



Swindon Borough Council

Introductory Tenancy Agreement

Important information about your Tenancy Agreement

Please read the following information carefully before you sign this document.

By signing this **Introductory Tenancy Agreement** you are agreeing to become our Introductory Tenant.

Your Introductory Tenancy is a trial period and if you successfully complete it, you will become a flexible secure tenant. As an Introductory Tenant you have fewer rights than secure or flexible tenants.

The type of tenancy that you have is an **Introductory Tenancy Agreement** which, upon successful completion of the trial period, will become a:

☐ **10 year Flexible Tenancy**

☐ **5 year Flexible Tenancy**

At the time this agreement is signed your weekly rent is: -

Basic rent	
Service Charge	
Total Rent	

This is a weekly Introductory Tenancy Agreement for the premises at the address below between:

The Tenant ('also described as you')

National Insurance Number

National Insurance Number

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.

Address:

Start of Introductory Tenancy:

The terms of your Introductory Tenancy are the same as those for flexible tenants, as set out in the Flexible Tenancy Agreement which is attached. The **AGREEMENT** is incorporated into and forms part of this

Introductory Tenancy. That means you and the Council must comply with the terms. However some of the terms of the agreement **DO NOT APPLY** whilst you are an Introductory Tenant.

The following terms of the agreement **DO NOT APPLY** whilst you remain an Introductory Tenant:

Duration – Your agreement is initially for 12 months. Only if you successfully complete the trial period will you acquire a flexible tenancy.

3.11 – You do not have the right to take in lodgers or sublet

3.13 - You do not have the right to make improvements or receive compensation for making agreed improvements

3.14 – You do not have the right to buy your home

3.16 – You do not have the right to exchange your home with someone else

3.17 – Except where a court has made an order, you do not have the right to assign your tenancy to someone else.

5.2.1 through to 5.3.5 - The Council's right to end your tenancy. The Council can evict you more easily whilst you are an Introductory Tenant.

During the period of your Introductory Tenancy you must show us that you are responsible enough to keep your Council home. You must keep to the terms of this agreement, in particular your responsibilities set out at section 4 of the agreement. If you do not, we can evict you. It is easier for the Council to evict you when you are an Introductory Tenant but we will still have to serve a legal Notice on you and apply to court for an order.

If, however you keep to the terms of this agreement, you will **automatically** become a flexible tenant after 12 months have elapsed.

Unless we take steps to evict you beforehand, such as serving a legal Notice on you, or applying to court for your eviction, you will remain an Introductory Tenant until

(Date tenancy becomes a flexible secure tenancy)

when you will become a Flexible Tenant.

By signing this Introductory Tenancy Agreement you agree to comply with all the terms of the agreement attached when you become a Flexible Tenant. When you become a Flexible Tenant you will acquire the extra rights which you do not have whilst you are an Introductory Tenant.

If two or more names appear on the Introductory Tenancy Agreement, you have a joint tenancy. Each person 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 and he or she cannot be forced to leave the property, without a court order.

One joint tenant can end the tenancy by giving us the notice set out in section 5 of the agreement.

Before signing this Introductory Tenancy Agreement you may wish to obtain independent advice from an agency such as Citizens Advice Bureau, a law centre or solicitor.

Declaration

I/We have read and fully understand the terms and conditions of this Introductory Tenancy Agreement and I/We accept them and will keep to them. I/We confirm that all information given is correct.

Signed..... Signed.....

Dated..... Dated.....

On behalf of Swindon Borough Council

Signed..... Dated.....

Officers name (printed).....

SAMPLE



Swindon Borough Council

Flexible Tenancy Agreement

By signing this agreement you are agreeing to become our tenant and the conditions of this agreement will become legally binding on you as a tenant and us as a landlord.

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.

One joint tenant can end the whole tenancy by giving us the notice set out in section 5 of this agreement.

Start of Flexible Tenancy:

Your flexible tenancy will be reviewed about 9 months before it is due to end. Unless you are granted a new tenancy your flexible tenancy is due to end on:

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Section 1 - Definitions

Animal Welfare Act - If you have an animal in your home, you are responsible for that animal and must make sure you meet their welfare needs. You must:

- (i) provide your animal with a suitable environment to live in;
- (ii) feed your animal a suitable diet;
- (iii) house your animal with, or apart from, other animals, whichever is appropriate; and
- (iv) protect your animal from pain, suffering, injury and disease.

Anyone who is cruel to an animal, or does not provide for its welfare needs, may be banned from owning animals, fined up to £20,000 and/or sent to prison. (Source DEFRA)

Assignment of tenancy - Assignment is one of the ways in which a tenancy can be legally transferred or 'signed over' from one person to another during their lifetime.

Dangerous dog - a dog described in section 1 of the Dangerous Dogs Act 1991.

Disability - Defined under the Equality Act 2010 – a physical or mental impairment that has a substantial and long term effect on his or her ability to carry out normal day-to-day activities.

Domestic Violence and Abuse - Domestic violence and abuse is a range of abusive behaviours, which include physical, sexual, psychological, emotional or financial. It also includes any incident or pattern of incidents of controlling, coercive or threatening behaviour, between anyone aged 16 or over. 'Controlling' behaviour is: a range of acts designed to make a person dependent by isolating them from sources of support, exploiting their resources for personal gain, depriving them of the means needed for independence and regulating their everyday behaviour.

Fixtures and fittings - all appliances and furnishings (not furniture which can be removed) in the property, including those which supply or use gas and water. E.g. doors, skirting boards, kitchen cupboards, baths, bannisters, hand rails, windows, sinks, toilets.

Flexible tenancy - a tenancy granted under S107A of the Housing Act 1985 as amended by the Localism Act 2011. A flexible tenancy will be for eleven years unless you are a single person when it will usually be for six years. It will be reviewed around nine months before the tenancy end date.

Harassment - The standard definition for harassment is unwanted conduct (on at least two occasions) on the grounds of race, gender, sexual orientation etc, which has the purpose or effect of either violating the claimant's dignity, or creating an intimidating, hostile, degrading, humiliating or offensive environment for them. This includes:

- (i) behaving or acting in a way which threatens the physical or mental well-being of any other person;
- (ii) any behaviour which has a harmful effect on any person's enjoyment of their home or environment; or
- (iii) damaging or threatening to damage property which belongs to another person, including damage in any part of a person's home.

Home (the property) - the property which you live in including the garden (if only you have use of the property). This does not include any shared areas.

Improvement - an alteration or additional work to your home.

Local area - the whole of the estate the property is on including private or other rented properties.

Lodger - a person who you allow to live with you (whether or not you charge them).

Mutual exchange - when you legally swap tenancies with another tenant.

Partner - your husband or wife or someone living with you as if they were your husband or wife including same-sex or civil partners.

Possession Order - this is an order that can only be granted by the courts. The reasons why we can get a possession order are set by law under the Housing Act 1985, which may be amended from time to time.

Relative - this includes parents, children, grandparents, brothers, sisters, uncles, aunts, step-relatives, adopted children, grandchildren, nephews and nieces.

Rent - in this agreement the word 'rent' means all charges you must pay under the terms of this agreement including, for example, service charges.

Secure tenancy - a tenancy in line with the Housing Act 1985.

Security of tenure - your right to live in your home under the tenancy agreement as long as it is your only or main home.

Service charge - an amount we charge as well as rent to cover services we provide to homes which share areas of their property with other households. For example, maintaining grounds, shared lighting.

Shared areas - all parts of the building which all tenants share, for example, the hallways, lifts, stairs, shared landings, shared laundry room, shared lounges, shared gardens, footpaths and car parks.

Sublet – when you give up possession of part or all of the property by creating a sub tenancy letting another person live in the property.

Successor - when someone has a tenancy passed to them (under the Housing Act 1985 as amended by the Localism Act 2011) when the previous tenant has died.

Us, we, the landlord – Swindon Borough Council.

Vehicle - for example, a car, van, bike, boat, caravan or trailer.

You - the tenant and, if you are a joint tenant, any one or all of the joint tenants.

SAMPLE

Section 2 – Your Rent

2.1 Rent and Other Charges – You are responsible for the payment of your rent and any other charges. These must be paid in advance every Monday, however you choose to pay.

2.1.1 If you have a joint tenancy you are both responsible, for the payment of rent and all other charges.

2.1.2 You must pay your rent and other charges using one of the methods of payment listed on the Council's web site www.swindon.gov.uk.

2.1.3 You must contact us if you are having difficulty in paying your rent or other charges.

2.1.4 If you do not pay the rent or other charges due, we may apply to court and obtain an order against you, including a possession order, which could lead to you losing your home.

2.1.5 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.

2.1.6 If you rent a garage from us, all payments made will be deemed to be clearing the garage rent arrears first.

2.1.7 If your home has a 'Homeline' system installed this forms an integral part of your tenancy. You must 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.

2.1.8 You are responsible for all other bills that you receive in relation to your home, which could include, but is not limited to, charges for water, gas, electricity and council tax.

2.1.9 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 will consider legal action against you.

2.1.10 If your rent and other charges are in arrears this may affect your eligibility to have improvements undertaken to your home, or either transfer or mutually exchange to alternative accommodation.

2.1.11 If you owe us money for rent or other charges when you leave the property, you must make an arrangement to repay the debt. Failure to make an arrangement with us could result in the debt being passed to a debt collection agency and/or legal action.

2.1.12 If we owe you money, any debts to Swindon Borough Council will be deducted from the amount before you receive it.

Section 3 – Our Responsibilities and Your Rights:

3.1 Your right to live in the property - You can live in the property for the fixed term and we will not interfere with this right unless any of the following occurs:

- (i)** We need access to the property to carry out an inspection or repair or for any other reason listed under the section 'Letting us into your home' later in this agreement. If you refuse, we may take legal action to force you to give us access, or ask the court to evict you.
- (ii)** We need to carry out major repairs or redevelopment to the property or the surrounding area which require you to move out.
- (iii)** You break any of the conditions of this agreement. If you do so we may take legal action to force you to comply with the conditions of this agreement, or we can ask the court to evict you.
- (iv)** If your property is an adapted property, which we let to you to house someone with special needs, and you no longer need this type of property and we need it for someone else with special needs.

- (v) You stop living in the property as your only or main home.
- (vi) You have induced us to grant this tenancy by giving false or misleading information.
- (vii) There is any other reason under the 1985 and 1996 Housing Acts, or any other law which allows us to interfere with your right to live in this property.

3.2 Your right to review the length of tenancy - You have the right to request a review of the length of time of the flexible tenancy that you have been offered.

3.2.1 If you wish to request a review you or an advocate must do so in writing (either by letter or email) within 21 days of receiving your offer of accommodation or the notice advising a flexible tenancy is being offered.

3.2.2 You must say why you feel the length of the tenancy being offered does not match our tenancy strategy on the terms of the flexible tenancies that we grant.

3.3 Your right to repair – We must carry out certain urgent or ‘qualifying’ repairs within a set time. You can find details about these and the timescales on our website www.swindon.gov.uk

3.3.1 If we do not complete them within a certain time and do not give you a good reason for not doing the work, we will make a new appointment for the work to be carried out, and treat it as urgent.

3.4 Repairing the structure and outside of your property

We will maintain 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
- Internal structure
- External decoration

3.5 Repairing fixtures and fittings - We will keep in good repair and proper working order -

- the fittings in your home which supply water, gas, electricity and sanitation including sinks, basins, baths and toilets; and
- the fittings for heating rooms and water that we supply. We will only supply and maintain a flue (where fitted) to appliances supplied by us.

3.6 Repairing and maintaining shared areas and facilities We will maintain shared:

- entrances; halls; stairways; lifts;
- rubbish chutes and shared bins;
- shared TV aerials; lighting; and
- other shared parts that are our responsibility.

3.7 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 decoration allowance to allow you to make good the damage, to a basic standard. This will only apply to the particular area of the property or part of the room affected.

3.8 Right to information - You have the right to see the Council's policies relating to housing issues and certain personal information that we hold in connection with your tenancy or housing application/s. If you

wish to see these documents, you must make a formal request in writing, but we may charge you for copies.

3.9 Changing your agreement after consultation - We will tell you about any amendments we are planning to make, and consider your comments within a reasonable, set amount of time. We will then tell you about any changes we have decided to make. You will have an opportunity to end the tenancy before the changes occur, should you wish to do so.

3.10 Changes without consultation - We do not need to consult you first before we make changes to your rent, rates, charges or other payments for services we provide, provided we give you at least 4 weeks' notice. We can also make changes without consultation if there is a change of law.

3.11 Your right to take in lodgers and sublet part - You have the right to take in lodgers or sublet part of your home as long as you keep to the terms of your tenancy agreement and obtain our prior written consent. Subletting means giving a tenancy to someone else and charging them rent. You must not sublet all of your property or you will be in breach of your obligations.

3.12 Your right to be consulted - You have the right to be consulted on any changes to our services which will have a substantial effect on you.

3.13 Your right to make improvements - You are not permitted, and have no right, to carry out improvements or alterations to your home unless you first get our permission in writing. Any improvements or alterations must be completed to our satisfaction. When the tenancy ends the improvements and alterations may become our property, or we

may ask you to remove them and make good any damage, at your own expense. You do not have the right to compensation for any improvements you have made to your home. You can find more details in your tenants' handbook or by visiting our website

www.swindon.gov.uk

3.14 Your Right to Buy – You may have the right to buy your home. The Right to Buy scheme is a scheme that allows some tenants to buy the properties they rent from the council. There are other home ownership schemes available from time to time. You can find more details in your tenants handbook or by visiting website www.swindon.gov.uk or by contacting the Council.

3.15 Your right to transfer your tenancy - As a secure tenant you have the right to legally transfer your tenancy as long as you have kept to the terms covered in this agreement. Flexible tenants can only transfer to another flexible tenancy within Swindon Borough Council apart from flexible tenants who transfer into Sheltered Housing within Swindon Borough Council who will be offered a new secure tenancy. On any management transfer or mutual exchange, we shall set out the period of the flexible tenancy to be granted, and your rights of review are as set out earlier.

3.16 Your right to exchange – You have a right to mutually exchange your tenancy with another tenant of the Council, registered housing association or another local authority. Flexible tenants and new tenants to the Council will be required to surrender their existing tenancy and will be granted a new flexible tenancy when exchanging into a Swindon Borough Council property. You must get our permission first. We will only refuse to give permission if we have good reason, for example, if the property would become overcrowded, under-occupied or, if your property is adapted for someone with a disability and the tenant you want to exchange with does not need the adaption. We may refuse to

allow you to swap if you have rent arrears, if you have made major alterations to your property and refuse to return it to its original condition or if we determine the property you wish to swap to is not suitable for you.

3.17 Your right to assign your tenancy - You are only allowed to assign your tenancy in the following ways:

- (i) an assignment made by way of a court order;
- (ii) an assignment by way of exchange or
- (iii) an assignment to a person who would be qualified to succeed to the tenancy if the tenant died immediately before the assignment.

3.18 Succession – You will be able to pass your flexible tenancy on to your spouse or partner if you die, provided they are living in the property as their only or main home at the time of your death, unless you yourself have already succeeded to the tenancy. This is called succession and it can only take place once.

3.18.1 If you were a joint tenant and have become a sole tenant because of the death of the other joint tenant, this is a succession and no further succession will be allowed.

Section 4 – Your Responsibilities

4.1 Using your home – You must use the property as your only or main home. You must let us know if you are going to be away from the property for longer than 6 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, including details of the key holder.
- (iv) The address and phone number where you can be contacted by the Council

4.1.1 You have the right to take in lodgers or sublet part of your home as long as you keep to the terms of your tenancy agreement and obtain our prior written consent. Subletting means giving a tenancy to someone else and charging them rent. You must not sublet all of your property as you will be committing tenancy fraud and will be in breach of your obligations.

4.1.2 You must not transfer the legal rights to your tenancy without our permission. You can only do this in limited circumstances allowed by the Housing Act 1985. You can find more details on our website www.swindon.gov.uk.

4.1.3 You must keep your home clean and decorated in a good condition. You must keep your home clean and free from rubbish and clutter. If you do not, we will charge you the cost of any work we need to do, for example, for removing rubbish. Pests, such as bed bugs and fleas, can get into your home on things like second-hand furniture or clothing. If this happens you will have to pay the cost of getting rid of them

4.1.4 You are responsible for insuring the contents of your home so that you can replace them if they are damaged or stolen. We strongly recommend that you take out insurance for the contents of your home.

4.2 Letting us into your home – You must give the Council's officers, contractors or agent's access to enter the property at all reasonable times on receipt of at least 24 hours written notice:

- (i) To inspect the state of repair and condition of the property and carry out any necessary repairs.

- (ii) 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.

In the case of an emergency, we have the right to enter your home straightaway and may have to:

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

4.2.1 You must allow neighbours and those working for them reasonable access to the property, 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 or services to their property as permitted by the Council, provided they make good any damage caused.

4.3 Gas servicing – By law, we have to carry out a gas safety check every year of any appliances we own. This is for your protection and safety. You must give the Council access; we will give you at least 24 hours' notice, unless it is an emergency when we will enter the property straight away to prevent any damage.

4.3.1 If we have to keep trying to get access to your property to carry out routine repairs or improvements to our gas appliances in your home, but are not able to, we will take legal action through the courts and if you continue to fail to provide access we may apply for possession of your home.

4.3.2 You will have to pay us any legal and repair costs we have to pay to get access to your property.

4.4 Nuisance and Anti-Social Behaviour – You are responsible for the behaviour of every person and animal living in or visiting your property. This includes responsibility for their behaviour in the property, in shared

areas, (stairs, lifts, landings, entrance halls, shared gardens, play areas, and parking areas, etc.), and in the local area of the property.

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

(i) Engage in, or threaten to engage in, conduct capable of causing nuisance or annoyance to any person

(ii) Engage in behaviour that causes, or is likely to cause harassment, alarm or distress to one or more persons not of the same household as the offender

(iii) Engage in conduct that is unreasonable and having a detrimental effect, of a persistent and continuing nature, on the quality of life of those in the locality

(iv) Harass, threaten to harass, use, or threaten to use, violence to anyone in the local area, or incite others to do so. This includes the use of all forms of electronic communication such as, the internet and/or social media, messaging.

(v) Use, or threaten to use, violence towards anyone living in your property.

(vi) Damage or threaten to damage any property or belongings of any one in the local area, including the communal areas.

(vii) 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, prostitution or soliciting
- III. Keeping illegal or unlicensed firearms or weapons within the property

4.4.2 Anti-Social Behaviour includes but is not limited to;

- using or threatening to use violence

- damage and vandalism of property, spraying or writing graffiti and inappropriate dumping of rubbish
- loud music or making other loud noise
- swearing, shouting, persistent arguing and door slamming, offensive drunkenness, offensive language and causing (or being involved in) a riot
- nuisance from pets
- riding motorbikes or mopeds on anywhere other than a public highway
- car repairs on the estate roads or parking areas or verges, abandoning vehicles on estate roads or parking bays
- obstructing any common parts, doorways and other entrances or exits

4.4.3 You must not cause, or allow any noise which might cause, a nuisance to neighbours and others in the area, to be heard outside your home. This can be noisy parties, shouting, fighting, screaming, dog barking, televisions, music, or other behaviour or items capable of making excessive noise.

4.5 Harassment / hate incidents - You, your children or other people residing in or visiting the property must not harass or discriminate against any neighbour or other people in the local area for any reason, and particularly because of their race, colour, religion, sex, sexuality, disability or age.

4.6 Abuse of Council Staff and others - You must ensure that neither you, your children nor other people residing in or visiting the property 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, or verbal abuse directed towards the above.

4.7 Domestic violence and abuse – You must not use violence or abuse or threaten to use violence or abuse against your partner or a member of your household. We may take legal action against anyone who is violent or abusive.

4.8 Gardens – You must keep your garden area clean and free from clutter or rubbish and any trees, hedges, bushes or grass at a reasonable height and size. (If you have a mature tree you should seek advice first before cutting it back/down)

4.9 Animals/Pets – No dogs or cats are permitted unless your flat has been designated to allow a dog or cat. The only exception is to keep a dog which will help you overcome a disability. If you live in a high rise flat you are not permitted to keep a dog or cat under any circumstances.

4.9.1 You are permitted, without asking our permission, to keep one dog or one cat or one of each if you live in a house, or designated bungalow or designated flat that has direct access to a garden that is for your use only. If you live in a bungalow with shared access to a communal garden you are also permitted to keep one cat without asking our permission. You **must** ask permission if you wish to keep more dogs or cats than the permitted number.

4.9.2 You are permitted to keep a small caged animal or a small animal contained within a tank in the property without asking our permission.

4.9.3 You are not permitted to keep livestock, such as horses, donkeys, pigs, goats, sheep etc in any circumstances.

4.9.4 You are not permitted to keep large reptiles in a tank or birds of prey, pigeons, ducks, geese, and chickens etc in the property or on any land owned by the Council unless you have our written permission.

4.9.5 Regardless of whether our specific permission is required, you must make sure that any animal you keep does not cause a nuisance,

annoyance or disturbance to others or damage our property. Nuisance includes and is not limited to bad smells and noise. If a pet or other animal causes a nuisance in the neighbourhood, you will be asked to control your pet's behaviour, or remove it from the property.

4.9.6 You must not allow any animals that you keep to foul in any shared areas of your property or on roads, footpaths, grassed areas or play areas in the local area. You must remove and dispose of any pet droppings immediately and hygienically.

4.9.7 You are responsible for the behaviour and control of any pets or animals that belong to you, other members of your household or accompany visitors to your property.

4.9.8 You must not breed or board dogs or cats in your property without the Council's permission.

4.9.9 You must arrange and pay for any additional fencing, hedges, or other form of restriction that is required to keep your animal safe, under control and unable to access anyone else's property.

4.9.10 You must not keep any animal that is banned by law or that you are unable to control, or any animal that the law regards as dangerous or out of control.

4.9.11 You are responsible for taking care of your pet as described in section 9 of the Animal Welfare Act 2006. Further details can be found at www.swindon.gov.uk If we become aware that you are in breach of the Act then you will be asked to remove the pet from the property.

4.10 Repairs - You must look after any fixtures and fittings in the property and make sure any person or animal living with you or visiting the property does not damage it or any areas you share with other households. For example doors, kitchen cupboards, window handles.

4.10.1 You must tell us straight away if we need to repair anything which is our responsibility.

4.10.2 You must pay us the cost for repairing or replacing any damage you, or anyone living with you or visiting your home, have caused to your home or estate.

4.11 Improvements and alterations - You must get our written permission first and you must get any relevant planning permission, building regulations approval or electrical and/or gas certification. This includes:

- adding anything to, or altering, your home and fixtures or fittings or gas, electric or water services such as installing an electric shower;
- putting up a radio or television aerial or satellite dish;
- decorating the outside of your home.

4.11.1 You must pay the reasonable cost of putting the property back to its original condition if any alteration, improvement or addition:

- Was made without our written permission
- Does not meet our reasonable requirements if we have given permission

4.11.2 You do not need our permission to decorate your property and for further details of things you do not need permission for, please go to www.swindon.gov.uk.

4.12 Health and safety – You must not keep any dangerous or harmful materials, or materials, such as petrol, which could catch fire easily, in or around the property.

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

4.12.2 The shared electrical cupboards must not be used for storage.

4.12.3 You must not access the landlord's electrical supply within the communal areas for your own use.

4.12.4 You must not interfere with the locks or keep fire exits or security doors open.

4.12.5 You must not block or lock any fire exits in your property or areas which you share with other households.

4.12.6 If we advise you that you must remove materials from your property that are causing an unacceptable health and safety risk, you must do so within the reasonable time period which we give to you.

4.13 Flats, maisonettes and shared areas – You must use the property with care and not block any shared area, including lifts.

4.13.1 If you share any common parts such as hallways, landings, staircases, lobbies and pathways, you must keep these clean, tidy and free from refuse and obstruction. We may re-charge you should we have to remove items.

4.13.2 You must not smoke, or allow your visitors and guests to smoke, in any shared areas.

4.13.3 You must not store or place anything in any shared area, or under stairwells. This includes such items as mobility scooters, pushchairs, bikes, recycling boxes/bins.

4.13.4 You must report any faults in shared areas as soon as you notice them.

4.13.5 You are responsible, with other tenants, for cleaning shared areas. Should the Council hire a cleaner to carry out the cleaning, all tenants will be required to contribute towards the cost of the service.

4.14 Vehicles and parking –

4.14.1 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 your home, except on an approved hard standing.

4.14.2 You must ensure that members of your household and visitors do not park vehicles on footpaths, pavements, grassed verges, greens or any other open area in or about the estate.

4.14.3 The parking of caravans or boats on car parking areas is not permitted. Vehicles kept on hard standing or allotted car parking spaces should be in a roadworthy condition. Campervans and 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 is deemed inappropriate for the location.

4.15 Overcrowding - You must not overcrowd the premises in contravention of sections 324-328 and 330-331 of the Housing Act 1985. See www.Swindon.gov.uk for further details.

4.16 Working from home – You must not use your home to run a business, unless we give you our prior permission in writing. We will not refuse permission unless we feel that the business is likely to cause a nuisance or annoy other people, or damage the property. Some examples of businesses we would not allow include:

- repairing and maintaining cars; and
- selling cars.

4.17 Ending your tenancy – If you want to end your tenancy, you must do the following before you move out.

4.17.1 You must give us at least four weeks' notice in writing that you want to end your tenancy. The tenancy must end on a Monday. If you

are a joint tenant and one tenant gives notice to end the tenancy, it will end the tenancy for all of you. We will decide if any of the other joint tenants can stay in the property if they want to, and on what terms.

4.17.2 You must return all keys, including shared entrance keys/fobs, shed keys, balcony keys and window keys for the property, by 12 noon on the Monday the tenancy ends. You can return the keys to our offices.

4.17.3 If you do not return the keys, we will continue to charge you rent and other charges until we receive the keys. You will also have to keep to the conditions of this tenancy agreement.

4.17.4 You must make sure that everyone moves out of the property when the tenancy ends. This includes any pets.

4.17.5 You must give us access to your home to inspect it and assess what work we need to do, prior to leaving it. We will make an appointment with you before we visit.

4.17.6 You must remove all furniture and possessions, and any rubbish from the property. This includes carpets, laminated flooring and any other floor covering we did not supply (unless you have our permission in writing to leave it in the property). We will charge you the cost of removing any items that you leave without our permission.

4.17.7 You must remove any greenhouses, sheds, ponds and decking from your property when the tenancy ends, unless you have our permission in writing to leave the item in question. If we have to remove them, we will charge you any costs involved.

4.17.8 You must carry out all repairs that are your responsibility. This includes removing any fittings we have not provided and repairing or replacing any missing or damaged items. This does not include normal wear and tear.

4.17.9 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install in your home. If you leave them behind at the end of your tenancy, they will become our property. If you take them with you, you must put the property back to

the way it was before you made the improvements. If you do not, we will charge you the cost of putting it right.

4.17.10 We are not responsible for anything left in the property after you end your tenancy. If you leave anything behind, we will charge you the cost of removing it.

Section 5 – Ending Your Flexible Tenancy

5.1 Ending your tenancy during the course of the fixed term – your rights and obligations.

5.1.1 You may terminate this flexible tenancy agreement during the fixed term by serving a written notice on us giving at least four weeks notice. The tenancy must end on a Monday. Such a notice can be given by one joint tenant acting on their own.

5.1.2 Subject to section 5.1.3 below, once you have served valid notice, this tenancy will come to an end at the expiry of your notice.

5.1.3 We can decide to refuse to accept your notice as ending your tenancy if you owe us any rent, you do not give up vacant possession of the property or you are in breach of section 4 of your responsibilities relating to the condition of the property.

5.1.4 If you end the tenancy by serving notice, this will not affect any action taken by the Council in relation to an earlier breach of the flexible tenancy by you. For example, you will remain responsible for any rent arrears on your account.

5.2 Ending your tenancy during the course of the fixed term – our rights and obligations.

5.2.1 During the fixed term of this flexible tenancy, we cannot bring your tenancy to an end without obtaining a possession order of the court. Normally before going to court we will serve a notice of seeking possession which will tell you why we are seeking to possess your

home. We can rely on any of the grounds for possession as set out in the Housing Act 1985, which may be amended from time to time.

5.2.2 If at any time when this tenancy is a flexible tenancy:

- (i)** the rent or any part of it is unpaid for 21 days after becoming payable (whether formally demanded or not);
- (ii)** at any time you fail to perform or observe any of your obligations in this agreement; and/or
- (iii)** at any time there may arise statutory grounds under Housing Act 1985 as may be amended from time to time upon which a court could make a possession order;

It shall be lawful for the Council or anyone duly authorised by it at anytime thereafter to re-enter on the Property or any part of it and this tenancy shall then terminate (but without affecting any right or remedy the Council may have against you in respect of any breach of your responsibilities in this agreement).

5.3 Ending your tenancy at the end of the fixed term – our rights and obligations.

5.3.1 We will review your tenancy around 9 months before it is due to end. In order for the review to take place you must co-operate in allowing access to your home and provide the information we ask for.

5.3.2 In carrying out the review, the Council will take into account the following:

- (i)** Whether you are still eligible to be housed under the Council's Allocations Policy;
- (ii)** Your rent payment record;
- (iii)** Whether you have kept to the terms of this agreement;
- (iv)** Whether the property is larger than your current family's requirements;

- (v) Whether the property has adaptations which are no longer required by you or your family;
- (vi) Whether we intend to demolish, redevelop or dispose of your property within the next five years; and
- (vii) Whether you have cooperated with the review.

If you die during the term of this flexible tenancy, and no one is entitled to succeed to the tenancy under the statutory succession provisions, we can serve a written notice on your Personal Representatives (the executors or administrators of the estate) and the Public Trustee (Government created office which acts as trustee of the estate where there appear to be no executors or administrators) giving four weeks notice that the tenancy will come to an end. If we are not given possession of the property we will go to court to get an order evicting anyone in your property.

5.3.3 If we decide not to grant you another tenancy at the end of your current tenancy we will give you at least 6 months' notice in writing that the fixed term is coming to an end and we require possession of the property. We will advise you of the reasons for our decision.

5.3.4 If we decide not to renew your flexible tenancy you have a right to request a review. You must make this request within 21 days of the written notice being served. You must state the grounds on which a review is sought and whether you wish to attend the review in person. This review will be undertaken by a person more senior than the original decision maker and not involved in the original decision. We will notify you in writing of our decision and give clear reasons for reaching the decision.

5.3.5 If as part of a review before the expiry of this flexible tenancy the Council decides to grant you a further tenancy and you have not served notice to terminate this tenancy, you will sign a further tenancy agreement when required to do so in order to continue your entitlement to occupy the property.

Section 6 –Miscellaneous - Serving Notices, Data Protection, Fraud, Rights of Third Parties

6.1 Service of Notices - The address at which written notices (including notices in court proceedings) or other correspondence about this agreement should be served on us is: **Swindon Borough Council, Civic Offices, Euclid Street, Swindon SN1 2JH**

6.1.1 Any notice to be served on you may (in addition to any other methods permitted by law) be served by:

- (i)** Handing it to you or anyone else on the Property;
- (ii)** By leaving it at or sending it by ordinary prepaid post or registered post to your last known address that is different from the Property;
- (iii)** Whether or not you or anyone else occupies the Property, by leaving it at or sending it by ordinary prepaid post or registered post to the Property.

6.1.2 If you are a joint tenant, then a notice served upon one of you will be treated as served on both of you.

6.2 Court costs - If we take you to court, we will add, where appropriate, the costs we incur in bringing the proceedings to the rent you owe.

6.3 Data protection – We keep a lot of information about our tenants and residents, some which will be used to help us plan our services. By signing your tenancy agreement you agree to let us use your information for this.

6.3.1 We will comply with the Data Protection and Freedom of Information Acts and will also work with police and other agencies to prevent and detect crime, antisocial behaviour or fraud. We also provide information to utility companies. You can find our further details in your

tenant's handbook, and on our website www.swindon.gov.uk. This gives full details on the information we will hold and what we will use it for.

6.4 Photographs – We carry out checks to make sure that our properties are not being lived in illegally. We will take your photograph at the start of your tenancy and we will use it as part of any tenancy checks. This will help us identify people living in our properties without our permission and tenants who have sublet their homes illegally.

6.5 Third party rights - A person who is not party to this agreement is not intended to have any right to enforce any term of this agreement under the Contract (Rights of Third Parties) Act 1999. This includes anyone seeking to obtain a tenancy by discretionary succession.

6.6 Additional Tenancy Clause – You may be asked to sign an additional tenancy clause. This clause will be about one or more of the following; -paying rent owing from a previous tenancy; a special condition because of difficulties at a previous tenancy or a support agreement that helps you to sustain your tenancy. If you do not abide by the additional tenancy clause, then you will be in breach of this tenancy agreement.