

Tenancy Agreement

Your tenancy

This is a weekly tenancy agreement for the premises at the address below between:

The Tenant ('also described as you')

and

Swindon Borough Council

('the Council also described as we')

Your tenancy agreement is a legal contract between you and the Council. It sets out the conditions you and we must keep to. **By signing this agreement you are agreeing to keep to the conditions of this agreement and if you do not you may lose your home.**

It is important that you read this agreement carefully and keep it in a safe place. Your tenancy agreement should be read in conjunction with the Tenants Handbook (TH), which further explains the details of your and our obligations.

Address: _____

Start of Tenancy: _____

Tenancy Conditions

By signing this agreement you are agreeing to become a tenant of the Council and to be bound by these conditions. You are entering into a legal contract and your rights are detailed in the Tenants Handbook, which may include additional tenancy conditions which will be attached when needed at Appendix 2.

You have the right to live in the property and the Council will not interfere unless you break any of these conditions or there are grounds under the Housing Act 1985.

The Council can only evict you with a Court Order if there are grounds under the Housing Act for obtaining possession. These grounds can be found attached to these tenancy conditions at appendix 1.

1. Obligations of the Council and Tenant – Repairs and Maintenance

The Council is responsible for:

The maintenance and the repair of the structure and exterior of the property including:

- External walls, external doors, external window frames and sills
- Drains, gutters, external pipes
- Access paths and steps to individual properties
- Roof, chimney (but not sweeping)
- Internal structure
- External decoration

Keeping repaired and in proper working order:

Installations for supplying water, gas, electricity and sanitation (but excluding services up to and including the gas, water and electric meters which are the responsibility of your chosen service provider). Installations for room and water heating fitted by the Council.

Lifts, rubbish chutes and communal lighting serving the building or estate, of which the property forms part.

Making good

Where the Council carries out repairs or improvements that involve damaging the decorations in your property, it will make good the damage or offer a decorations allowance. This will only apply to the particular area of the property or part of the room affected.

Major Works

If major works have to be carried out to your home we will normally work with you and around you. If we can't we will consult you about alternative accommodation.

The tenant is responsible for:

- Plugs (and their chains) for baths, basins or sinks.
- Fuses to appliances and in the fuse box. If we have to replace a fuse or reinstate a circuit in your home because of your faulty electrical appliance, you will be charged for the work.
- Light bulbs, fluorescent tubes (and their starter units) except those in shared areas or in a kitchen of a sheltered flat.
- Battery operated smoke detectors.
- Hat or coat rails or hooks.
- The grids covering channels for surface water and drainage.
- Floor covering or carpets unless we supplied them
- Sweeping chimneys
- Decorating your home.
- Gardens.
- Any items on a mutual exchange, that the new tenant has accepted responsibility for.
- Adjusting internal doors over carpets.

2. Any alteration or improvement that you have made to the property

You must repair or replace any items damaged through neglect, vandalism, carelessness or misuse either by yourself, other members of your household, or visitors (Ref TH 6a-k).

If you fail to repair or replace any items, then you will be charged the cost of repairing / replacing these items.

(i) Informing us about defects

You must inform us as soon as is reasonably possible, about any fault in the premises which it is our obligation to repair.

3. Decoration and general appearance of dwelling and garden

You must keep the interior of the premises in a reasonable state of decoration and keep the dwelling clean and tidy (Ref TH 2g).

You must keep the garden (if any) in a reasonable and tidy condition (Ref TH 4c).

4. Consultation

Before varying this agreement, we will consult you about any proposed change and consider your comments within a reasonable time. You will then be notified of this change. This does not apply to your

rent, charges or other payments for services provided by the Council. The Council will also consult with tenants, tenants groups and other interested bodies about any major changes to the way we provide our service.

5. Joint tenancies

If two or more names appear on the tenancy agreement, you have a joint tenancy. Each person named (joint tenant) is individually responsible for making sure that the rent is paid and that the tenancy conditions are kept to.

A joint tenant's name cannot be taken off the tenancy agreement, and he or she cannot be forced to leave the property, without a Court Order. A joint tenant can end the whole tenancy by signing a termination of tenancy form (Ref TH 3a).

6. Rent

You will be informed in writing of the rent and all other charges for your home that are due in advance every Monday. We may only change the rent or other charges for the premises by giving the tenant four week's notice in writing (Ref TH 2c).

You must pay your rent and all other charges for the premises, whether we ask you to pay them or not, subject to any reductions under the Housing Benefit or

Supporting People Schemes. If you apply for any reduction under the Housing Benefit scheme or Supporting People scheme, it is your responsibility to advise us.

If you are in arrears of rent, and are renting a garage, all payments made will be deemed to be clearing the garage rent arrears first.

In the event that arrears are outstanding from a previous council tenancy, then all payments made by you will be made against these arrears from your former occupancy until the debt is cleared. Any other housing related debts, such as former tenant arrears, court costs and rechargeable works will be placed on your account until the debt is cleared.

If your home has a 'Homeline' system installed this forms an integral part of your tenancy. You must continue to pay the charges incurred for this provision even if you decide not to use the system and this must not be removed, or otherwise interfered with.

7. Access

You must give the Council's officers, contractors or agents access to enter the property at all reasonable times (on production of an official identity card) on receipt of at least 24 hours written notice.

(i) To inspect the state of repair of the property;

- (ii) To carry out repairs, alterations and improvements to the property and/or to the block or estate of which it forms a part;
- (iii) To carry out the annual gas safety check.
- (iv) For other management purposes, these include but are not limited to, carrying out tenancy checks, investigating allegations of illegal occupation, dealing with complaints including responding to complaints of anti-social behaviour and neighbour disputes.
- (v) The Council, its employees and other persons authorised by the Council, shall have the right to enter upon the premises for the purpose of making connections to any services laid in or under the premises, subject to first giving twenty-four hours written notice to the tenant and to making good any damage caused to such premises in so doing.
- (vi) You must allow neighbours and those working for them to enter the property at all reasonable times, after giving you at least 48 hours written notice (except in cases of an emergency), only for the purpose of carrying out reasonable inspections, repairs, alterations, or improvements to their property or services to their property as permitted by the Council, provided they make good any damage caused.

8. Emergency Access

In the case of an emergency you must give immediate access. If, in the opinion of a Senior Housing Officer, there is an emergency, from which personal injury or damage to the premises or neighbouring property might result, you must allow officers or agents of the Council to enter the premises using such means as necessary without giving notice.

The Council may carry out such works as necessary as long as disturbance caused is reasonable in the circumstances. In the case of an emergency the Council may have to:

- (i) temporarily cut off services.
- (ii) temporarily stop all rights of access to the property.

9. Ending of tenancy

You must, at the end of the tenancy, leave the premises and our fixtures and fittings in a condition acceptable to us, in accordance with the requirements of this Tenancy Agreement except for, fair wear and tear and any failure by us to carry out our obligations Ref TH4j).

You must give FOUR WEEKS WRITTEN NOTICE of your intention to leave the property. All Council tenancies begin and end on Monday so the notice period should be arranged accordingly.

The tenancy will end on the last day of this four-week period (28 calendar days), and the rent will be due up to and including the final day.

Or until the end of the week in which the keys are received, whichever is later.

You must also ensure that all belongings are removed and nobody is left in residence. You will be charged for any clearance or works needed which you are responsible for.

10. Nuisance to neighbours, anti-social behaviour and harassment (Ref TH8)

You are responsible for the behaviour of every person living in or visiting your property. This includes responsibility for their behaviour in the property, in communal areas, (stairs, lifts, landings, entrance halls, shared gardens, play areas, and parking areas, etc.), and in the neighbourhood of the property.

You, your friends, relatives and any other person living or visiting property (including children) **must not**:

- (i) Act in a way that is capable of causing nuisance, annoyance, alarm or distress to any person in the neighbourhood. (Ref TH 8b – g).
- (ii) Harass, threaten to harass, use, or threaten to use, violence to anyone in the neighbourhood, or incite others to do so.
- (iii) Use, or threaten to use, violence towards anyone living in your property.
- (iv) Use the property for any criminal, illegal or immoral purposes, including, but not limited to:-
 - i. Selling or conspiring to sell, using, storing, manufacturing or cultivating illegal drugs
 - ii. Storing or handling stolen goods
 - iii. Keeping illegal or unlicensed firearms or weapons within the property
 - iv. Prostitution or soliciting

Anti-Social Behaviour includes but is not limited to;

- using or threatening to use violence
- damage and vandalism of property
- spraying or writing graffiti
- loud music or making other loud noise
- persistent arguing and door slamming
- noise or fouling from pets
- offensive drunkenness
- inappropriate dumping of rubbish
- riding motorbikes or mopeds on anywhere other than a public highway
- car repairs on the estate roads or parking areas or verges
- obstructing any common parts, doorways and other entrances or exits
- throwing items off balconies or from windows
- abandoning vehicles on the estate roads or parking bays
- offensive language

11. Harassment / hate incidents

You, your children or other people residing or visiting the property must not harass or discriminate against any neighbour or other people in the neighbourhood for any reason, and particularly because their race, colour, religion, sex, sexuality, disability or age. The tenant must ensure that members of his/her household, other residents of the premises and visitors do not do so either.

12. Use of communal/shared areas

- (i) You and every person living or visiting your property must keep the halls, staircases, landings, lifts, passageways, gardens etc. in a clean and tidy condition and free from obstruction.
- (ii) You must not smoke in communal areas where "no smoking" signs are displayed. Tenants in sheltered accommodation and their visitors, must not smoke in the corridors, communal lounge, communal areas, stairways, lifts or other shared areas of the building.
- (iii) In the event of a dispute between tenants regarding the use of communal areas the decision of a Senior Housing Officer will be final.
- (iv) You may be recharged for any works to maintain, clear and clean halls, stairways, landings, lifts, passageways, gardens, etc. in accordance with our recharge policy, copies of which are available if requested.
- (v) The communal areas, lifts and services should be used in a reasonable manner and you should ensure that other occupiers of the property, and your visitors do the same.

13. Animals

Any residents living in multi-storey flats or sheltered housing schemes, or their visitors, must not allow any animal, other than a small caged bird to be kept or brought to the premises, unless given written permission to do so on the grounds of disability or other welfare reasons.

Any residents or visitors of other dwellings must not keep any animal on the premises other than a normal domestic pet. Pets must be kept under control and not cause a nuisance or annoyance to neighbours (Ref TH 4d) or foul in the communal areas or in the neighbourhood.

If a pet or other animal causes a nuisance in the neighbourhood, you will be asked to control your pets behaviour, or remove it from the property.

14. Parking of vehicles, caravans etc.

- (i) You must not, without the written permission of the Council:- park a car or other vehicle, or a caravan or boat on any part of their homes, except on an approved hardstanding.
- (ii) You must not and must ensure that members of his/her household, and visitors do not park vehicles on footpaths, pavements, grassed verges, greens or any other open area in or about the estate.

(iii) The parking of caravans or boats on car parking areas is not permitted. Vehicles kept on hardstanding or allotted car parking spaces should be in a roadworthy condition. Caravans kept at the property must not be used for residential purposes. The Council reserves the right to require the removal of any vehicle, caravan or boat which in the opinion of the Senior Housing Officer is inappropriate for the location.

(iv) You, your children or any other person residing or visiting your property, shall not carry out, or allow to be carried out, on or around the premises repairs to or renovation of a motor vehicle except where the vehicle is owned by you or a member of your household. BUT we may, by notice in writing, restrict or prohibit the carrying out of such repair or renovation either absolutely or to such times of the day or for such periods of time as we consider reasonable.

15. Recharges

If we have to carry out works as a result of you not keeping to the terms of this agreement, we will charge you the full cost plus an administration fee, for the Council doing the work. This will be confirmed in writing to you before any works are undertaken.

16. Use of the property

- (i) You must use the premises for residential purposes only. However we will consider

applications for its consent for a limited use of its dwellings for business purposes, such as running an office from a spare room, where the business:

- can be granted planning permission
- does not involve the wholesaling or retailing of goods
- does not require structural alterations to the property
- is not likely to cause nuisance or annoyance to nearby residents

(ii) In all flats you must not use any form of space heating burning propane, paraffin or any other flammable gas or liquid.

(iii) You must comply with all current gas safety regulations and ensure that rooms containing gas fired back boilers are not used as bedrooms.

17. Tenants' improvements

You must not, without the Council's written permission, which shall not be unreasonably withheld:

- (i)** decorate the exterior of the premises;
- (ii)** carry out structural or other alterations or make any addition to the premises;
- (iii)** alter or add to any fixtures and fittings or to any services to the premises;
- (iv)** install fixed gas appliances;

(v) erect any wireless or television aerial, satellite dish or CB radio aerial;

(vi) Put up in the garden of the premises, any items including a shed, greenhouse, fence or garage

18. Assignment, Succession, sub-letting and lodgers

(i) Assignment means the transferring of your tenancy to someone else. It is known as succession when this takes place on the death of a tenant.

Assignment and succession can only take place under the circumstances permitted in accordance with the Housing Acts and only then with the permission of the council. Further details can be obtained from the Housing Offices and the Tenants Handbook (Ref TH4b) and in accordance with our allocations policy.

Subletting means you granting a tenancy to someone else, or parting with possession of part of the property. You may not sub-let, exchange the tenancy, or part with the possession of the whole of the property, unless you have the Council's permission, which will not be unreasonably withheld.

(ii) When applying for permission to sub-let part of the property, or if you intend to take in lodgers, you must inform the Council of the name, age and sex of the proposed sub-lessees or lodgers. When they move out you must tell us the date when they left.

(iii) You may allow any person to live in the premises as a lodger and charge them, but must inform the Council when the person moves in and leaves. If, however, this results in the premises becoming overcrowded, we will ask you to resolve this by asking the lodger to leave. Failure to do so may result in legal action being taken which may result in your eviction (Ref TH 4b).

19. Exchanges

Secure tenants may exchange to another Council or Registered Social Landlord property, but must not move without the written consent of the Council. Details of the procedure to be followed are contained in the Tenant's Handbook (Ref TH 7b).

20. Assault on Council Staff and others

You must ensure that neither you, nor members of your household or visitors, subject Council employees, appointed; contractors, agents, persons or elected Councillors to any physical or verbal abuse, or incite others to do so.

This includes any actual or threatened assault, attack, violent act, or aggression directed towards the above.

21. Residence

You must reside in the property as your principal home and must obtain the Council's written permission for any absence of longer than six weeks.

This includes any term of imprisonment longer than 6 weeks. You need to provide the Council with the following information in writing:-

- (i)** Intended date of departure
- (ii)** Intended date of return
- (iii)** The arrangements you have made to pay the rent and for the care of the property
- (iv)** The address and phone number where you can be contacted by the Council

22. Overcrowding

You must not overcrowd the premises in contravention of sections 324-328 and 330-331 of the Act.

- (i)** An occupier who causes or permits his dwelling to be overcrowded is liable to prosecution for an offence under the Act, and if convicted to a fine of up to level 2 on the standard scale, and a further fine of up to one-tenth of that level in respect of every day on which the offence continues after conviction. Any part of a house which is occupied by a separate household is a "dwelling".
- (ii)** A dwelling is overcrowded if the number of persons sleeping in it is more than the "permitted number" or is such that two persons of opposite sexes, being ten years old or over, who are not living together as husband and wife, must sleep in the same room.

(iii) The permitted number for your home is shown as part of the information sent to you annually about your rent. In counting the number of persons in the home, each child under ten years of age counts as half a person: no account shall be taken of a child under the age of one.

(iv) The Act contains special provisions relating to overcrowding which is due to a child attaining the age of one or ten, and a visiting member of the family. Full information on these special provisions relating to overcrowding can be obtained from the council. If you believe your home is overcrowded you must notify the council.

23. Tenants' Handbook

We as the landlord will take into account the contents of the Tenants Handbook in legally enforcing and observing the terms and conditions of the tenancy agreement.

24. Notices

Any notice required to be served by us upon the tenant(s) under this agreement or any other statutory requirement, will be properly served upon the tenant(s) if addressed to the tenant(s) at the premises and either delivered to the premises or sent to the tenant(s) by pre-paid post.

Any notice required to be served by the tenant(s) upon the Council as landlord should be addressed to the Director of Housing at the Civic Offices, Euclid Street, Swindon SN1 2JH.

25. Declaration

I agree to give authority for my Housing Officer to have access to my Housing Benefit claim and Supporting People records.

I/We understand and agree to accept the conditions of tenancy detailed in this Agreement and acknowledge receipt of a copy.

Additional tenancy clause attached - Appendix 2.
Yes / No (delete as appropriate)

Signed: _____
[Tenant(s)]

Signed: _____
[Tenant(s)]

Signed: _____
[Representative of SBC]

Dated: _____

Appendix 1

Grounds upon which the council may seek possession

1. The tenant has failed to pay the rent.
2. The tenant has committed a breach of the tenancy conditions.
3. The tenant or other person residing in the premises has caused or is capable of causing anti-social behaviour, harassment, nuisance or annoyance to neighbours.
4. The premises were occupied by a married couple/a couple living together as husband and wife, and one partner has left the premises because of violence/threats of violence by the other partner towards that partner or members of that partner's family who resided at that premises.
5. The tenant or other person residing in the premises has been convicted of using such premises for immoral or illegal purposes.
6. The tenant persuaded the Council to give him/her the tenancy by knowingly or recklessly making a false statement, or by someone so acting at the tenant's instigation.

7. The tenancy of the premises was granted to the tenant on a temporary basis while work was carried out to his or her usual accommodation and that accommodation is now ready for re-occupation.

8. The tenancy was assigned to the tenant by way of exchange and a financial inducement was paid in connection with the assignment.

9. The condition of the premises has been allowed to deteriorate because of neglect or failure by the tenant or their visitors, to keep the accommodation in a clean and tidy state.

Under the following grounds the council must provide suitable alternative accommodation.

10. The premises are overcrowded within the rules outlined in Part 1X of the Housing Act 1985.

11. The Council intends within a reasonable time to demolish, reconstruct or carry out work on the premises or the building in which the premises are situated and cannot reasonably do so without obtaining possession.

12. The premises are specifically adapted for a disabled person, there is no longer any such person residing in the premises, and the Council require possession to re-let the property to such a person.

13. The premises are provided or specially adapted for persons with special needs/older people (e.g. sheltered housing). There is no longer any such person resident in the premises and the Council require possession to re-let to such a person.

14. The premises are larger than the tenant reasonably requires, the tenant having only succeeded to the tenancy as a member of the family other than the spouse of the tenant who died and action to seek possession is commenced between six and twelve months after the original tenant died.