

# Housing Tenancy Agreement

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## Housing Tenancy Agreement

This Agreement contains the terms and conditions of your Secure Tenancy Agreement.

As a secure tenant you have the right to live in your home. If the Council wants to evict you it has to prove there are grounds for possession to a court, and the court grants an order for possession.

The Council will not interfere with this right unless a court has given us a Possession Order for the property.

When you sign this Agreement you are entering into a legal contract with us and you will become a secure tenant.

Please read this agreement carefully before signing it. If you do not understand anything in the agreement, you should talk to a Housing Officer or get independent advice from a solicitor or the Citizen's Advice Bureau.

## Definitions

In this Agreement the following words have the meanings given below:

- **We, us, our, Council, Landlord** North Warwickshire Borough Council  
The Council House  
South Street  
Atherstone  
North Warwickshire  
CV9 1DE
- **You, your, Tenant** The person who has the tenancy with us or in the case of a joint tenant, all the tenants.
- **The Property/Home** The housing accommodation and any garden, yard, outbuilding, garage, fence, or wall, let to you under this Tenancy Agreement.
- **Communal Areas** Areas which you share with other tenants such as stairs, entrance halls, lifts, landings, balconies, access ways, paths, grassed open spaces, shared gardens or yards, parking areas, parking bays, or hard standings.
- **Locality** Includes the area town or village in which the Property is situated.
- **Pets** Includes dogs, domestic cats, hamsters, pet birds, and other such pets that could be kept in a domestic property.

## **Your Duties to the Council:**

### **1. False Statement**

If you or someone acting on your behalf has made a statement in an application for housing accommodation which you:

- Knew was false, or
- Thought could be false, or
- Were involved in any way in supplying information dishonestly which resulted in us allocating you this property.

We may take legal action to regain possession of your home.

### **2. Paying Your Rent and other Charges Owed to the Council**

You must make sure that you pay all your rent and any other tenancy charges weekly in advance and not allow your account to fall into arrears.

- Tenancy charges may include but are not limited to charges for specific services such as cleaning of communal areas or grounds maintenance.
- If you are joint tenants you are each responsible for the rent and tenancy charges, both jointly, and separately. This means that we can recover any arrears from both of you jointly, or each of you individually.
- If you have any difficulty paying your rent or tenancy charges, you, or someone acting on your behalf, must contact a Housing Officer immediately.
- If you do not pay your rent, rent arrears or tenancy charges we can take action in Court to evict you from your home. This legal action may result in charges such as legal fees and court costs being added to your rent account.

### **3. Use and Occupation of Your Home**

#### **3.1 Living in the property as your main home**

You must live in the property as your main home or if you are joint tenants, at least one of you must. If you do not move in straight away you must agree a moving in date with one of our Housing Officers.

- If you leave the property unoccupied for more than 28 days you should give one of our Housing Officers a contact address so that we can get in touch with you if there is an emergency and so that we are aware that you have not left your home permanently

#### **3.2 Taking in lodgers and sub-letting**

You may take in lodgers as long as the property does not become statutorily overcrowded

You may sub-let part of your home but you must first get our written permission. We will not withhold permission unreasonably. You must not sub-let the whole of the property.

#### **3.3 Running a business from the property**

You must not run a business from the property, unless you have our written permission and any planning or other consents, which may be required by law. We will not withhold permission unreasonably.

- In granting any permission we will consider factors such as the amount of noise created, any nuisance that may be caused to those in the locality and whether damage to the property may occur.

#### **3.4 Putting up structures, altering or improving the property**

You or anyone living with you must not put up any structures such as sheds, garages or alter or improve the property in any way unless you have our written permission and any planning or other consents which may be required by law. We will not withhold permission unreasonably. This includes, but is not limited to:

- putting up an extension;
- adding to or changing or replacing the fixtures and fittings provided by the Council;
- decorating the outside of the property;
- altering or tampering with essential gas, electricity or water services;
- putting up an aerial or satellite dish;
- major alterations to the land within the boundary of the property;
- building any other structure – this includes, but is not limited to, a car port, garage, hard standing, driveway or shed;
- building ponds and carrying out major hard landscaping.

If you make any improvement, alteration or addition without our written permission we may tell you to return the property to its original condition. We will not withhold permission unreasonably. If you do not we may do the work and charge the reasonable costs (including any administration costs) to you.

### **3.5 Parking and keeping access and communal areas clear:**

You or anyone living with you or visiting you must not:

- park or leave any motor vehicle trailer, caravan or boat anywhere on the property except on a hard standing unless you have our written permission. We will not withhold permission unreasonably.
- allow anyone to sleep in a caravan or other vehicle parked on or outside the property.
- drive across a kerb to access the property unless it has been dropped in accordance with the highway regulations.
- drive over land owned by the Council to access the property unless you have our written permission. We will not withhold permission unreasonably.
- use any garden or driveway to the property to store, load or unload vehicles, store scrap metal, or strip down vehicles or continually repair any vehicle other than one regularly used by yourself or someone living at the property.
- park or leave any motor vehicle, trailer, caravan or boat anywhere that may block access for emergency service vehicles, or other resident's vehicles.
- park or leave any motor vehicle, trailer, caravan or boat on communal areas.

If you have shared use of a driveway, you and anyone living with or visiting you must give those that share the driveway (and their visitors) access to the driveway at all times. The driveway must not be blocked in any way eg by parking a vehicle or by fencing part of it off.

You or anyone living with you must not bring, store and/or ride mopeds or motorbikes or any other mechanically propelled vehicle (with the exception of wheelchairs) inside the property or into the communal indoor areas. Electric mobility scooters may only be stored or parked in designated areas of the communal indoor areas with our written permission. We will not withhold permission unreasonably.

You or anyone living with you must keep any communal areas, either inside or outside the property, clean, tidy and free from rubbish or furniture at all times. You must not store any items in communal areas.

### **3.6 Harmful or other Dangerous Materials**

You or anyone living with you must not keep in or around the property any dangerous, offensive, harmful or inflammable materials except those that can reasonably be put to domestic use.

You or anyone living with you must not keep or use bottled gas, paraffin, petrol or any other dangerous material in the communal areas of the property.

### **3.7 Gardens**

You must keep your garden area well maintained at all times as it was at the start of the tenancy, allowing for fair wear and tear. You are responsible for the upkeep of all parts of your garden. This includes but is not restricted to grass, trees, plants, bushes, and hedges. You must not allow trees or shrubs to become dangerous or a nuisance and must comply with any notice issued by law, for example under the Protected Trees, Dangerous Trees or High Hedges legislation.

You must pay our reasonably incurred costs (including any administration costs) of works to remove rubbish from the property and/or return an overgrown garden to reasonable

cultivation, following the failure by you to do such works within the period stated in a notice served by us. The period stated will be at least 28 days.

You must obtain our written permission before removing any tree, hedge, fence or wall from a boundary to the property. We will not withhold permission unreasonably.

## **4. Repairs and Maintenance**

### **4.1 Reporting damage and repairs**

You must look after the property in a reasonable manner and make sure the property remains in as good a condition as it was at the start of the tenancy, allowing for fair wear and tear.

You or anyone living with you must let us know as soon as reasonably possible if any work that we are responsible for carrying out needs to be done. This will enable us to arrange for inspection and/or the repair to be carried out.

You or anyone living with you must tell us as soon as is reasonably possible of any damage to the property, however it was caused.

### **4.2 Repairs you are responsible for**

You are responsible for carrying out certain repairs yourself. These include, but are not limited to, minor plaster cracks, getting extra keys made, battery operated smoke detectors (including changing batteries), plugs, toilet seat, blocked internal waste pipes underneath sinks and basins, internal decorations, re-setting trip switches, TV aerials (where they are not communal) and satellite dishes and cables, repairs to Tenants' own appliances and installations – including external items such as a fence.

You are responsible for replacing all broken glass promptly with the same quality glass, where you, your family or visitors cause the breakage deliberately or by accident.

You or anyone living in or visiting the property must not deliberately damage or destroy the property. You are responsible for repairing any damage to any part of the property

caused by the deliberate or careless actions or omissions of yourself, or of anyone living with you or visiting you. If you do not carry out the repairs, we may do the work and charge the reasonable costs (including any administration costs) to you.

You are responsible for repairing, maintaining and replacing any equipment installed by you or any other improvement, alteration or addition you have made.

#### **4.4 Allowing us access to the property**

You or anyone living with you must allow our employees, our contractors, agents or officer's authorised by law to enter the property at reasonable times and with reasonable notice in writing. This may be to:

- inspect the condition of the property;
- inspect the state of repair;
- carry out repairs;
- carry out improvements;
- service equipment such as gas installations or solid fuel boilers;
- gain access to facilitate any of the above to any adjoining premises eg party walls, flats.
- to carry out our annual tenancy visit

In some circumstances we will request access in access within a short period of 24 hours if the matter is deemed urgent.

If you or anyone living with you does not allow such access we may take action through the Court requiring you to do so.

In an emergency we may need immediate access without notice. If such access is necessary, we may use reasonable force to gain entry to the property and will re-secure the property afterwards.

In the event that access is denied you may be prosecuted for obstruction. Examples of emergencies include but are not limited to fire, flood, gas leaks, or an occasion where there is a threat to personal injury or the structure of any premises is at risk.



## 5. Anti-Social Behaviour

You are responsible for your own behaviour and for that of anyone, including children, living in or visiting the property, whether permanently or temporarily.

You must make sure that you and anyone living with or visiting you:

- (a) Do not cause or act in a way, which is likely to cause annoyance, disturbance or be a nuisance to people living, visiting or working in the locality.

Examples of annoyance, disturbance or nuisance include: loud music, arguing, door slamming, dog barking and fouling, and offensive drunkenness.

- (b) Do not harass, abuse or threaten people living, visiting or working in the locality.

**“Harassment” includes but is not limited to:**

- violence or threats of violence towards any person including all our employees, our agents or our contractors;
- abusive or insulting words or behaviour;
- damage or threats of damage to another person’s property or home;
- writing threatening, abusive or insulting graffiti;
- any interference with the peace or comfort of any other person;
- hate crimes including racial harassment;
- sexual harassment;
- harassment because of a persons: sexuality, gender, gender reassignment, colour, race, age, nationality, ethnic or racial origins, disability, religion, marital status or because they have HIV/AIDS.

- (c) Do not damage, misuse or dump rubbish on communal areas, corridors, stairwells, shared entrances, play areas or anywhere else in the locality including any other property, or land owned by us.

You must make sure that you do not allow or encourage other people living with you or visiting your home to engage in behaviour described above.

You or anyone living with you must not make false or malicious complaints about the behaviour of another person.

You or anyone living at or visiting the property must not:

- use the property for any criminal, immoral or illegal purpose which includes dealing in any illegal drugs, storing or handling stolen goods or prostitution;
- possess keep or cultivate any illegal drugs in the property
- commit an arrestable offence in, or within the locality;
- use or threaten to use violence against any person living with you.

## **6. Pets**

If you live in a house or bungalow you or anyone living with you may keep a reasonable number of domestic pets.

If you live in a flat or maisonette you or anyone living with you must not keep a pet without our written permission. We will not withhold permission unreasonably. Factors that will be considered will include the type of property you live in and the type of pet you wish to keep. Please contact a Housing Officer.

You are responsible for the control of any pets, which belong to you or the people you are responsible for.

You or anyone living with or visiting you must not allow your pet or pets to frighten, annoy or cause a nuisance to any other person who is living in, visiting, or otherwise engaged in a lawful activity in the locality of the property.

Examples of this include but are not limited to: allowing your pet to foul in an inappropriate place, barking, creating a foul smell, not being kept under control, creating any kind of health hazard.

If we give written permission for you to keep a pet, this may be withdrawn if your pet creates a nuisance or annoyance and you may be asked to find another home for the animal.

You or anyone else living with you must make sure that no pet kept at the property prevents our employees, our contractors or our agents gaining access to or working within the property.

## **7. Ending your Tenancy**

You must give us four weeks' notice, in writing, if you intend ending your tenancy. The four weeks must commence on a Monday and end on a Sunday.

You must return all the keys to the property by personal visit to: The Council House, South Street, Atherstone, by 12.00 noon on the date agreed by us unless an alternative arrangement is agreed by a Housing Officer. If you do not return the keys by the due date, you will be responsible for additional rent and/or charges associated with the use and occupation of the property.

The property and garden must be left in a clean and tidy condition as it was at the start of the tenancy, allowing for fair wear and tear, clear of all belongings and furniture and clear of all rubbish. We will dispose of anything abandoned and left in the property at the date the tenancy ends and charge you for the reasonable costs of clearing, cleaning and tidying the property. If you fail to remove any other belongings or furniture we will sell or dispose of them after giving you 1 month written notice, if that is possible. This will be in accordance with our legal rights and obligations.

We reserve the right to recover any reasonable costs we incur in replacing or repairing any missing or damaged items, allowing for fair wear and tear, or alterations that either do not comply with the law or for which we did not give our written permission or any other reasonable costs incurred by us as a result of your breach of any tenancy conditions.

## **8. Notices**

In addition to any way permitted by law, we may serve any notice on you at the property by putting it through the letterbox or by fixing it to the property or by leaving it with somebody for you at the property or by sending it by normal post to the property. This includes any Notice to Quit we may decide to serve.

## **The Council's duties to you:**

## **9. Variation of Rent**

The Council may increase the rent and any other tenancy charges by a reasonable amount each year, but before doing so will give you at least four weeks' written notice. An increase in rent usually occurs in April each year. Where possible, we will specify how much of the tenancy charges are for each specific service.

## **10. Possession of the property**

You have a secure tenancy and we will not interfere with your rights to possession of the property unless you break or do not carry out any of your duties under this agreement or we can otherwise prove one of the grounds for possession in the Housing Act 1985.

Where possible before we start possession action we will give you the opportunity to explain your actions, state anything you would like us to take into account and also to put right any breach of the tenancy conditions.

We usually cannot bring possession proceedings without first serving upon you a Notice of Seeking Possession, which will tell you the reasons we are seeking possession of your home. The tenancy can only be ended if:

- (a) We prove one of the grounds for possession in the Housing Act 1985; and
- (b) In cases where the Act requires it, that the court considers it is reasonable to grant a possession order

## 11. Giving our permission

Where the agreement says that you need to get our permission to do something we will not unreasonably withhold it. We may give our permission subject to certain conditions. If you do not keep to these conditions we may withdraw our permission. We will give you a written explanation if we cannot give permission.

If you wish to request permission please write to:

Assistant Director (Housing)

The Council House

South Street

Atherstone

Warwickshire

CV9 1BE

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## 12. Carrying out repairs

We undertake at the start of the tenancy to put, and then keep in good repair:

- (a) and proper working order our installations for supplying gas, water, electricity and sanitation including basins, sinks, baths and toilets
- (b) and proper working order the installations for space and water heating
- (c) the structure and exterior of the property including drains, gutters and external pipes.

The exceptions to this are repairs that arise as a result of neglectful, deliberate, malicious, criminal or accidental damage by you, people living or visiting your home

We will do those repairs that are our responsibility within a reasonable period of time and will inform you of the timescale for completion of your repair. Repairs are grouped according to their urgency and any special circumstances of the individual tenant.

### **13. Action you can take if we fail to keep our obligations**

If we do not meet our obligations under the agreement, you can:

- (a) Contact your Tenancy Services Officer to discuss any problem;
- (b) Use our complaints procedure;
- (c) Contact your local councillor;
- (d) Contact your local Tenant Representative or attend your local Tenants' meeting;
- (e) Write to the Local Government Ombudsman;
- (f) Take us to court, but first you could get advice from a solicitor or the Citizens Advice Bureau

EXAMPLE - 1

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