and afterwards secure the property against unauthorised entry.

However, you must be satisfied that the person is properly authorised. Ask to see identification. Refusal to allow entry to a person who does not have satisfactory identification will not be a breach of this Condition.



7 *Anti-Social Behaviour*

7.1 We want you to enjoy living in your home and we recognise your right to enjoy living life as you choose, as long as this does not make other tenants' lives miserable. A good neighbour will tolerate and understand the different lifestyles of others. We ask that all tenants and their households are considerate towards their neighbours and help to create caring and happy communities. We will do what we can to promote harmony on all estates and to deal with any problems. The Council seeks the co-operation of its tenants when taking action against nuisance tenants.

7.2 Definition of Anti-Social Behaviour

Persistent, on-going behaviour that has caused or is likely to cause harassment, alarm or distress to one or more persons not of the same household as him/herself.

- 7.3** To comply with this Condition you, your friends and relatives and any other persons living in or visiting the property (including children, lodgers and sub-tenants) must not do the following:
- (a)** Anything which causes or is likely to cause a nuisance to anyone in the local area.
 - (b)** Anything which interferes with the peace, comfort or convenience of other people in the local area.
 - (c)** Harass anyone in the local area because of their race, nationality, sexually, sex, religion or disability.
 - (d)** Use the property for any criminal, immoral or illegal purpose, including selling or using any illegal drugs, solvents or other prohibited substances, or storing or handling stolen goods.
 - (e)** Threaten, abuse, harass or assault anyone in the local area.
 - (f)** Threaten, abuse, harass or assault our employees or Councillors.

Please note abuse includes verbal as well as physical abuse and any other behaviour which is intended or likely to alarm, distress or intimidate.

7.4 Anti-social behaviour includes the following

- Using or threatening to use violence
- Harassment, on the grounds of race, colour, religion, sex, sexual orientation or disability. Harassment includes verbal abuse, as well as physical violence and threats.
- Playing music loudly
- Banging and slamming doors
- Damaging or threatening to damage property
- Drug, alcohol abuse or any combination of them
- Dumping rubbish
- offensive behaviour resulting from drunkenness
- Not keeping your pets under control
- Dogs barking
- Criminal activity in property (resulting in a conviction)
- Graffiti of any kind
- Using the property for illegal/immoral purposes (resulting in a conviction)
- Interference with any equipment for detecting or putting out fires in the property
- Cause damage to communal areas
- Interference with the security and safety equipment in communal blocks. Where a door entry system is fitted, doors should not be jammed open and strangers should not be let in without identification
- Selling drugs of any kind, or any solvents or other prohibited substances (resulting in a conviction).

These are examples only and not a complete list.

8 *Respect for Others*

You are responsible for the behaviour of every person (including children, lodgers and sub-tenants) living in or visiting your home. This responsibility includes behaviour in communal areas and within the locality of your home.

You must not do the following

- (a) Anything in the property which could cause a danger to anyone in the property or in the local area.
 - (b) Throw anything through the windows of the property or off balconies.
 - (c) Use portable oil, paraffin or gas cylinder heaters in your home.
 - (d) Keep or use bottled gas containers in the dwelling without first obtaining the written consent of the Council.
 - (e) Keep more than 5 litres of petrol, paraffin or other similar substances in the property, and only then if kept in a safe container.
 - (f) Let anyone you do not know into the shared/communal areas.
 - (g) Place anything on a window ledge or balcony which could be a danger to anyone living in the property or in the local area.
 - (h) Feed birds in communal areas.
 - (i) Damage communal areas.
 - (j) Park vehicles in areas other than those set aside for parking.
 - (k) Keep any weapon or other dangerous object in your home which is prohibited by law. You must get the Council's written consent to keep any weapon in your home.
 - (l) Abandon vehicles on the estate.
 - (m) Carry out maintenance of your vehicle if it detracts from the appearance of the area e.g. oil spillage.
 - (n) Put up structures such as sheds, garages and pigeon lofts without the Council's written consent.
 - (o) Run a business from your property or on any land owned by the Council without the Council's written consent.
 - (p) Allow your garden or yard to become overgrown or unsightly.
 - (q) Park unlicensed or un-roadworthy vehicles on the property, on the highway or anywhere on the estate.
 - (r) Keep motor vehicles, caravans, boats or trailers within the curtilage of the dwelling or elsewhere on the estate without first obtaining the written consent of the Council.
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9 *Animals*

- 9.1** You must comply with any direction given by the Council prohibiting or imposing conditions on the keeping of any animal, or kind of animal, at the property.
- 9.2** Tenants are allowed to keep fish, caged birds, small caged animals and other domestic pets if under proper control. However, animals such as cats and dogs are not allowed in flats and maisonettes having communal entrances, staircases or lifts.
- 9.3** You are responsible for any animal in, or visiting your property, which must not cause any annoyance, or nuisance, including frightening and endangering other people.
- 9.4** Dogs must be accompanied by the tenant, or a responsible member of the household, and kept on a lead on estates.
- 9.5** You must comply with any signs displayed in a grassed open space which prohibit or regulate fouling and not allow your pet to foul or soil any other communal areas or children's play areas. You must also clean up any fouling by your pet.
- 9.6** You and any person living in, or visiting the property, must keep any animal in his or her care in a responsible manner and under proper control at all times.
- 9.7** You must not keep any livestock. Examples of which are (but not limited to) horses, donkeys, goats, pigs, cattle, ducks, geese, chickens, or pigeons at the property without the written consent of the Council.



10 *Tenant Involvement and Participation*

We encourage tenants to participate in their Housing Services as fully as they would like, as an individual or as a member of a tenants group. We offer training to help you participate at the level of your choice.

Our Responsibilities

10.1 We will ask your views on any proposals for major improvement or maintenance work and any demolition plans and allow you a reasonable time to respond and consider what you say (as required by the Housing Act 1985, Section 105).

10.2 We will send you an annual report on your Housing Service that details our work and performance. Through this you can see how we spend your money.

10.3 We will publish a Tenant Compact outlining opportunities for tenant involvement.

10.4 We will maintain and support a formal Tenant and Leaseholder Participation Structure.

10.5 We will deal with your complaints efficiently and effectively in accordance with the Council's Scheme, a copy of which is available on demand.

10.6 We will respect your rights to confidentiality and data protection.

Your Rights

10.7 We encourage you to start or join a local Tenants and Residents Association or other local group.

10.8 You may see the information we have about you or your family. In some instances we will not show you all of our information, i.e. if the information

mentions another tenant or third party. If you wish to see such information, please send in a written request to the Housing Services Department.

10.9 You may attend, as a member of the public, the Executive or Scrutiny and Policy Committees.

10.10 You are free to attend your local Area Panel to enable you to become involved in operational issues and the development of the housing service. Members of the Panel may be elected to other bodies within our formal Tenant and Leaseholder Participation Structure.

10.11 Tenants will be consulted when the Council undertakes an Options Appraisal for the future management and ownership of the housing stock.

10.12 Tenants have the right to manage all or part of the housing stock through a Tenant Management Organisation. Further details of the process of establishing a Tenant Management Organisation are available from the Tenant Development Officer.

Your Housing Service is funded by using your money, so why not join in shaping the way that future services will be delivered? If you would like to know more about opportunities for participation telephone our Tenant Development Officer for details.

11 *Ending the Tenancy and Leaving your Home*

Your Responsibilities

- 11.1** You must tell the Housing Services Department in writing at least four weeks before you want to leave your home. This four week 'notice' period must end on a Sunday and you must return your keys to the Housing Department by noon on the Monday following the Sunday termination date.
- 11.2** Rent must be up to date on the day you leave.
- 11.3** If you do not return your keys by the required date and time you will be charged a full week's rent for each further week or part week until their return.
- 11.4** You must leave the property, the fixtures and any furnishings we have provided in good condition when you go. Do not leave any of your belongings behind - we will dispose of them and charge you.
- 11.5** You must pay for any repair or replacement necessary because you have not complied with your responsibilities under this agreement, but not for normal wear and tear.
- 11.6** You must not leave anybody else living in your home when you move out. You cannot pass on your tenancy to anyone else.
- 11.7** You may not be given another Council home in the future if:
- You have been evicted
 - You have abandoned your home (left without returning the keys)
 - You still owe rent
 - You left the home in poor condition and have not paid for repair or replacement.
- 11.8** If you are joint tenants any one of you can end the tenancy by giving us four weeks notice. We will decide if any of the other joint tenant(s) can stay in the home.
- 11.9** You must tell us your new address.

Our Responsibilities

- 11.10** In the event of the death of a sole tenant we will negotiate termination of the tenancy with the next of kin.
- 11.11** We will seek possession of your home only:
- (a)** By order of the County Court under any of the grounds set out in the 1985 and 1996 Housing Acts.
 - (b)** On the death of a sole tenant.
 - (c)** If you abandon the property, or sub-let or leave the premises without vacant possession.
- 11.12** We may serve a Notice to Quit or a Notice of Seeking Possession on you personally, or by posting it by recorded delivery to you at the property, or at your last known address, or by leaving it at the property.
- 11.13** We may ask the Court for a Possession Order for various reasons, but notably if you have broken this agreement in any serious way.

12 *Definitions used in this Agreement*

Fixtures and fittings	Anything permanently attached to the property
Garden	Any contained or shared grassed area including borders and footpaths
Improvement	Any alteration or addition to the property
Local Area/Locality/Neighbourhood	The whole of the estate in which you live, or the area which might be affected by your actions
Lodger	Someone who lives in your home, but does not have exclusive right to any part of it
Neighbours	Your neighbours are people who live in the surrounding area, including people who own their homes and tenants of other Landlords
Partner	A husband or wife, or someone who lives with you as husband or wife, or a person of the same sex you regard as your partner
Relative	Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives and adopted children
Secure Tenant	A person who occupies the property as his main or principal home
Shared/Communal Areas	Parts of a building or areas of land, where you have equal rights with other residents, such as stairs, lifts, landings, entrance halls, shared gardens, parking areas, parking areas, play areas and rubbish chutes
Sub-let	Where someone pays you rent to have exclusive right to part of your home
We, Us, Our	Warwick District Council
Written Permission	A letter from the Housing Services Department/Council
You	The Tenant, Joint Tenants

www.warwickdc.gov.uk

