

Non-Secure Tenancy Agreement

This Agreement ("**this Agreement**") is made on
between Swindon Borough Council ("**the Council**")

and("You" "the Tenant")

in respect of ("the Property")

1. Legal Position

The Council does not own your home. It only has a lease of it from the owner to provide temporary housing accommodation. The tenancy is granted by the Council to you in pursuance of a function of the Council under the homelessness part (Part VII) of the Housing Act 1996 as amended by Homelessness Act 2002 and it is not a secure tenancy because it is excluded by paragraph 4 of Schedule 1 to the Housing Act 1985. This means at the end of the lease the Council is required to give the owner vacant possession of the property. Before the end of the Council's lease, it will serve you with a notice requiring you to vacate your home. Provided you remain entitled to housing from the Council and you are not in breach of the terms of this Agreement, the Council will offer you suitable alternative accommodation, and you will have to leave your home on the date specified in the notice. The Council may terminate this Agreement before the lease expires if you are in breach of this Agreement or refuse an offer of suitable alternative accommodation.

2. Agreement to Let

The Council agrees to let and the Tenant agrees to take the Property with the contents on a weekly tenancy from
until determined by notice at the Rent subject to the following terms and conditions.

1. Your Responsibilities:

1.1 **To Pay Rent**

You must pay the **Rent** £..... per week in advance on the Monday of each week without any deduction or set off. The rent may be changed by the Council in the manner described in paragraph 5.1 of this Agreement.



1.2 **To Pay Council Tax, and For Services**

You are liable to pay your own Council Tax, water and sewerage charges, electricity and gas charges, all charges for the use of telephones including rental and any ancillary charges.

1.3 **Not to assign, sublet or part with Possession**

You must not:

1.3.1 assign your tenancy to any other person;

1.3.2 part with possession of your home:

1.3.3 sublet the whole or any part of it to any other person.

1.4 **Rubbish**

1.4.1.1 You must dispose of all rubbish in a safe and appropriate manner. Rubbish must be placed in a dustbin, refuse chute or any other area designated by the Council the Landlord.

1.4.1.2 You must not store or accumulate rubbish in your home.

1.5 **Use**

1.5.1 You must not use your home for anything (i.e. carry on any trade or business at the Property) except as a place for you and your family to live.

1.5.2 You must use and occupy your home as your only or main home.

1.5.3 You must tell the Council if you are going to be away from your home for more than two weeks.

1.6 **Behaviour**

1.6.1 You must not use your home for illegal or immoral purposes.

1.6.2 You must not cause any nuisance, annoyance or disturbance to your neighbours or anyone else living in the locality of your home.

1.6.3 You must not encourage or allow anyone living with you or any of your visitors to cause nuisance, annoyance or disturbance to your neighbours or anyone else living in the locality of your home.

1.6.4 You must not harass anybody in the locality of your home. Harassment includes harassment on the grounds of age, disability, race, religion, sex or sexuality. Examples of the sort of behaviour which amounts to harassment are:

violence or threats of violence;

verbal abuse or insults;

damage or threats of damage to somebody else's home or belongings;

writing graffiti, which is threatening, abusive or insulting;

acting in a way which you know will upset, or disturb, or cause inconvenience to somebody else.

1.6.5 You must not cause damage to your home and you must not write graffiti on your home.

1.6.6 You must not encourage or allow anybody else to cause damage to your home.

1.6.7 If you cause any damage to your home, or write graffiti on it, or encourage or allow someone else to do so, you must pay the Council the reasonable cost of repairing that damage, or removing the graffiti, as soon as the Council demand payment from you.

1.6.8 You must not use or threaten violence against or harass or abuse any employee of the Council or Neighbour.

1.6.9 You must not use or threaten violence against or harass any other person who lives with you or who is visiting you.

1.7 Allowing People authorised by The Council to come into your Home

You must allow access to the Property for the person/persons authorised by the Council, so long as the Council tell you in advance of when those people are coming, and they are not coming at unreasonable times. In an emergency you must let those people in even if the Council has not told you in advance. The Council will allow people to enter your home to inspect your home and/or to check its condition and/or to inspect it for re-letting and/or to carry out any works to it or to any property near or next to your home, which the Council owns. You agree that in an emergency the Council will obtain access, by a lock change if necessary, if the Council has been unable to contact you to get your permission to allow access.

1.8 Payment of Bills etc.

You must ensure that all accounts issued by relevant authorities or suppliers are issued to and made out in your name for the duration of this tenancy. You must settle all such accounts within a reasonable period of receipt of them. If any service or facility is disconnected for non-payment of an account, you must pay the reconnection charges and indemnify the Council against any demands or claims in respect of them.

1.9 Repairs

You must keep the interior of the Property in a good state of repair and condition, clean and tidy and properly maintained.

1.10 Decoration

You must keep the interior of the Property in a good state of decorative condition. You must not damage the walls with nails, pins, glue or adhesive. You must make good any damage so caused by immediate repair and decoration.

1.11 Contents in Your Home

You must maintain the contents and preserve them from damage and destruction and must not remove any of them from the Property.

1.12 Blocking of Pipes etc.

You must keep the pipes, sewers, drains, conduits gutters and watercourse serving the Property free from obstruction and the lavatories properly cleaned

1.13 Frost Damage

If the Property is to be left unoccupied for more than 48 hours you must take all reasonable steps that are necessary or prescribed by the Landlord to protect the water and central heating systems in the Property from damage by frost.

1.14 Dealing with Contents

You must not purport to sell any of the contents.

1.15 Notice to Repair

You must comply with any written notice served on you by the Council reasonably requiring you to make good any want of repair or failure to keep the Property or the contents in good condition and properly cleaned within the period reasonably required in the notice. If you fail to comply within that period the Council may do the work and charge the expense to you. The expense shall be a debt due from you to the Council.

1.16 Noise

You must not play any musical instrument or device and must not allow noise from a radio, television set, compact disc, tape or record player or equipment to be heard outside the Property after 2300 hours or before 0800 hours.

1.17 Garden

If your home includes a garden, or you share use of a garden with the tenants of the other flats in the building, you must keep the garden tidy.

If there are any trees in the garden, you must not do any work to the trees without first getting the written permission from the Council.

If you do not maintain your garden, the Council may choose to do so, but will recharge you for the cost of any gardening works done to the extent that they are outside his obligations.

You must not store rubbish, furniture or any unsightly objects in your garden (if you have one) or in any garden or other area, which you share with other tenants.

1.18 Telling The Council about Repairs

You must report to the Landlords as soon as possible any repairs, which are needed if it is the Council's responsibility through its Landlords to do those repairs. If you do not report those repairs as quickly as you should and this makes the problem worse or more expensive to repair or causes other problems, the Council may ask you to pay for the extra works involved.

1.19 Bottled Gas and Paraffin

You must not take into your home, or, if your home is in a block, into the block, anything which might explode or be a fire hazard.

1.20 Pests

You must keep your home free from rats, mice and other pests.

You must tell the Council's Environmental Health department as soon as possible if your home becomes infested with rats, mice or other pests.

1.21 Throwing Things from Flats

If your home is in a block, you must not throw, or allow anybody else to throw, from your home, or any areas that you share with your neighbours, anything at all.

1.22 Letting People in You do not know

If your home is in a block you must not let anyone you do not know into any locked areas you share with your neighbours, unless you know that that person is a person authorised by the Council to enter that area under paragraph 1.7 of this Agreement, or is a member of the emergency services.

1.23 Car Parking and Repairs

1.23.1 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home, must not park any vehicle (including a caravan) anywhere except areas marked as parking areas on the forecourt of your home, or if you live on an estate, anywhere else on the estate. Vehicles parked in marked parking areas or forecourts or on an estate, must not cause anyone else a nuisance and must not stop any other vehicles or people from passing easily and safely.

1.23.2 Unless the Council or Landlord tells you otherwise in writing, an estate road is not a place marked for parking. However, you may be allowed to park on an estate road so long as your parking there does not cause anyone else a nuisance or does not stop any other vehicles or people walking from passing easily and safely.

1.23.3 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home must not park for long or regular periods, any heavy,

trade or commercial vehicles in your garden or anywhere else on the estate where your home is, including the areas marked as parking areas.

1.23.4 You and any person living in your home, even if they are only living there temporarily, must not keep untaxed vehicles on your forecourt, in your garden, on your parking space or anywhere else on the estate where your home is.

1.23.5 You and any person living in your home, even if they are only living there temporarily, must not keep motorcycles in your home, or, if your home is in a block, in any areas that you share with your neighbours in communal areas if you live in a flat or maisonette.

1.23.6 You and any person living in your home, even if they are only living there temporarily, and any visitor to your home, must not carry out major motor vehicle repairs or run any form of motor vehicle repair business either from your home (including any garage, garden, or forecourt) or the highway (including your allocated parking space, if any).

1.23.7 You and any person living in your home, even if they are only living there temporarily, must not keep unsightly or damaged motor vehicles or parts of motor vehicles in your forecourt, your garden, your parking space or anywhere else on the estate where your home is.

1.24 **Pets**

You must not keep or allow any animal, bird or reptile in your home without written permission from the Council

1.25 **Unauthorised Persons**

You must not allow or permit any other person to live in your home without written permission from the Council.

1.26 **Advising of Changes in Your Household**

You must tell the Council and Landlords of any change in the details of the people who are living with you in your home within 7 days of such a change.

1.27 **Alterations and Improvements**

You must not make any improvements, alterations or additions to your home.

1.28 **Your Obligations as to Insurance**

1.28.1 You must not do anything, or fail to comply with any requirement, as a result of which the policy of insurance effected by the Superior Landlord on the property may become void or voidable or by which the rate of premium on any such policy may be increased.

1.28.2 The insurance of your property will not cover your personal items or belongings and it is up to you to take an insurance policy if you wish to do so.

1.29 **At The End of Your Tenancy**

1.29.1 You must remove all of your property and belongings, including any rubbish, and leave your home in a reasonable state and condition.

1.29.2 You must notify the Gas Board, Electricity and Telephone Company that you have left and pay the bills up to the date of your departure.

2 Your Rights:

Repairs

2.1 The Landlords on behalf of the Council must keep in repair the structure and exterior of your home (including drains, gutters and external pipes).

2.2 The Landlords on behalf of the Council must keep in repair and proper working order the pipes and other installations in your home which provide you with your water, gas and electricity supplies. This includes basins, sinks, baths and lavatories, electric or gas cookers and fridge if they are provided with your home.

2.3 The Landlords on behalf of the Council must keep in repair and proper working order the heating system in your home and the system for providing hot water.

2.4 The Landlords will not repair any damage caused by:

2.4.1 anything you have done;

2.4.2 anybody living with you or any of your visitors (including in both cases people under the age of 18)

2.4.3 any work which you or people for whom you are responsible have done, even if the Landlord has agreed that you can do this work or get it done;

2.4.4 anything which you or people for whom you are responsible have installed in your home even if the Landlord or the Council have agreed that this may be installed.

3. Termination of This Agreement

3.1 You may end this Agreement at any time by giving to the Council not less than four weeks' notice in writing ending on a Monday.

3.2 Where the Council is required to return the Property to the Landlord and it offers you suitable alternative accommodation, you will vacate your home.

3.3 The Council can end this Agreement if you are in breach of any of your obligations under this Agreement or if you refuse an offer of suitable alternative accommodation made at any time, by giving you four weeks' notice in writing.

4. Changes to This Agreement

The Council may change the terms of this agreement provided that (except in the case of a notice under paragraph 5.1), it follows this procedure:

- 4.1 notice must be served by the Council on you setting out the changes it wants to make to this Agreement or any variation of this Agreement;
- 4.2 you must (if you wish) give your comments to the Council within 21 days of the notice
- 4.3 if the Council decides to make the changes after considering any comments made by you, it must serve a notice of variation on you and the change will take effect 28 days after such notice.

5. You and The Council further agree that:

5.1 Change of Rent

The amount of rent payable by you under this Agreement may be changed by the Council if they give you four weeks' written notice.

5.2 Service of Notices

- 5.2.1 When the Council gives you permission to do anything in the Property it will only be valid if it is in writing and signed by or on behalf of the Council. Any notice you wish to give to the Council must be in writing and will be deemed to be sufficiently served if sent by recorded delivery post to the Council or Landlord or delivered in person to the Head of Homeless Persons Unit.
- 5.2.2 Any notice to be served on you by the Council shall be deemed to be duly served if left at your home or sent to your home by ordinary pre-paid first class post.

5.3 Joint and Individual Liability

- 5.3.1 Where two or more persons are tenants, this Agreement shall apply to you both jointly and individually.

5.4 The Council's Right of Set-off

If at any time you are in arrears of rent but the Council owes you any money in connection with your tenancy, rather than pay the money directly to you, the Council may decide to credit your rent account with the money which it owes you. You will receive notification of the payment if the Council/Landlord does this.

5.5 Improvement and Alteration by The Council

The Landlord is entitled to improve or alter any part of your home which it has a responsibility to repair during the Term.

5.6 Severance Clause

If any term of this agreement is, in whole or in part, held to be illegal or unenforceable to any extent under any enactment or rule of law, that term or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this agreement shall not be affected.

5.7 Contracts (Rights of Third Parties) Act 1999

This agreement shall not operate to confer any rights on any third party and no person other than the parties to it may enforce any provision of this agreement by virtue of the Contracts (Rights of Third Parties) Act 1999

Names of the persons permitted to occupy the accommodation provided.

Full name	Date of birth	Relationship to the Tenant

I/We agree to the terms of this agreement and agree to vacate this accommodation within twenty-eight days of being given notice to leave by the Council.

In signing this Agreement, I confirm that all the information I have given the Council and the Landlord, including the information included in the housing application form which led to me being granted a tenancy under this Agreement, is true and has not changed since I gave that information or signed that form.

Signed: -----

Signed:-----

Signed on behalf of the Council -----

Position: -----



Data Protection

The information you provide will be used for verification purposes and may be disclosed to other departments of the council.

FOI/3032