

DRAFT SECURE TENANCY AGREEMENT

Appendix 2

DIFFERENT FORMATS

DRAFT

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PART A INTRODUCTION¹

Welcome to your new Northampton Borough Council home.

This document is your Tenancy Agreement. It is a legally binding contract between you, the tenant, and the Council, your landlord. It explains the rules that both must follow. It also gives details of the rights that you enjoy as a secure tenant and the rights of the landlord. By signing it you agree to abide by all its terms and conditions.

We hope that this agreement will help you to enjoy your home. It will also help us to take action against those few people who break the rules and who cause upset to others by engaging in nuisance and anti-social behaviour or causing or allowing other members of their household, guests or visitors (including children) to do so.

It is important that you take time to read the agreement so that you are fully aware of your rights and obligations to the Council and the Council's rights and obligations to you. More detailed information is given in your Tenant Handbook. If you are unclear about anything in this agreement please ask us for more information. **You may wish to obtain independent advice from a Citizens Advice Bureau, a housing advice centre, a law centre or a solicitor.**

Where there are two or more² tenants, then you are each individually and jointly responsible both for your own actions and those of the other tenant(s). You are, therefore, jointly and individually responsible for ensuring that all of the tenant responsibilities in this agreement are met.

You are also responsible for the behaviour of any other person that lives at or visits your home, including children.

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

Alterations³

any changes or additions to your home that are different to when you signed this agreement, **including but not limited to fitting new kitchens, doors, windows, heating or bathrooms. It also includes any changes you make to the area outside such as garages, sheds or driveways.**

Anti-social Behaviour

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

a way of transferring your tenancy to someone else.

Block

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

Civil Partner(s)⁴

means two people of the same sex who have registered a civil partnership in accordance with the provisions of the Civil Partnership Act 2004.

Common Parts

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, **lifts**⁵, drying areas and refuse facilities. It also includes outside areas you may share or use with others such as grassed areas.

Demoted Tenancy

a one year probationary period obtained by court order, which enables the Council to demote a secure tenancy where the tenant has engaged in Anti-social Behaviour, resulting in reduced rights to the tenant.

Fixtures and Fittings

items we provide in your home such as kitchen units and appliances, sanitary ware, **heating appliances etc. Examples include but are not limited to toilets, sinks, baths, radiators, central heating boilers and water tanks.**⁶

Garden

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

Guest(s)	a person invited into your house and/or allowed to stay in your house.
Harassment	a range of criminal and offensive behaviour that is motivated by or the victim believes is motivated by hostility towards an individual or group.
Livestock ⁷	includes any creature kept for the production of food, wool, skins, or fur or for the purpose of its use in the farming of land or the carrying on in relation to land of any agricultural activity, for example cattle, sheep or poultry.
Local Area	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	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 normally living in your household.
Mutual Exchange	swapping your tenancy with another Council or Housing Association secured or assured tenant.⁸
Neighbour(s)	any person living in the Local Area.
Property	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	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	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	housing⁹ 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, civil partner, 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. In some cases the law requires them to have been living with you for the 12 months prior to your death. ¹⁰
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(s)	includes cars, motorbikes, moped, boats, caravans, motorhome ¹¹ , vans, trailers and mobility scooters.
Visitor(s)	people who do not live with you but who come to see you at your home.
We, us, our	Northampton Borough Council, Councillors, Officers of the Council or any Contractor or Agent we may appoint to act on our behalf.
Written Permission	any written communication from us giving you permission to do something. ¹²

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
- 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 only or main home
 - You have not been ordered to leave the Property by the court
- 1.7 **If you comply with 1.6 above you will have security of tenure. This means that we cannot end your tenancy unless we get an order for possession from the court. The court will not normally grant possession unless we have served you with a notice explaining why we want to repossess your home. In most circumstances, the court will only give us a possession order if we can show we have acted reasonably.¹³**
- 1.8 You must use your home as your only or main home. If you do not, you lose your security of tenure and we may ask the court to end your tenancy. This means that you put your home at risk if you:
- Sub-let the whole of your Property to someone else without seeking our Written Permission first and move away from the Property
 - Assign your tenancy to someone else
 - Are away from the Property for a long period of time and show no reasonable signs of returning
- 1.9 If you are joint tenants you are both responsible, individually and together, for keeping to all of the terms and conditions of your agreement.

- 1.10 If this is a joint tenancy, occupation by one of the joint tenants as his or her only or main home will maintain security of tenure.
- 1.11 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 end on a Monday. 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.
- 1.12 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 regardless of the wishes of the other joint tenants. If this happens, the Council will decide, in accordance with its allocation policy, whether any of the remaining joint tenants will be given a tenancy and allowed to remain in the Property.**¹⁴

THIS TENANCY AGREEMENT IS A LEGAL CONTRACT BETWEEN

US: Northampton Borough Council of The Guildhall, St Giles Square,
Northampton, NN1 1DE, and

YOU: the tenants listed below

Tenant's full name (Block capitals)	National Insurance number ¹⁵
	<div style="border: 1px solid black; padding: 2px;"> <div style="background-color: black; width: 100%; height: 100%;"></div> </div>
Tenant's full name (Block capitals)	National Insurance number
	<div style="border: 1px solid black; padding: 2px;"> <div style="background-color: black; width: 100%; height: 100%;"></div> </div>

Where more than one tenant is 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.

This Tenancy Agreement relates to the following address:

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

Monday 20.....

The weekly rent is: £

PLUS

Heating charge £.....

Support services charge £

Warden charge £

Caretaking/cleaning £

Other charges £

Total weekly rent £

You have been given [.....] front door keys, [.....] back door keys, [.....] window lock keys, [.....] meter cupboard keys and [.....] door entry fobs. If you lose any of these, we will charge you for new ones 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 and Council Tax Benefits and Housing.

By entering into this Tenancy Agreement you consent to us disclosing any relevant personal information to third parties such as (but not limited to) the Police, **other councils or Housing Associations**.¹⁶ 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 keep to them. I / We confirm the above photograph(s) is / are a true likeness of myself / ourselves and that all information given is correct.

Your Signature(s):

(1)

Date:

(2)

Date:

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

(signature).....

Date:

(officer's name – print in capitals)

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 11 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 As long as 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 at your home at the time of your death and this was their only or main home, 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 only or main home.

2.2.3 Another member of your family will include persons living together as husband and wife or **Civil Partners**, parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, half brothers and sisters, stepchildren **including stepchildren of Civil Partners**.¹⁷

2.2.4 **In the case of a Demoted Tenancy your husband, wife or Civil Partner 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 only or main home.**¹⁸

- 2.3 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.

- 2.4 If you have a joint tenancy the other joint tenant will automatically take over the tenancy when you die. In law this counts as one succession.

- 2.5 **If there is more than one person qualified to succeed, a husband or wife or Civil Partner will take precedence. If there is no such person, but there is more than one family member who meets the conditions for succession, they should choose between them who should succeed to the tenancy. If no agreement can be reached, the Council will decide who succeeds.**¹⁹

- 2.6 Where the Property is in our opinion larger than is reasonably required and the successor tenant is not the husband, wife or Civil Partner of the original tenant, we may require the successor tenant to move to a smaller more suitable Council tenancy.
- 2.7 **Where the Property has been designed or adapted for someone with special needs and these facilities are not required by the successor tenant, we may require the successor tenant to move to a more suitable Council tenancy.²⁰**
- 2.8 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.
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 **secured** or **assured**²¹ tenant subject to the following conditions:
- 3.1.2.1 You must obtain our Written Permission before exchanging your home with another Council or housing association tenant. The tenant you are swapping with must also obtain their landlord's written permission to the exchange. We will confirm our agreement to your swapping your home within 42 days of receiving your application. **If you carry out a Mutual Exchange without our Written Permission you will lose your security of tenure. We can end the tenancy by serving a notice to quit. We will then apply to the court for a possession order** ²².
- 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 **Your Property is suitable for an elderly person and it was first let before the 1 January 1990 to be lived in by someone aged 60 or over.**²³

4.2.3 If your secure tenancy has been replaced with a Demoted Tenancy.

4.2.4 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.

4.4 **You cannot buy your home under the right to buy scheme if you have a bankruptcy petition pending against you; you are an undischarged bankrupt or you have made an arrangement with your creditors, which remains to be fulfilled.**²³

4.5 **We will not allow you to complete your right to buy until you have paid all outstanding rent and other charges.**²³

4.6 **If you have committed acts of Anti-social Behaviour, we can apply to court asking for your right to buy to be suspended**²³

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 **upto a maximum of £50.**²⁴

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 Written 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 and building control consent 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:

- 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 and work must have been carried out by competent persons to a good standard meeting all regulations. You should make a claim when you give notice to end your tenancy. Alternatively you can put in a claim up to 14 days after the tenancy ends. If you qualify we will not make any payments until your 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.

7.5 No compensation will be paid in cases where the amount claimed is less than £50. The maximum you can receive in compensation is £3000.

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 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 Manage²⁵

11.1 **Tenants can have a right to manage subject to criteria set out under The Housing (Right to Manage) (England) Regulations 2008. This means that they can look into setting up a tenant management organisation to run the housing service on the Council's behalf. The rules in the regulation s need to be followed correctly and there would need to be a vote of tenants affected. After any transfer to a tenant**

management organisation, the Council would remain the landlord and this Tenancy Agreement would continue to apply.

12. The Right to Vote on Transfer to another Landlord²⁶

12.1 If transfer of ownership of your property to another landlord is proposed, secure tenants will have the right to vote on such a proposal.

13. The Right to a Home Loss Payment²⁷

13.1 Tenants who are forced to leave their home permanently through no fault of their own can in some circumstances claim compensation. They may be eligible for a home loss payment for the personal upset caused by the loss of their home and a disturbance payment to cover the expenses they incur.

13.2 Payment will be made where the tenant is required to leave to permit demolition or redevelopment by the Council or a housing association.

13.3 To qualify for a home loss payment tenants must have held their tenancy for at least one year and must claim within 6 years of moving out. The amount to be paid is set by regulations.

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 any of the following apply:
- 2.1.1 We, our agents or contractors need to come into your home, subject to reasonable notice, for the purpose of inspection, carrying out gas **safety checks**²⁸, 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, for example a warrant or an injunction, has been granted allowing us to access your home or allowing us to deny you access to your home.²⁹

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 shared 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 space/central heating installations.
- Electrical 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 the exterior and structure of 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 agree to consider and investigate your complaint, in line with our complaints procedure and our current service standards **and decide what action (if any) in the circumstances is appropriate to take.**³⁰

- 5.4 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.
- 5.5 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.
- 6.5 **We, our agents or contractors will carry and show identification.³¹**

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 Accommodation 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 Charges³²

- 2.1 You must promptly pay your rent and any other charges due as notified to you by us.
- 2.2 The rent and any other charges 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 are 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 total rent and other charges, plus any arrears that are outstanding.
- 2.5 You can pay your rent and other charges using one of the approved methods of payment, listed 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 your rent and other charges are in 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 comes into force.
- 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 this Property.

3. Housing Benefit³³

- 3.1 You must move into your home when your tenancy starts, or else you may lose your entitlement to receive Housing Benefit.
- 3.2 You must provide all of the information and documents upon request, and within the specified time, in relation to your application for Housing Benefit.

4. Use of Your Home

- 4.1 You agree to use your home as a private residence only for your occupation and that of other Members of your Household.
- 4.2 You must not use your home or any part of it for a business without our Written Permission. We will not give permission if we think it would result in a breach of 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.

6. Assigning Your Tenancy

- 6.1 You must not assign (transfer) your tenancy otherwise than in accordance with Part D, paragraph 3 of this Tenancy Agreement.

7. Looking After Your Home

7.1 General

- 7.1.1 You must 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 Local Area.
- 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 straight away 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 Property or its surroundings in any way, or allow any pets or animals to foul in these areas. **This includes ensuring that neither you nor a Member of your Household, Guest or Visitor urinates in the lifts.**³⁴
- 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 or voucher card 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 Parts 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/Vehicles

7.8.1 You must not keep any petrol or diesel driven motor in any part of the Property or Common Parts including but not limited to balconies.

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, **other than as required for normal domestic use**,³⁵ 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 Parts.

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 Common Parts.

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, weeding, 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, Common Parts 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. **If we grant permission we may ask you to keep to a height limit.**³⁶
- 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. Where possible you must use any recycling facilities we provide.**³⁷
- 9.2 If you share any Common Parts 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 dispose of any other material that we do not normally collect for free **by paying for it to be collected or by taking it to a refuse disposal centre.**³⁷
- 9.7 **You must put recycling materials in the recycling boxes that we provide.**³⁷

- 9.8 You must not create an accumulation of rubbish in the street, in a garage area or on any other land within the immediate vicinity.
- 9.9 You must not dispose of any other material that we do not normally collect for free in the rubbish bags, bins or recycling boxes.
- 9.10 You must not dispose of any medical waste including sharp objects such as needles in the rubbish bags, bins or recycling boxes.³⁷**

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 **three working days**³⁸ written notice for the purposes of:
- Inspecting the condition of your home
 - Carrying out repairs, which are the Landlord's responsibility
 - Cleaning and removal of items posing a potential health risk
 - Disinfestations
 - Improvements
 - Alterations or other works to your home or adjoining property
 - Carrying out a gas safety inspection or service
- 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 Common 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, Civil Partner or partner, other family member, former husband or wife or former Civil Partner or 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 may include, 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 Common Parts.
 - j) Propping open or damage 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 Common Parts.
 - r) Riding motorcycles on pavements and in other inappropriate locations in the neighbourhood.
 - s) Criminal damage.

- t) Malicious damage of Fire Alarm Call Points, fire detection or fire fighting systems.

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 **actual or perceived**³⁹ reasons:

Because of someone's

- a) race
- b) age
- c) colour
- d) nationality
- e) ethnic or national origins
- f) gender
- g) religion
- h) sexuality
- i) disability
- j) mental or physical impairment
- k) HIV status
- l) or for 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.
- h) The imprisonment of another person.

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 **and providing secure storage facilities**.⁴⁰

18. Animals

- 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, **small**⁴⁰ 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. **You need to obtain permission for each dog.**⁴⁰
- 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, **Common Parts**⁴⁰ or the neighbourhood without cleaning it up.
- 18.6 **You must ensure that domestic and hygienic standards are maintained at the Property at all times.**⁴⁰
- 18.7 Any animal that is kept at your home, whether it is yours or not, remains your responsibility.
- 18.8 You agree to keep under control any animals kept at your home.
- 18.9 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. **We may ask you to responsibly rehome any pet or animal that breaches this condition.**⁴⁰
- 18.10 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.
- 18.11 You must not keep any animals, reptiles and insects for breeding purposes.

- 18.12 You may not keep any Livestock at the Property **without our Written Permission.** ⁴¹
- 18.13 You may keep up to two cats.
- 18.14 You may not erect any external structures such as aviaries, pigeon lofts or ponds without obtaining our Written Permission.
- 18.15 If we give you permission for the keeping of an animal, **it lasts for the lifetime of that animal,** ⁴¹ but 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 and external 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 Gas Safe 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 or because you have failed to do them to the required standard.
- 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 your Property.
- i) Misuse of a decoration pack or voucher card.
- 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 and other charges.
- 24.3 If you 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 if you fail to do so.

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 Permission.
 - d) Not to park any large Vehicle (commercial or otherwise), caravan, motorhome, boat or trailer, 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 Common Parts or car parking bays, **unless**

in the case of untaxed Vehicles you have obtained the appropriate notice from the vehicle licensing authorities. Any unroadworthy Vehicle must belong to you or a Member of your Household and be pending imminent minor repairs.⁴²

26.2 If your Vehicle is roadworthy and taxed you may park it outside the Property provided you have off street parking.⁴²

27. Repair of Vehicles

27.1 You must ensure that any vehicle maintenance carried out on or in the vicinity of the Property does not go beyond minor repairs to your own Vehicles or those living within your household. Repairs must be done at times or in a way that do not cause or are likely to cause a nuisance or annoyance to neighbouring residents and waste products should be disposed of appropriately⁴³

28. Signs and Advertising

28.1 You agree not to place up any **offensive or commercial ⁴⁴ 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 at the end 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 meters for example, gas, electricity, water and telephone have been read and 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 main 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 of or store any 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 The address at which written notices (including notices in court proceedings) or other correspondence about this agreement should be served on us is:

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

- 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 OR TAKE ENFORCEMENT ACTION AGAINST YOU

1. How Your Tenancy Can Be Ended⁴⁵

- 1.1 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).
- 1.2 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 with the requirement of a notice.

2. Enforcement Action

2.1 General

If you breach this agreement or commit acts of nuisance, Anti-social Behaviour, Harassment or domestic violence, the Council may use a range of enforcement action instead of or in addition to ending your tenancy.

2.2 Demotion Order

- 2.2.1 We may apply for a Demotion Order under Section 82A of the Housing Act 1985 (as amended by the Anti-Social Behaviour Act 2003).
- 2.2.2 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.
- 2.2.3 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.
- 2.2.4 If your tenancy is demoted, you lose both the right to buy and any discount for the period you hold a Demoted Tenancy.
- 2.2.5 If your tenancy is demoted, you lose the right to exchange during the period you hold a Demoted Tenancy.

2.3 Injunction

- 2.3.1 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 to 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 and costs arising from any breach by you.

2.4 Anti-social Behaviour Order (ASBO)

- 2.4.1 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, who has behaved in a way that is likely to have caused Harassment, alarm or distress to person(s) outside your household.

2.5 **Parenting Order**

- 2.5.1 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.

TENANT'S NOTICE TO QUIT

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

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

I/we (print name)

am the sole tenant ☐ (tick one box)
am a joint tenant ☐

of the premises known as (address)

..... Northampton

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 the tenancy agreement on

Monday the (date) day of(month) 20 (year)

(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. *(Ask us for advice if you are not sure what date to put)*

I also give notice to terminate the licence of my garage at

..... (number of your garage)

..... (street address for your garage)

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

YOUR HOUSING OFFICER⁴⁶

Your Housing Officer is

Telephone

If you have any problems paying your rent please contact your Rent Income Officer

..... Telephone