



**WARWICK DISTRICT COUNCIL
HOUSING ACT 1996
INTRODUCTORY TENANCY AGREEMENT**

- 1.1 This is a weekly tenancy agreement for an Introductory Tenancy of

('The Premises')

between
Warwick District Council ('The Council')
of Riverside House, Milverton Hill, Royal Leamington Spa, CV32 5QE
and

('The Tenant(s)')
- 1.2 The premises is a
and the Tenancy begins on
for a period of 12 months from that date ('The Trial Period')
- 1.3 To terminate this tenancy the tenant must give four weeks written notice to the Council ending on a Sunday. (The keys must be returned to the Council at the above address before midday on the Monday following the end of the notice period or an extra week's rent will be charged).
- 1.4 The Council may by Notice terminate the tenancy at any time up to the end of the trial period. The Notice will specify the reasons for termination (which could be for the alleged breach of any of these conditions), give a date before which possession proceedings cannot be commenced, and inform the tenant of his right to request a review of the decision to terminate, and of the time within which the request for a review must be made. The Notice will also inform the tenant what to do if he needs advice about the Notice.
- 1.5 At the end of the tenancy, the premises must be cleared completely and left in a good state of repair and decoration. If the Council has to repair or redecorate the property, the former tenant will be required to pay for the work.
2. The tenancy is an 'Introductory Tenancy' under the Housing Act 1996, and as such the following conditions apply:-
- (a) You do not have security of tenure in the property but the tenancy can only be ended by a Possession Order, granted by the County Court.
 - (b) You do not have the right to take in lodgers, or to sublet part of the property without the Council's written consent.
 - (c) You do not have the right to improve the property without the Council's prior written consent.
 - (d) A person is qualified to succeed the tenant under an Introductory Tenancy if he occupies the premises as his only or principal home at the time of the tenant's death and:-
 - (i) he is the tenant's spouse, or
 - (ii) he is another member of the tenant's family and has resided with the Tenant throughout the period of 12 months ending with the Tenant's death, unless in either case the Tenant was himself a successor.
 - (iii) if the property is not suitable for your housing needs an alternative tenancy will be made available.

3. Although the rent is due in advance each Monday, it is debited from the Rent Account on a fortnightly basis.

Rent not paid when due is arrears.

The Council may vary the rent and other charges without formal notice, although the tenant will be advised at least 28 days before any increase is due. The tenant may then terminate the tenancy at any time up to the date the increase takes effect. (See 1.3 above).

If the tenant remains in the property after that date, s/he will be bound by the new rent or charges and all other conditions will remain the same.

4. The accommodation is let to the tenant on the understanding that he/she will occupy it as his/her only or principal home.
5. The tenant must not cause nuisance or annoyance to neighbours. The tenant must also ensure that other members of his/her household, lodgers, sub-tenants, or visitors do not cause such a nuisance or annoyance.
6. The tenant and any other member of his/her household, lodgers, sub-tenants or visitors, must not behave in any way or use words which neighbours or persons visiting the dwelling consider to be threatening, abusive or insulting about their racial origins, sexuality, religious beliefs or disability (physical or mental).
7. The tenant and any other member of his/her household, lodgers, sub-tenants or visitors, shall not verbally or physically threaten, abuse, harass or assault any Officer of the Council or any other persons engaging in lawful activity in the locality, or engage in conduct which is intended or likely to alarm, distress or intimidate such persons.
8. The tenant must keep the interior of the premises in a clean and tidy condition. This also applies to any yard, store, garage, outhouse or garden let with premises and to the communal areas of flats and maisonettes which must be maintained to a good standard. Trees must not be removed without written permission from the Head of Housing.
9. The tenant must also keep the interior of the premises in good decorative order and must repair or replace items damaged by the carelessness of the occupants. Any cracked or broken windows must be replaced immediately.
10. Any item fixed to the premises by the tenant will become the property of the Council at the end of the tenancy, unless the tenant removes the item beforehand and returns the premises to their former condition.
11.
 - (a) The Council must keep the exterior and the structure of the premises (including drains, gutters and external pipes) in good repair. The Council is also responsible for repairing apparatus which supplies water, gas, electricity and sanitation. (This includes basins, sinks, baths, W.Cs, space heaters and water heaters installed by the Council. It does not cover fixtures, fittings and appliances for using water, gas and electricity).
 - (b) The tenant must notify the Council immediately of any defect which it is the Council's duty to repair.
 - (c) The tenant will be responsible for the cost of repairs arising from wilful or negligent damage.
12. 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.

13. Pigeons, poultry or other livestock may be kept on certain kinds of premises but the written consent of the Council must be obtained first.
14. Motor vehicles, caravans, boats or trailers may be kept within the curtilage of the dwelling, if on a hardstanding with an access approved by the Council.
15. The tenant must not keep or use bottled gas containers in the dwelling without obtaining the written consent of the Council first. No more than 5 litres of petrol or any other highly inflammable liquid may be kept within a dwelling, garden shed or store cupboard.
16. (a) The tenant must allow officers or agents of the Council to enter the premises, on the production of an identity card, in order to inspect the property for any authorised purpose or to carry out repairs after receiving at least twenty four hours written notice.

(b) If there is an emergency from which personal injury or damage to the premises or neighbouring property may result, the tenant must allow authorised officers or agents of the Council to enter the premises without such notice.
17. The Council may also include in the Tenancy Agreement any special conditions relevant to a particular type of property or estate. All Conditions of Tenancy may be added to or amended by the Council, within the procedure as laid down in the Housing Act 1996. This procedure requires the Council to consult with Introductory Tenants before varying Conditions of Tenancy, and to give at least 4 weeks notice of the variation.
18. Introductory Tenants have the right to be consulted on matters of housing management which may affect them. Before making any decision on the matter, the Council will consider any representations made to it in accordance with those consultation arrangements.
19. A review of the trial period will take place towards its conclusion, involving an interview with the Introductory Tenant. If the trial period is completed satisfactorily the Introductory Tenant will be offered a secure tenancy of the same premises under the Housing Act 1985. This will involve the completion of a separate and different tenancy agreement.
20. Any Notice to the Introductory Tenant will be deemed sufficiently served if addressed to the Introductory Tenant at the premises and delivered to the premises.
21. Any Notice to the Council shall be deemed sufficiently served if addressed to it at the address at the top of this Agreement, and posted or delivered to such address.

Signed: Tenant

Signed: Tenant

Signed: On behalf of the Council

Date:

