

SECURE TENANCY Agreement



NORTHAMPTON
BOROUGH COUNCIL

DIFFERENT FORMATS

Our communities are diverse and to reflect this we have improved and updated our Tenancy Agreement and also made it easier to understand.

We recognise that a number of current and potential future tenants do not use English as their first language. We have access to both a translation and interpretation service that can help to explain the Tenancy Agreement in various community languages.

If you have difficulty reading this document because of a disability or because English is not your first language this information can be made available in other languages and formats upon request by contacting us on 0845 300 0637.

POLISH

Informacje te mogą być dostępne w różnych językach i różnym formacie poprzez skontaktowanie się z nami 0845 330 0637

RUSSIAN

Эта информация имеется по просьбе на других языках и форматах – пожалуйста обратитесь к нам по номеру 0845 330 0637

SOMALI

Macluumaadkani waaxaad ku heli kartaa luqooyin iyo habab kale haddii aad dalbato adigoo nagala soo xiriiraayo 0845 330 0637

BENGALI

এই তথ্য অন্যান্য ভাষায় এবং পদ্ধতিতে আমাদের সাথে নীচের ফোন নম্বরে যোগাযোগ করে অনুরোধ করে পাওয়া যেতে পারে 0845 330 0637

PUNJABI

ਸਾਡੇ ਨਾਲ ਇਸ ਨੰਬਰ ਤੇ ਸੰਪਰਕ ਕਰਨ ਦੁਆਰਾ ਬੇਨਤੀ ਕਰਨ ਤੇ ਇਹ ਜਾਣਕਾਰੀ ਦੂਸਰੀਆਂ ਬੋਲੀਆਂ ਅਤੇ ਰੂਪਾਂ ਵਿੱਚ ਉਪਲਬਧ ਕੀਤੀ ਜਾ ਸਕਦੀ ਹੈ। 0845 330 0637

ARABIC

يمكن عند الطلب جعل هذه المعلومات متوفرة في لغات وأنماط أخرى وذلك بالإتصال بنا على
0845 330 0637

CONTENTS

	Page
PART A INTRODUCTION	1
PART B DEFINITIONS	2
PART C ABOUT YOUR TENANCY AGREEMENT	5
1. Important Information	5In
THIS TENANCY AGREEMENT IS A LEGAL CONTRACT BETWEEN	6
False Information	7
Amendments to Legislation	7
Rights of Third Parties	7
Data Protection	7
Photo ID & Tenant's Declaration	8
PART D YOUR RIGHTS	9
1. The Right to Occupy	9
2. The Right of Succession	9
3. The Right to Assign your Tenancy	9
4. The Right to Buy Your Home	10
5. The Right to Repair	11
6. The Right to Make Improvements	11
7. The Right to Compensation For Improvements	11
8. The Right to be Consulted	12
9. The Right to Information	12
10. The Right to Take in Lodgers and Sublet Your Home	12
11. The Right to Manage	12
PART E OUR RESPONSIBILITIES TO YOU	13
1. Possession	13
2. Your Right to Occupy	13
3. Repairs	13
4. Insurance	14
5. Complaints	14
6. Customer Care	15
PART F YOUR RESPONSIBILITIES TO US	16
1. Occupying Your Home	16
2. Rent and Other Household Expenses	16
3. Housing Benefit	17
4. Use of Your Home	17
5. Overcrowding	18

	Page
6. Assigning Your Tenancy	18
7. Looking After Your Home	18
7.1 General	18
7.2 Repairs	18
7.3 Cleaning and Tidying	19
7.4 Decoration	19
7.5 Frost Damage & Burst Pipes	19
7.6 Appliances	19
7.7 Loss of Keys or Fobs	19
7.8 Motors.....	20
7.9 Combustible Liquids/Gas	20
7.10 Smoking.....	20
8. Looking After Your Own or Shared Garden	20
9. Rubbish and Refuse	20
10. Insurance	21
11. Landlord's Right of Access	21
12. Violence	22
13. Domestic Violence	22
14. Nuisance and Anti-Social Behaviour.....	22
15. Harassment	23
16. Illegal Activities	24
17. Weapons	24
18. Pets	24
19. Reporting Defects and Disrepair	25
20. Damage	25
21. Alterations.....	25
22. Emergency Repair Service	26
23. Recharge of Incurred Costs	26
24. Temporary Accommodation.....	27
25. Going to Prison	27
26. Roadways, Vehicles and Car Parking.....	27
27. Repair of Vehicles.....	27
28. Signs and Advertising	28
29. Ending Your Tenancy	28
30. Moving Out	28
31. Variation of Tenancy.....	29
32. Landlord's Address for Service of Written Notices.....	29

PART G

SECURITY OF TENURE, HOW WE MAY END YOUR TENANCY AND COURT ORDERS

1. Your Security of Tenure and How Your Tenancy Can be Ended	30
2. Demotion Order	30
3. Injunction	30
4. Anti-Social Behaviour Order (ASBO)	30
5. Parenting Order	31
Tenant's Notice to Quit	32
Useful Telephone Numbers	33

PART A INTRODUCTION

We want you to enjoy your new home and we aim to be a responsible landlord that provides both quality housing and an excellent customer service to you.

This is your Tenancy Agreement made between you (the tenant) and Northampton Borough Council (the landlord).

The Tenancy Agreement is a legally binding contract between you and the Council, and by signing it you have agreed to abide by all of its terms and conditions. It also includes a number of obligations that the Council must fulfil as your landlord.

The terms and conditions of the agreement have been set out as clearly as possible, so that both the tenant and the landlord are fully aware of their rights and obligations to each other.

It is vitally important that you take the time to read the agreement, so that you are fully aware of your rights and obligations to the Council and their rights and obligations to you.

Where there are two tenants, then you are both individually and jointly responsible for both your own actions and those of the other tenant and therefore individually and jointly responsible for ensuring all of the tenant responsibilities are met in the Tenancy Agreement. You also remain responsible for the behaviour of any other person that lives at or visits your home.

PART B DEFINITIONS

Definitions are explanations of certain words that have a very exact meaning in this agreement because it is a legal document. The words may have a more general or more limited meaning than you would normally expect.

What this agreement says

What it means

Alterations

means any alteration or addition to your home that is different to when you signed this agreement.

Anti-social behaviour

means any aggressive, intimidating or obstructive behaviour that has a negative effect on another person's quality of life in or around their home and causes or is likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.

Assignment

means a method for transferring your tenancy to someone else.

Block

means the building that your home is situated in and includes any areas that you share with others.

Common parts

means those parts of the building or estate where you live that all tenants and other residents can use such as hallways, stairs, entrances, balconies, lobbies, landings, drying areas and refuse facilities. It also includes outside areas you may share or use with others such as grassed areas.

Demoted tenancy

means a one year probationary council tenancy given to tenants who have been involved in Anti-social behaviour

Exchange

means you swapping your tenancy with another Council or Housing Association tenant.

Fixtures and fittings

means items we provide in your home such as kitchen units and appliances, sanitary ware, heating appliances etc.

Garden

means lawns, hedges, bushes, shrubs, trees, paths, walls, fences and yards.

Guest

means a person invited into your house and/or allowed to stay in your house.

Harassment

means a range of criminal and offensive behaviour that is motivated by or the victims believes is motivated by hostility towards an individual or group.

Local area	means the whole of the area in which you live including privately owned or other tenanted properties, play areas, streets, shopping areas, our offices, community buildings and facilities and all other estates in the Borough of Northampton.
Lodger	means a person who pays you money to let them live with you in your home.
Member(s) of your household	includes your husband, wife, civil partner, partner, children, parent, brother, sister, grandparent, aunt, uncle, nephew, niece and any step relatives or any other non-related person.
Neighbour	includes any person living in the local area.
Property	means the whole of the property let to you under the terms of this agreement. This is the property you are lawfully entitled to occupy as your home and includes any garden, garage, path, shed or outbuilding let with your home.
Qualifying repairs	means a repair to a tenant's home, which does not cost more than £250 and which if not carried out within a set limit of time is likely to jeopardise the health, safety or security of a tenant
Rent	refers to the total amount that you have to pay to us for the right to live in your home. This will be made up of the rent, any service charge which could include heating, warden, caretaking, supporting people or other charge.
Sheltered accommodation	means accommodation specifically designed to meet the needs of the elderly or others with special needs
Sublet	means giving another person the right to live in part or all of the property.
Succession	means that if you die then your husband, wife, partner, civil partner or another member of your family may be entitled to the tenancy if they are living with you at the time of your death.
Tenant or you	refers to the person who is named on the Tenancy Agreement. If there is more than one named tenant, the terms of this agreement apply equally to each person.
Vehicle	includes cars, motorbikes, moped, boats, caravans, vans, trailers and mobility scooters.
Visitor	refers to people who do not live with you but who come to see you at your home.

We, us, our

refers to Northampton Borough Council, Councillors, Officers of the Council or any Contractor or Agent we may appoint to act on our behalf.

Written permission

refers to a letter from us giving you permission to do something.

DRAFT

PART C ABOUT YOUR TENANCY AGREEMENT

1. Important Information

- 1.1 Please read the following information very carefully before you sign the agreement.
- 1.2 If you do not understand a part of or all of the agreement, you should ask us to explain it more fully to you. Alternatively you may wish to contact a Housing Advice Centre, a Law Centre, Citizens Advice Bureau or a Solicitor to get independent advice.
- 1.3 By signing this agreement you are agreeing to become our tenant and as such the Conditions of this agreement will become legally binding on you as a tenant and us as a landlord.
- 1.4 There are three kinds of tenancy that the Council operates:
- Introductory Tenancy
 - Secure Tenancy
 - Demoted Tenancy (for former Secure Tenancies that have been ended by a Demotion Order from the court for a fixed term)
- 1.5 This agreement is for a Secure Tenancy.
- 1.6 This agreement gives you the right to stay in the property as long as:
- You do not break any of the terms and conditions of the agreement
 - You live in the property as your main home
 - You have not been ordered to leave the property by the court
- 1.7 If you are joint tenants you are both responsible, individually and together, for keeping to all of the terms and conditions of your agreement.
- 1.8 If you want to end your tenancy you must confirm this in writing to us, giving at least **four weeks notice**, before you wish to leave the property. The four weeks notice will commence from the date it has been received by us. It must give a clear four weeks notice that will begin and end on a Sunday. Your tenancy will only end after that period and all keys have been returned to us by you, before midday on the Monday immediately after your tenancy ends. If you are a joint tenant, then only one of the tenants is required to give written notice, which will have the effect of terminating the tenancy after the four week notice period.

THIS TENANCY AGREEMENT IS A LEGAL CONTRACT BETWEEN

US: Northampton Borough Council ("we", "us" or "our"), of The Guildhall,
St Giles Square, Northampton, NN1 1DE

YOU:

NI No:

YOU:

NI No:

Where two tenants are named, then the term "you" applies equally to each of the joint tenants written above. Each of you individually has the full responsibilities and rights set out in this agreement.

The term "property" refers to the home let to you, including any garden, garage, shed, or outbuilding let with the home.

This Tenancy Agreement relates to the following address:

.....
.....

The secure tenancy, which is a weekly periodic tenancy, begins on:

.....

The weekly rent is: £.....

PLUS

Heating charge £.....

Support services charge £.....

Warden charge £.....

Caretaking charge £.....

Other charges £.....

Total Rent £.....

You have been provided with [.....] front door keys, [.....] back door keys, [.....] window lock keys, [.....] meter cupboard keys and [.....] door entry fobs. If these are lost you are responsible for their replacement and any associated costs.

False Information

It is a term of this Tenancy Agreement that you (or anyone acting for you) must not have knowingly made a false statement or deliberately withheld relevant information from us in order to obtain this tenancy.

Amendments to Legislation

Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.

Rights of Third Parties

You and we agree that except in relation to Parts D and F (Succession) and (Assignment), the provisions of the Contracts (Rights of Third Parties) Act 1999, (which gives third parties certain rights to enforce contract terms, even when not a party to that contract) does not apply to this Tenancy Agreement. This means that apart from the succession and assignment provisions, none of the terms of this agreement can be enforced by any other person.

Data Protection

We may retain your personal details on our computer systems and on our housing files. The Council will use such information for the specific purposes for which it was collected and any other relevant Council purposes, which includes but is not limited to, the prevention and detection of crime, fraud relating to Council Tax, Housing Benefits and Housing.

By entering into this Tenancy Agreement you consent to us disclosing any relevant personal information to third parties such as the Police. It will not be exchanged or sold to any third party.

Your photograph will be taken at the commencement of your tenancy and may be used in connection with any of the aforementioned purposes.

Any such disclosure will be in accordance with the Data Protection Act 1998, which we will comply with at all times, or other relevant legislation.

You authorise the Housing Benefit Section of the Council, or other relevant agency, to provide us with information we request about any claim you make in connection with your tenancy.

You have the right to inspect any personal information we hold about you and to ask us to correct any inaccurate information.

**INSERT
PHOTOGRAPH
HERE
(1)**

**INSERT
PHOTOGRAPH
HERE
(2)**

(1) Print your full names below

.....
.....
.....

(2) Print your full names below

.....
.....
.....

(1) Write your date of birth below

.....

(2) Write your date of birth below

.....

Declaration

I / We have read and fully understand the terms and conditions of this Tenancy Agreement and I / We accept them and will abide by them.

I / We confirm the above photograph(s) is / are a true likeness of myself / ourselves.

Your Signature(s):

(1)

Date:

(2)

Date:

**Our Signature:
(on behalf of Northampton Borough Council)**

.....

Date:

PART D YOUR RIGHTS

As a secure tenant you have a number of rights, which are listed below:

1. The Right to Occupy

- 1.1 You have the right to live in your home without being disturbed by us or any other person(s) acting on our behalf as long as you keep to this agreement. However we, or someone acting on our behalf, may have to enter your home to carry out essential repair and/or maintenance work. The circumstances in which we will do this are set out in Paragraph 14 of Part F of this Agreement.

2. The Right of Succession

- 2.1 If you die, you may be able to pass on your tenancy to someone else. This is known as succession. The law only allows one succession to a tenancy.

- 2.2 Provided you have not succeeded to your tenancy, your tenancy can only be passed on to:

2.2.1 Your husband, wife or civil partner, as long as they were living with you at your home at the time of your death, or

2.2.2 Another member of your family, as long as they lived with you in your home continuously for a period of 12 months prior to your death and this was their main or principal home.

2.2.3 A family member will include parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, half brothers and sisters, stepchildren and stepbrothers and children.

- 2.3 If you have a joint tenancy the other joint tenant will automatically take over the tenancy when you die.

- 2.4 If you had a Demoted tenancy at the time of your death then any person that is qualified to succeed would succeed to the Demoted tenancy.

- 2.5 If the person who is to take over the tenancy is under the age of 18, they will take over the tenancy on their 18th birthday. Until then the tenancy will be held on trust for that person.

- 2.6 Where the property/your home is in our opinion larger than is reasonably required or is a specialist accommodation (whether designed as such or adapted) and not required by the surviving occupier, we will consider granting a tenancy of another/suitable property/home to the surviving occupier.

3. The Right to Assign Your Tenancy (transfer of tenancy from you to another person)

- 3.1 You can transfer your tenancy to another person in the circumstances mentioned below:

3.1.1 In pursuance of a court order made under:

3.1.1.1 Section 24 of the Matrimonial Causes Act 1973 (property adjustment orders in connection with matrimonial proceedings)

3.1.1.2 Section 17(1) of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders after overseas divorce, etc), or

3.1.1.3 Paragraph 1 of Schedule 1 to the Children Act 1989 (orders for financial relief against parents)

3.1.2 Through a mutual exchange with another Council or housing association tenant subject to the following conditions:

3.1.2.1 You must obtain our written consent before exchanging your home with another Council or housing association tenant. The tenant you are swapping with must also obtain their landlord's written consent to the exchange. We will confirm our agreement to your swapping your home within 42 days of receiving your application.

3.1.2.2 If your Secure Tenancy has been replaced with a Demoted Tenancy, then you will not have the right to exchange your home with another tenant.

3.1.2.3 Following a mutual exchange with another tenant, you will be responsible for the decoration that the previous tenant has left. You will also be responsible for any improvements or alterations that the previous tenant did, unless the Council agrees to be responsible for them.

3.1.2.4 You must not make or receive any payment to or from the other party in relation to your mutual exchange

3.1.3 To a person who would have the right to succeed if you die (see paragraph 2 above, The Right of Succession).

4. The Right to Buy Your Home

4.1 If you have been a tenant of the Council or another public sector landlord for at least two years prior to 18 January 2005 or if after that date you have been a tenant for at least five years, you may qualify to buy your home under the Right to Buy Scheme.

4.2 You will not be able to buy your home under the Right to Buy Scheme in the following circumstances:

4.2.1 If you live in a property classed as Sheltered Accommodation.

4.2.2 If your Secure Tenancy has been replaced with a Demoted Tenancy.

4.2.3 If your tenancy has ended by a court order, or you have breached the terms of a court order.

- 4.3 If you are eligible to buy your home under the Right to Buy Scheme, you will be entitled to a discount based upon how long you have been a Council tenant.

5. The Right to Repair

- 5.1 You have the right to have your home kept in a reasonable state of repair and are entitled to have qualifying repairs carried out at the Council's expense under the Right to Repair Scheme.

5.1.1 When you report a repair to us, we may ask to inspect your home to satisfy ourselves whether it is a qualifying repair. If it is, we will tell you how long it will take to get the repair done.

5.1.1.1 If the first contractor does not complete the qualifying repair within the set time limit you have the right to ask the Council to appoint a second contractor to carry out the repair.

5.1.1.2 If the second contractor does not complete the qualifying repair within the set time limit you will be entitled to compensation from the Council.

6. The Right to Make Improvements

- 6.1 You have the right to make certain improvements to your home, but you must get our written permission before you start the work.

6.2 If you do not get our permission before starting the work it could result in you being recharged for any damage caused as a result of the work or for the cost of putting right any alterations that have to be made when you leave the property.

6.3 If we give you written permission to do the work, you must ensure that all work is carried out safely and to a standard that we are happy with. You must also obtain any planning permission if it is needed and observe all building regulation requirements.

6.4 You must tell us when the work has been completed and we will inspect it to check that it has been done to our required standard.

7. The Right to Compensation For Improvements

- 7.1 If you have made certain improvements to your home, you may be entitled to claim compensation for them when your tenancy ends. Compensation is payable for "eligible" improvements that were started on or after 1 April 1994.

Examples of these could include:

- the installation of a bath, shower, wash hand basin or toilet
- installing additional storage cupboards in the kitchen or bathroom
- installing central heating, hot water boilers or other types of heating
- rewiring or putting in new power sockets, lighting or other electrical fittings

- loft and cavity wall insulation
- draught proofing of external doors or windows

7.2 In order to qualify for compensation, you must have obtained our written permission to carry out the improvements in the first place. You should make a claim when you want to leave the property, alternatively you can put in a claim up to 14 days after the tenancy ends.

7.3 The amount of compensation that you are entitled to will depend on the cost of the improvement, the condition of the improvement and how old the improvement is when you claim. You will need to provide evidence of the cost of such work, which may include receipts or invoices.

7.4 If you owe the Council any money when your tenancy ends the Council will deduct this amount from the compensation.

8. The Right to be Consulted

8.1 You have the right to be consulted about any plans we have that will significantly affect the property you live in, the service we provide or your housing situation. Such plans may be to:

- Carry out modernisation or improvement work to your home/estate
- Change a policy that affects the way we provide services to you, or
- Change the facilities or level of services we provide to you.

9. The Right to Information

9.1 As your landlord we hold information about you and your household in connection with your tenancy and we treat all such information as confidential.

9.2 The Data Protection Act 1998, gives you as a Council tenant certain rights to see both your personal housing file and computerised records to ensure that they are correct.

10. The Right to Take in Lodgers and Sublet Your Home

10.1 You can take in lodgers without asking our permission to do so, as long as you do not allow the property to become overcrowded.

10.2 You also have the right to sublet part, but not the whole of your home, provided you have obtained our written permission before doing so.

10.3 If you receive an award of Housing Benefit, then you must tell the Revenue and Benefits Department immediately a lodger or subtenant moves in to your home and also when they move out.

11. The Right to Manage

11.1 The right to manage gives secure tenants and leaseholders a statutory right to manage the housing service provided to their homes by the Council. The right can be exercised at any time subject to the criteria set out in the Right to Manage Regulations (1994).

PART E OUR RESPONSIBILITIES TO YOU

1. Possession

- 1.1 We will give you the keys and possession of the property at the start of your tenancy.
- 1.2 We will not interfere with your rights to live in the property unless you fail to carry out any of your obligations set out in this agreement.

2. Your Right to Occupy

- 2.1 We will not interrupt or interfere with your right to live in your home whilst your tenancy continues unless:
 - 2.1.1 We, our agents or contractors need to come in to your home, subject to reasonable notice, for the purpose of inspection or carrying out repair works to either your home or adjoining property.
 - 2.1.2 There is an emergency such as a fire or flood.
 - 2.1.3 The tenancy has ended and we are entitled to possession.
 - 2.1.4 We believe that you have abandoned the property with no intention of returning.
 - 2.1.5 A court order has been granted allowing us access to your home.

3. Repairs

- 3.1 We will arrange to repair the structure and exterior of your property. This includes:
 - The roof, drains, gutters, sewers and external pipes (except where the drains and sewers are the responsibility of the Water Authority) window frames, flues and chimney stacks.
 - Any boundary fence, gate or wall that we have provided
 - Any pathway or steps that we have provided and are situated within the boundary of the property.
 - Any garage, shed or outbuilding we have provided which is situated within the boundary of the property, as long as it is economic to do so. We reserve the right to remove these structures when, in our view, they are beyond economic repair.
- 3.2 In bedsits, flats or maisonettes we will keep in repair all entrances, halls, stairways, balconies, lifts, rubbish chutes, lighting, communal doors, intercoms, closed circuit television and other parts for common use.
- 3.3 We will arrange to repair and keep in proper working order any installations in your home for the supply of water, gas and electricity and sanitation.

This includes:

- Sinks, basins, baths, sanitary conveniences, water heaters, fitted fires and central heating installations.
- Electric wiring sockets and switches, gas pipes and water pipes.
- any communal aerial that remains our responsibility.

3.4 Where your property is designated as a single person accommodation we will keep in good repair any cooking appliance we rent to you with the property.

3.5 We will not accept responsibility for the following repairs:

3.5.1 condensation or its effects, unless it arises from a breach of our repairing responsibilities, or as a result of a statutory repairing obligation.

3.5.2 any fixture, fitting, installation or equipment replaced by you, is non-standard, or was fitted by a former tenant and left in your home at your request.

3.5.3 any repair or replacement needed because of damage to or neglect of your home or any common parts caused by you, anyone living with you or your visitors, except for fair wear and tear.

4. Insurance

4.1 We will insure your home (the building) and any fixtures and fittings in it, which belong to us.

4.2 We do not insure against damage caused by storms, frost or burst pipes.

4.3 You remain liable for insuring your own contents, personal belongings and any other items for which you are responsible.

4.4 We offer a Home Contents Insurance to our tenants, which you can pay on a fortnightly, monthly or annual basis. Further details about the scheme may be obtained by telephoning the Housing Helpline.

5. Complaints

5.1 We aim to provide a quality service to our customers, however there will be occasions when things go wrong.

5.2 You have the right to complain when you are not happy with the service that you have received.

5.3 We operate a three stage complaints procedure which must be followed when a complaint is received.

5.4 We agree to consider and investigate your complaint, in line with our complaints procedure and our current service standards.

- 5.5 If we find that we are in the wrong, we will apologise promptly and do everything we can to put things right. We will also take steps to ensure that the problem is not repeated in the future.
- 5.6 If you are not satisfied with how we have dealt with your complaint after you have been through our Complaints Procedure, you may refer the matter to the Local Government Ombudsman whose address is:

Local Government Ombudsman
PO Box 4771
Coventry
CV4 0EH

6. Customer care

- 6.1 All of our employees follow a customer code and are expected to respect our customers and value their opinion.
- 6.2 We aim to deliver high quality services in a fair and equal way to all sections of the community.
- 6.3 We are committed to ensuring that everyone is fairly and equally treated, irrespective of race, gender, religion, colour, creed, sexuality, disability or any other determining aspect of their lives.
- 6.4 We pledge to continuously monitor and improve our services and work with you to bring about those improvements.

PART F YOUR RESPONSIBILITIES TO US

1. Occupying Your Home

- 1.1 Unless you are already occupying your home, you will move into it at the start of your tenancy.
- 1.2 You must occupy the property as your only or main home.
- 1.3 If you live in Sheltered Housing and receive support from a Sheltered Housing Coordinator, you must notify either them or Call Care Services, if you are going to be away from your home overnight.
- 1.4 If you are away from the property for more than four weeks you must inform us and provide either your contact details, or those of another person whom we may contact in an emergency, and make sure your home is safe and secure before you leave.
- 1.5 If you fail to inform us that you are going to be away from your home and the property is unoccupied by you for more than four weeks, we will assume that you have abandoned the property and may take action to end your tenancy.

2. Rent and Other Household Expenses

- 2.1 You must promptly pay the total amount of rent shown on page 6 of this tenancy agreement, or such other sum as notified to you by us. The total amount you must pay may include certain other payments or charges for additional services.
- 2.2 The rent must be paid weekly in advance on the Monday of each week.
- 2.3 You are responsible for all other bills that you receive in relation to your home, which could include but is not limited to, charges for water, gas, electricity, Council Tax or other taxes.
- 2.4 If you are a joint tenant you are responsible, individually and collectively, for the payment of rent and all other charges. This means that if the other joint tenant does not pay the rent and other charges, or leaves, then you remain responsible for paying the rent and other charges, plus any arrears that are outstanding.
- 2.5 You can pay your rent in using one of the approved methods of payment, illustrated in the Tenant Handbook.
- 2.6 You must not withhold any rent or other charges that you are liable for because you are in dispute with us, unless you have followed the correct legal procedures. If you do not follow these procedures we can apply to a court to make you and anyone living with you leave the property.
- 2.7 If you have rent arrears this may affect your eligibility to transfer or mutually exchange to alternative accommodation.

- 2.8 If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to repay the debt. If you fail to do this, it may affect your chances of being rehoused by us in the future.
- 2.9 We may change your rent or other charges at any time. When we do this, we will write to you to let you know the new amount you must pay at least four weeks before the change becomes effective.
- 2.10 If you do not pay the rent or other charges due, we may go to court and obtain an Order against you, which could lead to you losing your home.
- 2.11 If you are having difficulty in paying your rent or other charges, you must contact us so that we may offer you advice or refer you to someone that can help you.
- 2.12 If we temporarily move you from your home to another property, you remain liable for payment of the rent or other charges at your normal home.

3. Housing Benefit

- 3.1 If you receive Housing Benefit, you must tell us immediately if there is a change in your circumstances. This includes, but is not limited to:
- if you or another member of your household starts work
 - if you or another member of your household has a change to their income
 - if someone moves in or out of your home
- 3.2 You must move into your home when your tenancy starts, or else you may lose your entitlement to receive Housing Benefit.
- 3.3 You must provide all of the information and documents upon request, and within the specified time, in relation to your application for Housing Benefit.
- 3.4 You must not knowingly make a fraudulent claim for Housing Benefit.
- 3.5 You must repay any overpayment of Housing Benefit.
- 3.6 You remain responsible for checking that your Housing Benefit claim is processed in a timely manner and maintaining rent payments during that time.

4. Use of Your Home

- 4.1 You agree to use your home as a private residence only for your occupation and that of your family.
- 4.2 You must not use your home or any part of it for a business without our written permission. Permission will not be granted where it would result in breaking planning regulations or cause nuisance or annoyance to neighbours or anyone in the Local Area.
- 4.3 If we grant you permission and your business causes a nuisance or annoyance to your neighbours, or damages your home, then we will withdraw

our permission and you will have to immediately stop using your home for business.

5. Overcrowding

- 5.1 Whilst the law allows you to take in lodgers and/or sub-let part of your property you must not allow your home to become overcrowded as defined in Section 324 of the Housing Act 1985.

6. Assigning Your Tenancy

- 6.1 You must not assign (transfer) your tenancy otherwise than in accordance with paragraph 3 of this tenancy agreement.
- 6.2 You must not make or receive any payment to or from the other party in relation to your mutual exchange.

7. Looking After Your Home

7.1 General

- 7.1.1 It is your responsibility to ensure that you, other members of your household, guests and visitors act in a reasonable and responsible manner at all times in respect of the use of your property, the common parts and the locality.
- 7.1.2 You must make all reasonable effort to heat and ventilate your home by the suitable means provided and to protect the property against condensation.
- 7.1.3 You must make sure that you take adequate and reasonable precautions to prevent fire in your home, which includes checking the smoke detector (if provided) and replacing batteries when required. We will charge you for any costs that we have to meet as a result of a fire, if you or anyone living at, or visiting your home cause this deliberately or as a result of neglect.

7.2 Repairs

- 7.2.1 You must keep your home and any fixtures and fittings provided by us in good repair and condition and must not take any of the fixtures and fittings away from the property.
- 7.2.2 You must tell us as soon as possible about any repair that is needed in your home.
- 7.2.3 You are responsible for arranging the repair, renewal or replacement of any items that are damaged by you, other members of your household, guests or visitors due to a deliberate act, neglect or misuse.

7.3 Cleaning and Tidying

- 7.3.1 You must not damage, deface, litter, dirty or obstruct any common parts to the premises or its surroundings in any way, or allow any pets to foul in these areas.
- 7.3.2 You must keep your home clean and tidy.
- 7.3.3 If you share common areas such as landings, hallways, staircases, balconies and lobbies, you must keep these clean at all times unless you already receive this service from us.
- 7.3.4 You must not do anything that attracts or is likely to attract vermin, insects and pests to your home, or causes or is likely to cause a health and safety risk to you or other tenants.
- 7.3.5 If your home has a chimney, you must ensure that it is swept as often as necessary, which should be at least once a year if you use an open fire.

7.4 Decoration

- 7.4.1 You must keep the inside and outside of your home including the internal decoration in a reasonable condition at all times.
- 7.4.2 If you are provided with a decoration pack you must use the materials for your home, notify us once you have completed the decoration and allow us to inspect the work. You will be charged for the cost of any missing materials that have not been used for the purpose of decoration.

7.5 Frost Damage and Burst Pipes

- 7.5.1 You must take all reasonable steps to prevent frozen and burst pipes in your property. If you fail to do this we may charge you the cost for any work that we have to do.

7.6 Appliances

- 7.6.1 You are responsible for the upkeep and proper installation of any independently connected domestic appliances, which installation must be undertaken by a suitably qualified person.

7.7 Loss of Keys or Fobs

- 7.7.1 You must replace any lost or stolen keys to doors or windows to your home, common areas or utility cupboards. If you fail to do this we may charge you for the cost of replacing the keys.
- 7.7.2 You must pay for the replacement of any lost or stolen door entry access fobs or keys, or any keys for parking barriers.

7.8 Motors

- 7.8.1 You must not keep any petrol or diesel driven motor in any part of the property or common parts.

7.9 Combustible Liquids/Gas

- 7.9.1 You must not keep any dangerous or inflammable liquids or materials in the property or common parts that could harm other people, catch fire or explode. In particular you must not use bottled gas, paraffin, petrol, diesel or anything else that may be dangerous or a fire risk in the property or common area.

7.10 Smoking

- 7.10.1 If you live in a bedsit, flat or maisonette within a block, you must not smoke in any of the communal areas.

8. Looking After Your Own or Shared Garden

- 8.1 You must keep your garden and any garden you may share in a clean and tidy condition, including cutting the grass regularly, trimming the hedges and bushes and pruning the trees.
- 8.2 You are responsible for the maintenance of the trees in your garden. If we have to undertake work to any of your trees, then we may charge you the cost of the work.
- 8.3 You must keep your garden or any garden that you share free from rubbish, refuse, household items, building materials, rubble, excessive weed growth or items of a scrap or unsightly nature.
- 8.4 You must not allow any hedge, shrub or tree in your garden to overhang pavements, communal areas or a neighbouring garden, or in any other way cause a nuisance or hazard to other tenants or neighbours.
- 8.5 You must not plant leylandi or any other fast growing tree or shrub in the garden without first obtaining our written permission.
- 8.6 You must not remove or destroy any bushes, hedges or trees without first obtaining our written permission.
- 8.7 You must keep any shed, garage or other outbuilding that we let to you in good repair and condition and report any repair that may become necessary.
- 8.8 You must not remove, alter or replace any fencing or boundary without first obtaining our written permission.
- 8.9 You must not erect any fencing, shrubs or other object to your boundary, if your property is designated as an open plan area.

9. Rubbish and refuse

- 9.1 You must not allow rubbish to accumulate inside or outside of your home and must place all rubbish in the correct bags or bins where provided. If you

have a shared refuse facility, you must ensure your rubbish is correctly, safely and neatly deposited there.

- 9.2 If you share any common areas such as hallways, landings, staircases, balconies, lobbies and pathways, you must keep these clean, tidy and free from refuse and obstruction.
- 9.3 You must ensure that you dispose of all rubbish and refuse securely, safely and hygienically.
- 9.4 You are responsible for your rubbish until it is collected by us and must ensure that it is securely and hygienically stored.
- 9.5 You must not place your rubbish out on the street until the day it is due for collection by us.
- 9.6 You must not create an accumulation of rubbish in the street, in a garage area or on any other land within the immediate vicinity.
- 9.7 You must dispose of any other material that we do not normally collect for free.

10. Insurance

- 10.1 You are responsible for having adequate contents insurance to cover your possessions and belongings against loss, criminal or accidental damage. We are only responsible for insuring the structure and exterior of your home.

11. Landlord's Right of Access

- 11.1 You must allow us, our agents, contractors or workmen acting on our behalf to enter the property at all reasonable times, after we have given you a minimum of 24 hours written notice for the purposes of:
 - inspecting the condition of your home
 - carrying out repairs, which are the Landlord's responsibility
 - cleaning
 - disinfestations
 - improvements
 - alterations or other works to your home or adjoining property
 - carrying out a gas safety inspection
- 11.2 If an emergency arises where we believe that there is an immediate risk to any person or property, we have the right to enter your home at any time without notice using reasonable force, if necessary, and carry out any work to your home, your neighbour's home or to any communal parts near to your home.
- 11.3 If an emergency was caused by something that you, or another member of your household, guest or visitor to the property did or failed to do, then we will recover the cost of any necessary work and associated fees from you.

- 11.4 If you fail to allow us entry into your property after we have given you reasonable notice or in an emergency, we may take court action against you to gain access.

12. Violence

- 12.1 You, other members of your household, guests or visitors to your property, must not commit any acts of violence or threaten violence towards anybody residing, visiting or working in the neighbourhood. This includes towards any of our employees, agents or contractors.
- 12.2 You, other members of your household, guests or visitors, must not encourage anyone else to engage in acts of violence or threaten violence towards anybody residing, visiting, working or otherwise engaging in any lawful activity in the neighbourhood. This includes towards any of our employees, agents or contractors.

13. Domestic Violence

- 13.1 You must not, or encourage anyone else to mentally, sexually or emotionally assault, harass, threaten, or abuse, your husband or wife, partner or civil partner, other family member, former husband or wife or former partner or civil partner.
- 13.2 If you commit or threaten domestic violence we may take legal action to evict you.

14. Nuisance and Anti-Social Behaviour

- 14.1 You, other members of your household, guests or visitors must not do anything, or incite others to do anything, which causes or is likely to cause a nuisance, annoyance, harassment, alarm or distress to anyone residing, visiting, working or otherwise engaging in any lawful activity in the neighbourhood of your home, whether they live there or not.
- 14.2 Conduct which amounts to nuisance and/or anti-social behaviour includes, but is not limited to:
- a) Playing a radio, television, other amplified equipment, musical instrument or music loudly.
 - b) Shouting, screaming, using foul and abusive language, banging on walls or ceilings and slamming doors.
 - c) Using power tools or household appliances at inappropriate or unreasonable times.
 - d) Verbal abuse.
 - e) Persistent dog barking or fouling.
 - f) Offensive drunkenness.
 - g) Making offensive or indecent gestures and actions.
 - h) Dumping rubbish on the property or in the neighbourhood of your home.
 - i) Misuse of communal areas.
 - j) Propping open of communal doors.
 - k) Playing ball games close to someone else's property.
 - l) Not keeping your pets under control.

- m) Failing to cut, trim or prune any grass, bushes, shrubs or trees in your garden.
- n) Feeding or attracting wild animals to the property.
- o) Carrying out major car or vehicle repairs in or near your property.
- p) Adopting an abusive, aggressive, intimidating or threatening manner toward anybody residing, visiting or working in the neighbourhood of your home, or when dealing with any of our employees, agents or contractors acting on our behalf in the pursuit of their lawful duties and business.
- q) Skateboarding, roller-skating or cycling on paths, balconies and communal areas.
- r) Riding motorcycles on pavements and in other inappropriate locations in the neighbourhood.
- s) Criminal damage.
- t) Malicious damage of Fire Call Points.

15. Harassment

15.1 You, other members of your household, guests or visitors must not do anything, or incite others to do anything, on the property or in its locality, towards anybody residing, visiting, working or otherwise engaging in any lawful activity in the neighbourhood of your home which could amount to harassment, discrimination or victimisation, for any of the following reasons:

- a) Because of their race
- b) Because of their age
- c) Because of their colour
- d) Because of their nationality
- e) Because of their ethnic or national origins
- f) Because of their gender
- g) Because of their religion
- h) Because of their sexuality
- i) Because of their disability
- j) Because of their mental or physical impairment
- k) Because of their actual or perceived HIV status
- l) Because of any other reason

15.2 You, other members of your household, guests or visitors must not do anything that amounts to harassment of your neighbours, their visitors, our employees, agents and contractors acting on our behalf.

15.3 Harassment can include, but is not limited to the following:

- a) Violence or threats of violence towards anybody.
- b) Using abusive or insulting words, gestures or behaviour.
- c) Damage or threats of damage to someone else's home, property or possessions.
- d) Writing threatening, abusive derogatory or insulting letters or graffiti.
- e) Doing anything that interferes with the peace, comfort or convenience of others.
- f) Making false or malicious complaints or statements about any person or people visiting or engaged in lawful activity in the locality of the property.
- g) Displaying any sign, notice or advert that is obscene, offensive, indecent or pornographic.

16. Illegal Activities

- 16.1 You must ensure that neither you, another member of your household, guest or visitor to the property, uses your home for any criminal, illegal or immoral purpose. This includes, but is not limited to the following:
- a) The receiving, handling, possession or storing of stolen goods.
 - b) Prostitution.
 - c) The supplying, possession or cultivation of any illegal drugs or prohibited substances.
 - d) The possession or supplying of any illegal firearms or weapons.
 - e) The harbouring of someone not lawfully entitled to be resident in the United Kingdom.
 - f) The manufacture or possession of explosives.
 - g) The production or supply of pornographic material.

17. Weapons

- 17.1 You must not keep any offensive weapons, or projectile firing weapons such as firearms, shotguns or crossbows in the property without possessing the relevant legal permits.

18. Pets

- 18.1 You must not keep anything other than the usual domestic pets in your home. A usual domestic pet is considered to be a dog, cat, small caged birds or animals, small amphibians, reptiles or fish provided they are kept in suitable tanks or containers in your home.
- 18.2 If you live in a house or a bungalow, you may keep up to two dogs provided you obtain our written permission.
- 18.3 If you live in a flat, bedsit or maisonette, you must not keep a dog unless we have given you written permission that you may do so because of special circumstances.
- 18.4 If you keep a dog it must wear a suitable identity tag and be kept on a leash at all times when it is walked in a residential area.
- 18.5 You must not allow any animal to foul in your property, communal gardens or the neighbourhood.
- 18.6 Any animal that is kept at your home, whether it is yours or not, remains your responsibility.
- 18.7 You agree to keep under control any animals kept at your home.
- 18.8 You must ensure that any pet or animal in your home does not cause a health hazard, damage to the property or a nuisance and annoyance to neighbours, or other people in the locality.
- 18.9 You must not keep any animal or creature defined in the Dangerous Wild Animals Act 1976, the Wildlife and Countryside Act 1981, or the Dangerous Dogs Act 1991, or any other dangerous or venomous animal, reptile or insect.

- 18.10 You must not keep any animals, reptiles and insects for breeding purposes.
- 18.11 You may not keep any livestock at the property.
- 18.12 You may keep up to two cats.
- 18.13 You may not erect any external structures such as aviaries, pigeon lofts or ponds without obtaining our written permission.
- 18.14 If we give you permission for the keeping of an animal, it may be withdrawn on reasonable grounds.

19. Reporting Defects and Disrepair

- 19.1 You must report to us promptly any defects and disrepair in your property or common parts for which we are responsible.
- 19.2 You must notify us immediately of any stoppages or defects in the drains, burst pipes, damage to sanitary conveniences, structural, electrical, plumbing or gas defects.

20. Damage

- 20.1 You agree not to cause or to allow other members of your household, guests or visitors to your home to cause any damage to the property, its fixtures and fittings or common parts.
- 20.2 You agree not to allow the property to deteriorate due to waste and neglect, either by yourself, other members of your household, visitors or guests to your home.
- 20.3 You must ensure that you, other members of your household, guests or visitors to your home, do not deliberately set fire to the property or common parts, cause criminal damage to the property or common parts, or deliberately flood the property.

21. Alterations

- 21.1 You must not make any structural alterations to the property and must obtain our written permission, which will not be unreasonably withheld, before doing any of the following:
- a) Making additions, alterations, replacements, modifications or improvements to the property including the removal of internal doors.
 - b) Decorating the exterior of the property.
 - c) Making any alteration to the fencing or border of the property.
 - d) Fitting any type of aerial or satellite dish.
 - e) Cutting down any tree, shrub or hedge.
 - f) Constructing a hardstanding.
 - g) Erecting an external structure.
- 21.2 Any additions, alterations, replacements or improvements involving a gas fired appliance, or gas supply pipes or fittings, must be carried out by a CORGI registered engineer.

- 21.3 Any additions, alterations, replacements or improvements to the electrical systems, must be carried out by a registered competent person or by applying for the work to be checked by our Building Control Department.

22. Emergency Repair Service

- 22.1 You, other members of your household, guests or visitors to your home must not abuse our Emergency Repairs Service by reporting repairs that are not of an emergency nature. Repairs that are considered an emergency are as follows:

- a) Gas leaks.
- b) Major leaks to water systems or roofs.
- c) Total failure of electrical power and/or lights.
- d) Blocked drains or toilets.
- e) Blocked sink waste pipes in high rise flats.
- f) No heat in a property occupied by an elderly person.
- g) Toilet not working where there is only one in the property.
- h) Repairs to doors or windows where property or building security is affected.
- i) Faulty cooker points.
- j) Dangerous electrical fittings.
- k) Gale or storm damage causing danger to life and property.
- l) Overflow running continuously.
- m) Emergency repairs to make the property safe, eg Boarding up windows, tightening loose handrails, lock repairs or renewals, covering up exposed manholes or gulley grids.

23. Recharge of Incurred Costs

- 23.1 You will be responsible for paying us any costs that we have incurred as a result of any of the following:

- a) Carrying out repairs or decorations which are your responsibility which we have done due to your failure to do so.
- b) Making good any damage caused by you, another member of your household, guest or visitor to the property.
- c) Responding to unjustified emergency repair callouts made by you, another member of your household, guest or visitor to the property.
- d) Any work relating to access to your property, planned or emergency.
- e) Any legal proceedings initiated.
- f) Waste and neglect by you, another member of your household, guest or visitor to your property.
- g) Acts of negligence, wilful or malicious damage by you, another member of your household, guest or visitor to the property.
- h) Any work required to common parts or neighbours properties as a consequence of acts of negligence, wilful or malicious damage by you, another member of your household, guest or visitor to you property.
- i) Misuse of a decoration pack.
- j) Any damage, waste or neglect when your tenancy ends.
- k) Theft or damage of any of our fixtures and fittings of the property or common parts.
- l) Any storage of personal belongings and effects.
- m) Any work to make the property secure due to an act or omission by you, another member of your household, guest or visitor to the property, or by another third party.

24. Temporary Accommodation

- 24.1 You will be required to move out of the property if any major defect or repair is identified by us and the necessary work cannot be undertaken while you remain in occupation.
- 24.2 If we offer you another property that you can temporarily occupy whilst the necessary works are completed to your property, you will remain liable for complying with all obligations at your property including the payment of rent.
- 24.3 If you are entitled to receive Housing Benefit, you must advise the Revenue and Benefits Department of your temporary address and when you return to your property.
- 24.4 You must ensure that you maintain the temporary home to the same decorative and repair standard as when you moved in and must pay us any costs for repairs we have to carry out if this is not the case.
- 24.5 If you fail to comply with your agreement, we may take legal action for possession of the main property and your temporary home.
- 24.6 You must return to your property once all necessary work has been completed.

25. Going to Prison

- 25.1 If you are held on remand or sentenced and go to prison, you must notify us immediately.
- 25.2 If you are sentenced to prison, you remain liable for complying with this agreement and could end up losing your home.

26. Roadways, Vehicles and Car Parking

- 26.1 You agree to the following:
 - a) Not to park on the property except in a garage, on a driveway or hardstanding having a proper approved access with dropped kerbs.
 - b) Not to park on any grassed verge, footpath, other landscaped area or amenity area, or to allow other members of your household, guests or visitors to do so.
 - c) Not to park any large vehicle (commercial or otherwise), caravan, motorhome, boat or trailer on the property without our written consent.
 - d) Not to park any large vehicle (commercial or otherwise), caravan, motorhome, boat or trailer, to park on any land owned by us, including car parking bays.
 - e) Not to cause an obstruction on the highway, block access to any other property or any car parking facility.
 - f) Not to allow any untaxed, unroadworthy or stolen vehicle to be parked on the property, or on any communal areas or car parking bays.

27. Repair of Vehicles

- 27.1 You must not carry out repairs to any motor vehicle at the property.

28. Signs and Advertising

- 28.1 You agree not to place up any signs, literature or hoardings on the property or common parts.

29. Ending Your Tenancy

- 29.1 You agree to give us four weeks notice in writing ending on a Monday if you wish to end your tenancy. If you are a joint tenant, then notice given by either of you will end the tenancy for both of you. A standard Form of Notice, which can be used, is on page 32 of this agreement.
- 29.2 You must continue to pay rent until the tenancy has ended.
- 29.3 You must make sure you redirect all your mail to your new address at the end of your tenancy.
- 29.4 You must ensure that all utility services are paid up to the date you move out of the property.
- 29.5 You must allow us to inspect your home and/or show potential tenants around, provided we have given you reasonable notice, before the end of the four week notice period.
- 29.6 We can only end your tenancy by obtaining a court order, or by serving you with four weeks notice ending on a Monday, if you no longer occupy the property as your only or principal home, or if you have sublet or parted with possession of the whole of the property.

30 Moving Out

- 30.1 When you move out of the property you must do the following:
- a) Give us vacant possession.
 - b) Return all keys and fobs to the property and common parts.
 - c) Remove all furniture and personal possessions.
 - d) Remove all rubbish and refuse from the property, internally and externally.
 - e) Ensure that the property is left in good repair, good decorative order and hygienic.
 - f) Ensure that all gardens to include grass, bushes, hedges and shrubs are trimmed and cultivated as appropriate.
- 30.2 We will not accept responsibility for anything you leave at the property at the end of your tenancy and we will charge you for the cost of having to clear the property, the garden or common parts, or do any works that are your responsibility or dispose or store any of items left at the property at the end of your tenancy.
- 30.3 We reserve the right to dispose of any items, goods or personal possessions left at the property without any liability to you or any third party.

31. Variation of Tenancy

- 31.1 We may vary the amount of rent or other charges payable under the tenancy by giving you at least four weeks prior written notice.
- 31.2 We may vary the other conditions of the tenancy by serving a minimum of four weeks prior written notice of the variation. Before doing this, we must first invite your comments on the proposed change and take any comments you do make into consideration.

32. Landlord's Address for Service of Notices

- 32.1 We hereby give you notice in accordance with Section 48 (1) of the Landlord and Tenant Act 1987, that the address at which written notices (including notices in proceedings) or other correspondence about this agreement should be served on us at:

Northampton Borough Council
The Guildhall
St Giles Square
Northampton
NN1 1DE

or by email to tenancymanagement@northampton.gov.uk

- 32.2 Any notice to be served on you may (in addition to any other methods permitted by law) be served by:
- a) Handing it to you or anyone else on the property.
 - b) By leaving it or sending it by ordinary prepaid post or registered post to your last known address that is different from the property.
 - c) Whether or not you or anyone else occupies the property, by leaving it or sending it by ordinary prepaid post or registered post to the property.
- 32.3 If you are a joint tenant, then a notice served upon one of you will be treated as served on both of you.

PART G HOW WE MAY END YOUR TENANCY

1. Your Security of Tenure and How Your Tenancy Can Be Ended

- 1.1 You have security of tenure as a secure tenant so long as you occupy the property as your only or principal home.
- 1.2 We can only end your tenancy by obtaining an order for possession of your home from the court on one of the grounds listed in Schedule 2 of the Housing Act 1985 (as amended by the Housing Act 1996).
- 1.3 We will normally give you at least four weeks notice of our intention to seek a possession order unless it is just and equitable to dispense the requirement of a notice.

2. Demotion Order

- 2.1 We may apply for a Demotion Order under Section 82A of the Housing Act 1985 (as amended by the Anti-Social Behaviour Act 2003).
- 2.2 If we intend to seek a Demotion Order we will give you four weeks notice in writing unless the court has allowed us to go ahead without serving notice on you.
- 2.3 If a Demotion Order is awarded against you, then your Secure Tenancy will end on the date the order is awarded and will be replaced with a less secure type of tenancy.
- 2.4 If your tenancy is demoted, you lose both the right to buy and any discount for the period you hold a demoted tenancy.
- 2.5 If your tenancy is demoted, you lose the right to exchange during the period you hold a demoted tenancy.

3. Injunction

- 3.1 We reserve the right to seek injunctions to require you to comply with, or to stop you breaching your obligations under this agreement. This may be in addition or as an alternative to any possession proceedings, under the grounds listed in Schedule 2 of the Housing Act 1985 (as amended by the Housing Act 1996). We may also claim damages arising from any breach by you and costs.

4. Anti-Social Behaviour Order (ASBO)

- 4.1 We reserve the right to apply to court for an Anti-Social Behaviour Order against you, another member of your household, guest or visitor to your property if you/they have behaved in a way that is likely to have caused harassment, alarm or distress to person(s) outside your household.

5. Parenting Order

- 5.1 We reserve the right to apply to court for a Parenting Order against you, if you are the parent of a child or young person and we believe that the child or young person has engaged in anti-social behaviour and resides or appears to reside with you.

DRAFT

TENANT'S NOTICE TO QUIT

BY HAND / OR FIRST CLASS POST* (* delete as appropriate) **TO:**

The Head of Landlord Services
Northampton Borough Council
The Guildhall
St Giles Square
Northampton
NN1 1DE

I (print name)

am the sole / joint tenant of the premises known as

..... **Northampton**

which I hold with (print name of other joint tenant if applicable)

I / **we** give the Council at least four clear rental weeks notice from the date you receive this notice of **my / our** intention to terminate the said tenancy in accordance with Clauses 29.1 of **my / our** tenancy agreement on Monday the day of 20 (ending on a Monday, being at least the 5th CLEAR Monday AFTER the date of this Notice) or the day on which a complete period of the tenancy expires next being four weeks from the service of this Notice

I / **we** will be able to give vacant possession and will return the keys to **my / our** area Housing Officer on

I / **we** will not be able to give vacant possession (give reason and details of those people left in the property)

Signature 1 (print name)

Signature 1 (print name)

Dated

USEFUL TELEPHONE NUMBERS

HOUSING ENQUIRIES

For more information regarding your rights as a tenant
please contact the Housing Helpline on:

0845 3300637

EMERGENCY REPAIRS

If you wish to report an emergency repair
please telephone:

01604 837999

DOMESTIC VIOLENCE

If you have been a victim of Domestic Violence
please telephone:

Domestic Violence Helpline – 0808 2000 247

or

The Sunflower Centre – 01604 233684

HOUSING ADVICE

For more information regarding your rights as a tenant
please contact Northampton and District Citizen Advice Bureau on:

0844 855 2122