

**NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL**

**CABINET – 9 FEBRUARY 2016**

Title of report	<b>REVIEW OF TENANCY AGREEMENT</b>
Key Decision	a) Financial No b) Community Yes
Contacts	Councillor Roger Bayliss 01530 411055 <a href="mailto:roger.bayliss@nwleicestershire.gov.uk">roger.bayliss@nwleicestershire.gov.uk</a>  Director of Housing 01530 454819 <a href="mailto:glyn.jones@nwleicestershire.gov.uk">glyn.jones@nwleicestershire.gov.uk</a>  Head of Housing 01530 454780 <a href="mailto:chris.lambert@nwleicestershire.gov.uk">chris.lambert@nwleicestershire.gov.uk</a>
Purpose of report	To seek approval from Cabinet for the revised tenancy agreement, and to confirm the next stages of the approval process.
Reason for Decision	For the homes it owns, North West Leicestershire District Council has a legal obligation to provide a contract between itself as the landlord and the tenants of these properties. The change in contract will affect all current and future Council tenants.
Council Priorities	Homes and Communities Value for Money
Implications:	
Financial/Staff	The proposed changes with the introduction of a new tenancy agreement, can be met from within the existing approved Housing Revenue Account budget.
Link to relevant CAT	None
Risk Management	This report outlines the approach in managing and mitigating against risks.
Equalities Impact Screening	Equality Impact screening completed and no impacts identified.
Transformational Government	Revising the tenancy conditions will ensure they reflect the latest legal position and assist us in the efficient management of tenants contract with us as their landlord.

Comments of Head of Paid Service	Report is satisfactory
Comments of Deputy Section 151 Officer	Report is satisfactory
Comments of Monitoring Officer	Report is satisfactory
Consultees	Members of Housing Management Working Group Tenancy Agreement Working Group (tenants and staff) Internal Services Tenants at Consultation Events Tenants and Leaseholders Consultation Forum
Background papers	Executive Board 2 May 2006 <a href="http://minutes-1.nwleics.gov.uk/Data/Executive%20Board/200605021830/Agenda/\$Report%20of%20the%20Director%20of%20Community%20-%20att2420.doc.pdf">http://minutes-1.nwleics.gov.uk/Data/Executive%20Board/200605021830/Agenda/\$Report%20of%20the%20Director%20of%20Community%20-%20att2420.doc.pdf</a>
Recommendations	<b>THAT CABINET APPROVES THE REVISED TENANCY AGREEMENT AND THE TIMETABLE AS DETAILED IN SECTION 3.1 OF THIS REPORT</b>

## 1.0 CONTEXT

- 1.1 The tenancy agreement is the formal contract between the council and its' tenants, and describes the responsibilities of both parties. It was last reviewed in 2006 and due to legislative changes the agreement is being reviewed again. The new tenancy agreement will provide a robust platform for the landlord / tenant relationship between the Council and the tenants of our properties. It clarifies the rights and responsibilities of both parties and ensures we can efficiently and effectively take action to address any breaches of these conditions, if necessary through Legal action.
- 1.2 The process through which the proposed new conditions were developed included a task and finish group consisting of officers and tenant representatives. The key changes proposed are:

What	Detail
Style	<ul style="list-style-type: none"> <li>• A move away from the two column look of the 2006 agreement to a more traditional and easy to follow layout.</li> <li>• Use of Arial 11 point typeface in line with corporate style and branding guidance</li> <li>• A move away from the previous "you and us" format to a section based approach focussing on different areas one at a time.</li> </ul>
Content	<ul style="list-style-type: none"> <li>• A move away from quoting legislation and policies within the agreement to referencing particular policies, for example the anti-social behaviour policy.</li> <li>• Addition of tenants identity photographs to reflect best practice in identifying tenancy fraud.</li> </ul>

	<ul style="list-style-type: none"> <li>• To share information with partners, housing authorities and partners to trace individuals and to detect any tenancy or financial fraud.</li> <li>• Increased emphasis on making tenants responsible for rechargeable works where damage has been caused to their home through their actions or neglect.</li> <li>• Inclusion of information regarding building insurance responsibilities</li> <li>• Inclusion of reference to social media and mobile phones as a method for harassment (anti social behaviour)</li> <li>• A requirement to pay rent in advance, irrespective of payment method</li> <li>• Restricts who can succeed or be assigned the tenancy in line with the Localism Act 2011, spouse or civil partner only.</li> <li>• A more robust approach to keeping/breeding of pets and limiting the number of pets per property without written permission.</li> <li>• The need to seek off street parking permission has been given greater emphasis.</li> <li>• Clarifying council responsibility for walls/fencing and footpaths/driveways within the property boundaries.</li> <li>• Clarifying tenants entitlement to compensation for improvements.</li> </ul>
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## 2. CONSULTATION

- 2.1 As referred to in 1.2 above, four tenants have actively participated in the review of the tenancy agreement. They are involved tenants from the Housing Management Working Group and already have a broad understanding of the housing service.
- 2.2 In addition to this, all tenants have the right to be consulted on changes to the tenancy agreement. To this end, the following consultation has been undertaken:
- A letter to all tenants informing them of the review was sent in November 2015, inviting them to attend consultation events to further shape the agreement.
  - Seven consultation events around the district undertaken in December 2015 which were attended by 69 tenants who were generally supportive of the proposed changes. A copy of the questions raised by the tenants and the responses given during the consultation events is attached as Appendix A.
  - A summary of the proposed changes, known as the Notice of Variation will be issued to all tenants in writing in February 2016. A copy of the draft Notice of Variation is attached as Appendix B.
  - A copy of the approved version of the tenancy agreement will be issued to all tenants in March subject to Cabinet approval.
- 2.3 Members of the Housing Service Management team have also been consulted and any suggested amendments included in the draft agreement.
- 2.4 Legal Services have also been consulted regarding the draft agreement and their comments incorporated into the document prior to the wider consultation events with tenants.
- 2.5 A copy of the existing agreement is attached as Appendix C and the proposed new agreement attached as Appendix D.

### 3. NEXT STEPS

3.1 The proposed next steps have been identified as:

<b>What</b>	<b>When</b>
Notification to all tenants	w/c 22 February 2016
Conduct Staff Briefings	February & March 2016
Tenancy Agreement Effective date	4 April 2016

3.2 The document which supports the Tenancy Agreement and provides more detailed advice to tenants is the Tenants Handbook and subject to Cabinet approval of the Tenancy Agreement the document will also be updated by April 2016.

## APPENDIX A

### Questions raised by tenants during who attended the consultation meetings.

Q Define Property?

A Physical home, plus the boundaries in which you live.

Q I live on an open community estate; people can walk right under my window. Will this change in the new Agreement?

A No, but any issues of nuisance should be directed to your Housing Officer.

Q I asked for a camera on my property and was refused why?

A This may have been due to the fact that your camera could not be sited where the view remained within the boundary of your property.

Q My neighbour has a camera, how did they get permission?

A It may be that their camera could be fitted without disturbing other residents

Q We have double decker buses coming through our small estate and these are dangerous for small children. Can these be changed?

A Roads and Footpaths, and Transport, are not the responsibility of the District Council; these are dealt with by Leicestershire County Council. The issues need to be reported to LCC, I can support with this if necessary.

Q We have to park our cars on the pavement to allow buses to access, but then get told off for doing so?

A Parking is a major issue on many of our roads, when our properties were built, tenants did not have 2/3 cars per property and although we are looking at improving parking across the district, tenants are advised to park legally.

Q Can we pass previous tenants' post onto you?

A Only if it relates to council business, i.e. C/Tax, Rent Arrears etc. We cannot be responsible for contacting other organisations in relation to a former tenant.

Q Do I need to have written permission to keep a pet temporarily, i.e. whilst owner on holiday?

A No, if it is short term, however by letting us know we can then make sure that any calls regarding non permission are not pursued.

Q Can I replace a lost pet, once I have permission?

A Yes as long as the limit of ownership in terms on Number of pets and duration of permission is not exceeded. i.e. If your permission is for your current pet only, once that pet is no longer with you; permission would be needed for further pets.

Q The Prime Minister recently announced limiting tenancies to 5 Years, how will that affect us?

A It is still early days to know the full impact of this change. We currently have lifetime tenancies and chose not to change these when the Government announced changes in 2010 (Localism Act). However, recent government announcements suggest all councils will have to adopt fixed term tenancies for new tenants from April 2017. Whatever we decide to do will be consulted upon.

Q People who look after their tenancies may not be as willing to do so if the 5 year tenancy comes into force.

A It is still early days with this new announcement and NWLDC will need to look at all areas of the changes. For example this may only affect new tenancies. If it becomes law we will do everything we can to safeguard the family. We would use encouragement not force to bring about positive changes in tenants' behaviour. If it does become law, there will be legal obligations to pursue and at a cost to the authority, to implement.

Q I have previously cut a piece of grass outside my property, and as a result the grounds maintenance team are not now cutting it.

A This is part of the common areas that Grounds Maintenance should maintain, and paid for via service charges. If you feel you are not getting the service you are paying for; contact your Housing Officer. If you want a different service it is possible to arrange and would impact on the service charge you pay. We would need to consult with the residents about any possible changes.

Q Illegal/non permitted repairs - How will you chase for the money if the tenant has left?

A Under one of the changes coming into the new Tenancy Agreement, we will have stronger powers to collect monies, such as former tenancy arrears and chargeable repairs. We will be including an agreement to share details with other agencies such as Council Tax, Housing Associations and Utility companies for the exclusive reason of chasing outstanding monies. Details will not be shared with any other agencies and will **not** be sold for the purposes of telemarketing.

Q Pets – will you act on enforcing the new policy

A Yes, there will be no point putting in the changes if we do not enforce them. How we choose to enforce different aspects of enforcement is dependent on individual circumstances, but will be covered in the policy.

Q New Housing - Are we building? What are we building? We need to ensure we are building properties for older people ie bungalows, so we can free up more of our larger homes for families.

A We are currently developing our plans for building new homes which will be mainly 1 and 2 bedroom properties.

Q Pathways - What are the responsibilities for maintaining pathways:

1) Single pathways?

2) Shared Pathways?

3) Pathways which have been laid by tenant.

A It is likely that shared and single pathways will be maintained by the authority where we have laid them. Pathways laid by tenants will be maintained by tenants, Inspection may be necessary, permission may be necessary.



## **Summary of Proposed Changes for Existing Tenants**

### **Preliminary Notice of Variation pursuant to Section 103 of the Housing Act 1985**

This revised tenancy agreement covers all tenancy types the Council offers.

Those becoming social housing tenants for the first time after 1 April 2007 are introductory tenants. References to introductory tenants or introductory tenancies only apply to those people. After the successful completion of the introductory tenancy period (which may be extended for a period of six months) tenants will become secure tenants with secure tenancies.

New tenants will be required to provide photographic identification when signing up to a Council tenancy.

The tenancy agreement has been laid out more clearly into the following sections:

- Definitions
- Introduction
- False Statement
- Payment of Rent and Charges
- Use and Occupation of the Property
- Access to the Property
- Repairs and Maintenance
- Insurance
- Anti Social Behaviour
- Unlawful Behaviour
- Gardens
- Boundaries, Paths and Driveways
- Vehicles and Parking

- Communal Areas
- Keeping of Animals
- Written Permission
- Recharges
- Ending Your Tenancy
- Consultation and Information
- Notices
- Tenancy Agreement

### **Specific Changes**

The changes listed below are clauses which have been significantly altered from the previous agreement to the proposed one. Changes in wording, where the meaning has not altered, are not reflected below. Please review the full proposed tenancy agreement online at [www.nwleics.gov.uk/pages/tenancy\\_agreement](http://www.nwleics.gov.uk/pages/tenancy_agreement) to review all amendments.

Introduction	
Old Clause	New Clause
Separate Tenancy Arrangements for Introductory and Secure Tenancies	One agreement will be used for the Introductory and Secure Tenancies stipulated in 1.2
Rights as a Tenant - Section 3	In Table 1.6, Rights for a tenant have been put into a table
*New clause*	1.11 We are committed to the prevention and detection of fraud and participate in data monitoring exercises for this purpose. We advise you that the data held by us in respect of your Tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud. We may also share your data with others as permitted in law, including utility providers



## Payment of Rent and Charges

Old Clause	New Clause
Section 7, 2(a) – Payment of Rent when it becomes due	<p>3.1 You must pay your rent, together with any service charges due, in advance on Monday of each week. If you pay your rent by Direct Debit or Standing Order these payments must also be paid in advance</p> <p>3.9 If you wish to pay your rent fortnightly or monthly, you should agree this with us and permission will only be granted if you pay in advance to avoid recovery action being taken against you.</p>

## Use and Occupation of the Property

Old Clause	New Clause
Section 7, 1(b) – Tell us if you are away from your home for more than 28 days...	4.2 You must tell us if you are going to be away from the Property for more than a month and ensure that we are advised of a contact address and a nominated key holder/caretaker in case of an emergency.
Section 3, 14 – You have the rights to take in lodgers...	4.3 You may take in lodgers as long as you are a secure tenant and the Property does not become overcrowded as a result. However, you must get our prior written permission before you take in lodgers. You must also provide details of their name, date of birth, gender, National Insurance Number, former address and details of the rooms that they will occupy
Section 7, 4 (b) – not carry on a trade or business or allow trade or business to be carried on at your home without getting our written permission...	4.6 You must not run a business from the Property which may affect nearby residents or your neighbours without obtaining our prior written permission. Prior to granting any such permission we will consider various factors including but not limited to, planning issues, the amount of noise generated, nuisance likely to be caused to your neighbours and whether damage to the Property may occur. An inspection of the Property may also take place before full permission is granted.
*new clause*	4.7 You must not place or exhibit any notice board or notice visible from outside the Property advertising any profession, trade or business or any goods or services without our prior written permission.

Insurance	
*new section*	Section 7 is a new clause relating to Insurance
Anti Social Behaviour	
*new clause*	<p>8.3 "Harassment" includes but is not limited to:</p> <ul style="list-style-type: none"> <li>• abuse or threats towards our employees, agents or contractors including but not limited to:</li> </ul> <p>Abusive or insulting words or behaviour including that sent via email, social networking sites and mobile phones</p>
*new clause*	8.6 Any items found may be removed without further notice, particularly if deemed to be a health and safety risk such as flammable items, trip hazards or if they are blocking exits
*new clause*	8.9 The housing department's Anti Social Behaviour Policy includes details of what the Housing Department considers Anti Social Behaviour. We will rely on the conditions above and/or the Anti Social Behaviour Policy when looking to enforce the conditions of this Tenancy Agreement should we believe you have engaged in Anti Social Behaviour.
Unlawful Behaviour	
*new section*	Section 9, Unlawful Behaviour, is a new section
Gardens	
*new clause*	10.3 You must not have any plant in your Garden that causes a nuisance or annoyance to your Neighbours, other people in the locality or us. This includes (but is not limited to) plants that may spread uncontrollably, plants that may spread onto the path or road or plants with root systems that could cause damage to the Property or neighbouring properties.
*new clause*	You must not fence off or enclose any part of the driveway without our prior written consent.

## Boundaries, Paths and Driveways

Section 7, 14 (a) Fencing:  
You must not erect walls or fences or alter, move or interfere with existing boundary features or boundary fencing without getting our written permission beforehand. If you break this condition we may require you to return the boundary to its original state or we may do the work ourselves and charge you for it.

11.1 You will be required to obtain permission from us to install or remove fencing, walls, paths, hedges or driveways and the work will be pre and post inspected at our discretion.

11.2 The maintenance of any fencing, walls, paths, hedges or driveways installed by You will be Your responsibility.

11.3 We will maintain any fencing, walls, paths or driveways installed by the council or present at the time your tenancy commenced. Usually this will be through a planned programme of works over a number of years unless there are specific health and safety concerns. The type and timing of the work will be at our discretion and removal of fencing, walls, hedges or driveways will also be considered, where repair is not economical.

11.4 The maintenance of any hedgerow or tree(s) which define or mark the boundary will be Your responsibility.

## Vehicles and Parking

Section 7, 15 Parking  
You must not:

(a) park on your garden without having written consent from the Council and an approved:

- hardstanding; and
- access or dropped pavement.

Approval means permission from the Council, the Highways Agency and planning consent from the Council (where required).

(b) dismantle, carry out

12.1 You, anyone living with you or visiting you must not do any of the following:

- Park a vehicle anywhere on the Property unless the Property has a garage, parking space or a driveway which is a hardstanding with a dropped kerb.
- Allow anyone, other than your relatives, visitors and/or friends to park at the property.
- Park any vehicle which is untaxed, illegal, is not roadworthy or is in disrepair on any land belonging to us. If you do, we may remove the vehicle. You will then be charged the full cost for its removal.
- Store a Caravan or Motorhome on the Property without our written consent
- Allow a Caravan or Motorhome to be used as living quarters whilst it is on the Property
- Build a parking space, garage or driveway (hardstanding) without our written permission.

<p>major repairs, or leave any such vehicle in a state of disrepair or dilapidation on your home or any shared area without our specific permission. This permission may be withdrawn where it becomes apparent that it is causing a nuisance or annoyance and/or hazard to others;</p> <p>(c) any vehicle parked on a hard standing area must have a valid tax disc or statutory off-road notice (SORN), if required;</p> <p>(d) park on grass verges, other landscaped areas or use estate car parks for any purpose other than parking;</p> <p>(e) obstruct access to any other property, service road or block access for vehicles by the parking of any vehicles by you, your lodgers or visitors.</p>	<ul style="list-style-type: none"> <li>• Drive across a kerb to access the Property unless the kerb has been dropped in accordance with the regulations of the Highway Authority. You must have written permission from us and the Highway Authority to adapt a pavement so a vehicle can cross it.</li> <li>• Drive or park any vehicle over any grassed or landscaped area</li> <li>• Park any vehicle on a designated area set aside for emergency vehicles or park in any area which causes an obstruction or would block access for emergency vehicles or refuse collection vehicle.</li> <li>• Double park vehicles or park in a way which causes obstructions to pedestrians or other road users.</li> <li>• Carry out any vehicle repairs or maintenance, except minor maintenance on your own vehicle or to any vehicle on the Property, Communal Areas, Gardens, driveways or roads in the neighbourhood without prior written consent being given by Us.</li> <li>• Use any Garden or driveway to the Property to store, load or unload vehicles, store scrap metal or break up vehicles for spare parts.</li> <li>• Cause nuisance to Neighbours or damage to pathways, driveways and parking spaces through leakages or spillages from vehicles.</li> <li>• Have a motor-related business from the Property or receive payment for repairing any vehicle at the Property.</li> <li>• Store any moped, motorbike or machinery having a petrochemical engine inside the Property or in Communal Areas.</li> </ul> <p>12.2 Your vehicle must be less than 2 metres high (6 foot 6"), less than 1.83 metres wide (6') and less than 4.8 metres long (16 feet). If you wish to park a bigger vehicle you must have prior written permission from us to do so.</p>
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## Keeping of Animals

### Section 7, 7 Pets and Animals

(a) You must comply with any direction given by the Council prohibiting or imposing conditions on the keeping of any animal at the property.

(b) Tenants are allowed to keep fish, caged birds, small caged animals and other domestic pets if under proper control. However, animals such as cats and dogs are not allowed in flats and maisonettes having communal entrances, staircases or lifts unless otherwise agreed by the Council at the commencement of the tenancy.

(c) You are responsible for any animal in, or visiting your property, which must not cause any annoyance, or nuisance, including frightening and endangering other people.

(d) Dogs must be accompanied by the tenant, or a responsible

14.1 If you live in a house or bungalow, you have our consent to keep the following animals without our written permission:

- One domestic dog; and/or
- One domestic cat; and/or
- One domestic caged bird; and/or
- Fish kept in an aquarium indoors; and /or
- Small caged pets for example, gerbil, hamster or rabbit.

The size of the aquarium or cage must not exceed 1.83 metres in width (6'), 0.61 metres in depth (2') in depth and 1.22 metres (4') in height without our written permission.

No other type of pet or animal, including livestock may be kept without our prior written permission which will not be unreasonably withheld or delayed.

14.2 If you live in a house or bungalow and wish to keep any pet, animal or livestock, other than or in addition to those detailed in condition 14.1, you must obtain our prior written permission.

14.3 If you live in a flat or in Sheltered Properties, which has a communal entrance, you or anyone living with you may not keep a pet without our prior written permission.

14.4 You are responsible for the control of any pets/animal(s) which belong to you or anyone living with you.

14.5 You must not keep a pet/ animal in a communal area.

14.6 You must not breed pets/animals for commercial purposes at the Property.

14.7 You must not build any animal enclosures without prior written consent from us, in any part of the Property.

14.8 You must not board animals on a commercial basis without prior written consent from us.

14.9 If feeding wild animals or birds from your property, communal areas, outbuildings, gardens or from any part of the land belonging to us, you must do so responsibly, in a manner which does not attract vermin or cause a nuisance to your neighbours.

14.10 You must make sure that no animal you keep at the

<p>member of the household, and kept on a lead in communal areas.</p> <p>(e) You must comply with any signs displayed on a grassed open space which prohibit or regulate fouling and not allow your pet to foul or soil any other communal areas or children's play areas. You must also clean up any fouling by your pet.</p> <p>(f) You and any person living in, or visiting the property, must keep any animal in his or her care in a responsible manner and under proper control at all times.</p> <p>(g) You must not keep any livestock. Examples of which are (but not limited to) horses, donkeys, goats, pigs, cattle, ducks, geese, chickens, or pigeons at the property without the written consent of the Council.</p> <p>(h) Any pets and animals that you keep in your home must not cause damage to your home and/or a nuisance to your neighbours and/or their lawful visitors.</p>	<p>Property (or that you are responsible for) causes nuisance or annoyance to anyone:</p> <p>Examples of nuisance include but are not limited to:</p> <ul style="list-style-type: none"> <li>• Allowing your pet/animal to persistently foul in an inappropriate place</li> <li>• Failing to clean up fouling in a timely manner</li> <li>• Barking</li> <li>• Creating a foul smell</li> <li>• Not being kept under control</li> <li>• Creating any type of danger or health hazard</li> <li>• Encroaching onto other peoples gardens</li> </ul> <p>14.11 You, your relatives or your visitors or anyone living with you must not leave any pet/animal unattended for more than 24 hours either inside or outside of the Property.</p> <p>14.12 Any permission obtained from us for you to keep a pet/animal may be withdrawn if your pet/animal creates a nuisance.</p> <p>14.13 You must make sure that no pet/animal kept at the Property causes any damage:</p> <ul style="list-style-type: none"> <li>• To the Property;</li> <li>• To a Communal Area</li> <li>• In the locality</li> <li>• To any land owned by Us</li> </ul> <p>You will be held liable should any damage be caused.</p> <p>14.14 You are responsible for putting right any damage attributable to your pets, or those pets/animals you are responsible for.</p> <p>14.15 You, your relatives or anyone else living with you, and your visitors must ensure that no pets/animals kept at the Property prevents our employees, or any other authorised person's from gaining access to the Property.</p> <p>14.16 You must not keep any animals prohibited by law within the Property. All legislation relating to Pet ownership must be adhered to.</p>
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## Alterations to the Property

### Section 3, 4 Right to Make Improvements

You may make improvements, alterations and additions to your home, including putting up aerials, external decoration and additions or alterations to our installations, fixtures and fittings as long as you get our written permission and all other necessary approvals (for example, planning permission or Building Regulations approval) beforehand

### Section 3,5 Right to Compensation for Improvements

If you carry out certain improvements to your home and then your tenancy ends, you may be entitled to some compensation towards the costs of these improvements. This will be explained further at the time you apply for permissions to carry out the work.

15.1 You must obtain our prior written permission before making any alteration or addition to the Property

15.2 Permission may not be unreasonably withheld by us.

15.3 The list of structure erections, alterations and improvements include, but is not limited to:

- Building an extension
- Removing internal walls
- Changing the use of a room e.g. a living room to a bedroom
- Adding, changing or replacing fixtures and fittings: eg: kitchen, bathrooms
- Installing a water meter
- Decorating the exterior of the Property
- Altering or tampering with gas, electricity or water supplies
- Erecting an aerial or satellite dish
- Building a structure e.g. car port, garage, hard standing driveway or shed
- Creating ponds and/or carrying out major landscaping
- Removing any tree, hedge or boundary fence or wall

15.4 When deciding whether it is reasonable to grant written permission we will consider a range of factors including but not limited to the impact of the alteration or improvement on the surrounding properties.

15.5 Any consent given by us may be subject to any reasonable conditions including (but not limited to):

- That work must be undertaken by a properly qualified person registered with the appropriate regulatory body
- That you have obtained all necessary consents and approvals for the works
- That you are responsible for maintaining the alteration or addition including complying with any statutory or other requirements related to the alteration or addition
- That you may be required to remove the alteration or addition and reinstate the Property at the end of this Tenancy or when required to do so by us
- That we will not be liable to you or any other person for any loss, damage or other harm arising from the alteration or addition

	<p>15.6 We may serve a notice on you requiring you to remove any unauthorised alterations or additions. An alteration or addition is unauthorised if it is undertaken without prior written consent or if it is not completed in accordance with the terms of the consent.</p> <p>15.7 You must repair any damage resulting from the construction or removal of the alteration or addition. If you do not comply with the notice, then we may undertake necessary work to remove the alteration or addition and you will be liable to pay our reasonable cost of the work.</p> <p>15.8 You may be entitled to compensation for certain improvements you undertake to your home when your tenancy ends. Compensation will be paid in accordance with the legislation: The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 or as subsequently amended.</p>
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**This is a summary of the proposed changes a copy of full proposed new tenancy agreement is available as follows:-**

- At the Council Office
- Online at [www.nwleics.gov.uk/pages/tenancy\\_agreement](http://www.nwleics.gov.uk/pages/tenancy_agreement)
- A paper copy can be sent to you on request please contact [andrew.wallace@nwleicestershire.gov.uk](mailto:andrew.wallace@nwleicestershire.gov.uk) or call on 01530 454660



# Tenancy Agreement

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This is a legal Contract. It describes your rights and responsibilities as a tenant and of North West Leicestershire District Council as your landlord.

**THIS AGREEMENT** is made on the

**BETWEEN NORTH WEST LEICESTERSHIRE DISTRICT COUNCIL**

**AND**

Name

Date of Birth

National Insurance Number

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# Tenancy Agreement - Section 1

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1. The property let to you is known as:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

2. The tenancy is a weekly secure tenancy commencing on the

\_\_\_\_\_

3. The weekly rent due is £            and is made up as follows:

Basic Rent	£
Fuel Charges	£
<b>Total Weekly Rent</b>	<b>£</b>
Other Charges*	£

In this agreement the term "Rent" is inclusive of service charges where these apply. The amount can change. The amounts are based on a year's payment divided by fifty.

\* Support charges are collected directly from Supporting People at Leicestershire County Council.

4. This tenancy agreement makes you a tenant of North West Leicestershire District Council. You must behave responsibly and keep to the rules in the Agreement. If you do not and we want to take possession of your home, you would then have the right to put your case at a court hearing.

5. You agree to comply with the Obligations and Rights set out in Sections 3 and 7.

6. We agree to comply with the Obligations and Rights set out in Sections 4 and 5.

7. We will consult you in writing on any proposed changes to the terms and conditions of this tenancy. This does not apply to the annual increase in rent and service charges, which is dealt with in Section 6.

8. You are in breach of your tenancy conditions if you, or someone acting on your behalf knowingly makes a false statement or gives incorrect information which leads to the granting of this tenancy.

9. Where it is necessary for us to send you any notice and/or court proceedings, the notice and/or court proceedings will have been properly sent by us, either by delivering it by hand to you or leaving it at your home. A notice delivered by one of these methods will be effective from the date stated on the notice.

(a) "your home" means the property let to you under this tenancy as stated in (1) above.

(b) where it is necessary for us to serve any notice on joint tenants the notice will have been properly served on all joint tenants if served on one or any of them separately.

**Tenant(s) Signatures:**

(1) \_\_\_\_\_

(2) \_\_\_\_\_

Signed on behalf of North West Leicestershire District Council:

\_\_\_\_\_

## Definitions used in this Agreement – Section 2

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Boundary Fencing	Refers to fencing which marks out the extent of the land owned by the council not including dividing fencing, but including fences where they adjoin a public footpath or open area.
Council	Refers to North West Leicestershire District Council
Dividing Fencing	Refers to a fence which divides your home from your neighbour's home
Exchange	To swap tenancies with another Council or Registered Social Landlord tenant
Fixtures and Fittings	All appliances and furnishings in the property including installations for supplying or using gas electric and water.
Flat	A home which forms part of a building
Garden	Lawns, hedges, flowerbeds, trees, shrubs, slabbed area, outside walls and fences.
Home	Refers to the property let to you including any garden, garage, outbuilding, fence or wall let with the property but not a garage or garage site which is let to you separately. The boundaries of your home are defined by the physical boundaries of your property at the date of this agreement.
Improvement	Any alteration or addition to your home.
Legislation	A general term meaning Regulations and Act of Parliament.
Lodger	A person who lives in your home with you whether or not they pay you.
Maisonette	A flat with more than one floor.
Member of your family	Your spouse or person you live with as husband or wife (including same sex partner), civil partners, your parent, child, grandchild, grandparent, brother, sister, uncle, aunt, nephew, niece, step-relative and adopted child.
Month	Refers to calendar month.
Neighbours	Your neighbours include everyone living in the

	local area, including people who own their own homes and housing association tenants.
Partner	A husband, wife, civil partner or someone who lives with you as husband or wife (including same sex partners)
Property	The property you live in, including any garden, but not including any shared areas.
Qualifying Successor	Means a person who would be eligible to take over your tenancy when you die.
Security of Tenure	By law, we cannot remove a tenant from a property unless a court grants an 'Order of Possession'
Shared areas	The parts of the building which all tenants can use for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.
Step-relative	Stepmother, stepfather and stepchild.
Sublet	Giving another person the right to live in part of the property to the exclusion of you and your family from that part.
Supported Housing	Includes charges for services which provide support to the tenant to help them maintain their tenancy and is funded by the Supporting People Grant from April 2003.
Vehicle	A car, bus, lorry, motorbike, caravan, bike and so on.
We, us our	North West Leicestershire District Council
Written permission	A letter from us giving you permission to do certain things.
You	The tenant, and in the case of joint tenants, any one or all of the joint tenants.
Tenant/Joint Tenant	The person or persons who enters into this agreement with North West Leicestershire District Council

## **Your rights as a tenant – Section 3**

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### **1. Occupation of Your Home**

You have the right to live peacefully in your home without interruption or interference from us as long as you keep to the terms of this agreement. However, we may have to enter your property in certain circumstances, as explained in term 11 of Section 7. The premises shall not be used for any trade or business purpose, without the permission of the council.

### **2. Security of Tenure**

You are a secure tenant with security of tenure as long as your home is your only or principal home. We can only end the tenancy by obtaining a court order for possession on one or more of the grounds listed in Section 8 of this Agreement or in term 3 listed below.

### **3. If Your Secure Tenancy Ends**

If you stop living in your home as your only or principal home or you sublet the whole of it to another, your tenancy may stop being a secure tenancy. If your tenancy does stop being a secure tenancy, we may end your tenancy by giving you four weeks notice in writing and obtaining a court order for possession.

### **4. Right to Make Improvements**

You may make improvements, alterations and additions to your home, including putting up aerials, external decoration and additions or alterations to our installations, fixtures and fittings as long as you get our written permission and all other necessary approvals (for example, planning permission or Building Regulations approval) beforehand.

If it is reasonable for us to give you our permission we will do so, but may make conditions relating to the materials you can use or the standard of workmanship. We may also ask your neighbours views when considering an application for improvements or alterations, which may affect them. If you do not comply with all of the conditions for the work being done, we may treat this as a breach of your obligations under this tenancy agreement under Ground 1 of Schedule 2 of the Housing Act 1985.

### **5. Rights to Compensation for Improvements**

If you carry out certain improvements to your home and then your tenancy ends, you may be entitled to some compensation towards the costs of these improvements. This will be explained further at the time you apply for permission to carry out the work.

### **6. Right to Repair**

You have the right to have qualifying repairs, which are our responsibility carried out in the timescales shown in the Tenants' Handbook. Where you have reported the need for a qualifying repair and we have confirmed this by sending a receipt to you but where we have, without good reason, failed to carry out the repair within the timescale set out in the Tenants' Handbook you can request us to appoint another contractor to complete the repair at no cost to you. If the second contractor does not complete the qualifying repair on time you will be entitled to compensation. This is calculated by the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations. You can request further information from the Maintenance Section at the Council offices.

## 7. Right to consultation

We will consult you on any matters affecting housing management and maintenance.

## 8. Right to Information

You have a right to information from us about:

- the terms of this tenancy agreement;
- our responsibilities as landlord;
- our policies and procedures;
- housing allocation and transfers;
- equal opportunities;
- our principles for fixing rents; and
- our performance as landlord.

## 9. Right of Succession

This is the right for someone to take over the tenancy when you die.

On your death and as long as you are not a successor (as defined at term (g) below), the following persons have a right to succeed to this tenancy:

- a) Any surviving joint tenant(s) if they occupied your home as their only or principal home at the time of your death;
- b) Your spouse or a person living with you as your husband or wife (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death;
- c) If you have no surviving spouse, partner or joint tenant(s), a member of your family (as defined below) may succeed as long as:-
  - they occupied your home as their only or principal home; and
  - they lived with you throughout the period of 12

months ending with your death;

- d) Where there is no spouse entitled to succeed and there is more than one member of your family entitled to succeed they should agree between themselves who will claim it. If they cannot agree, they should all make a claim and we will decide to whom we will offer the tenancy. When we have decided we will tell everyone involved the person to whom we will offer the tenancy.

- e) The successor or potential successor(s) must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made as set out in clause (d) and (e) above;

- f) You are a successor if:

- you were a joint tenant and have become the sole tenant;
- you gained this tenancy as a result of an exchange of tenancies and you were a successor under your original tenancy;
- you gained this tenancy as a result of a court order relating to matrimonial proceedings and your spouse was a successor; or
- you gained this tenancy by a right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant.

- g) A person is a member of your family if they are; your parent, spouse or person living with you as husband or wife, (including same sex partner), civil partners, your grandparent, child, grandchild, brother, sister, uncle,

aunt, nephew, niece, step-relative or adopted child.

- h) You have the right to request to move to a smaller property. If you are realising general needs accommodation, it may be possible to give your application for a transfer additional priority on the Housing Register. For more information contact the Housing Advice team.
- i) If the property is not appropriate for your needs, or is too large, you may be asked to move to a more suitable property. Succession can occur only once.

#### **10. Right To Assign to a Qualifying Successor**

You have the right to assign your tenancy to a person who would qualify to succeed to the tenancy upon your death. An example of where an assignment is used is where the tenant moved into residential care accommodation.

#### **11. Right to Exchange**

You have the right to exchange this tenancy with that of another tenant of a Council or a Registered Social Landlord, as long as you have written permission from us. We will not refuse this unless we have a good reason to. You will also need to sign a new tenancy agreement. You will have the right to be registered with HOMESWAP.

#### **12. Right to Buy**

- a) You have the right to buy your home from us subject to certain conditions, which include having been a tenant for at least either two years for tenancies that commenced before 18<sup>th</sup> January 2005 or five years after that date. Details available on request. This right will also apply if:
  - you have succeeded to this tenancy under paragraph 10 above;
  - you have exchanged with another tenant who has the Right to Buy their home;
- b) You do not have the Right to Buy your home if you live in sheltered housing, adapted properties or other housing excluded from this legislation.
- c) You **may** lose your Right to Buy if you exchange with a tenant of a Registered Social Landlord.

#### **13. Right to Sublet your home**

You have the right to sublet part of your home subject to you obtaining our written permission beforehand. This will not be withheld unreasonably. Where consent is withheld we will give you a written statement of reasons. If you sublet your property without written permission, it will be considered a breach of your tenancy.

#### **14. Right to take in Lodgers**

You have the right to allow anyone to live with you as your lodger as long as this does not cause overcrowding.

# ***Our responsibilities as landlord – Section 4***

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## **1. Your Right to Possession**

We will not interfere with your right to possession of your home provided you fulfil all of your obligations under this tenancy agreement.

## **2. Repairs**

We will:

a) Keep in repair the structure and exterior of your home and its installations (including shared areas in the case of flats). The structure and exterior includes:

- Drains, gutters, sewers and external pipes (except where the drains and sewers are the responsibility of a water company, when defects will be reported to that company);
- The roof;
- Internal walls, plastering, doors and door frames, floors, ceilings and skirting boards, but not including internal painting and decorations;
- Outside walls, chimneys, chimney stacks and annual service of solid fuel systems and flues but **NOT** including sweeping;
- External cladding;
- Garages and external stores where provided by the Council;
- Boundary fencing;
- Outside doors, window frames and sills, including any necessary painting and decoration.

- Pathways, steps and other means of access where originally supplied by the Council, and fences where these adjoin a public footpath or open area at the side or rear of the premises or are estate boundary fences.

b) Keep in repair and proper working order the installations provided by us in your home for the supply of water, gas and electricity, for sanitation and for space or water heating. Installations include:

- Basins, sinks, baths, toilets, flushing systems and waste pipes, water pipes, taps and stop taps;
- Electric wiring including sockets, light fittings and switches;
- Water heaters, fireplaces, fitted fires and central heating installations and gas pipes;
- Shared Fire Alarm Systems;
- Shared Door Entry Systems;
- Mains-wired Pull Cord Systems;
- Mains-wired Smoke Detectors (where applicable); and
- Mains-wired (where applicable) and battery operated Smoke Detectors (you are responsible for maintaining batteries that work).

For more detailed information please see the tenants' handbook.

The lists do not include repairing or replacing damaged items resulting from neglect or carelessness by you, members of your household or visitors. These are detailed in this document in



Section 7 'Your Responsibilities as a Tenant'.

### **3. Shared Areas**

We will keep the shared entrances, halls, stairways, lifts, passageways, rubbish chutes, and any other shared areas including their electric lighting in reasonable repair and fit for use by you and other occupiers and visitors to your home where we currently do so.

### **4. Consultation**

We will consult you or your representative if you are likely to be substantially affected by any proposed changes in, or additions to, our housing management services and maintenance (other than amounts charged for rents or service charges).

### **5. Provision of Information**

We will:

- a) Publish a summary of the rules for deciding priority in allocating housing, including transfers and exchanges;
- b) Publish information at least annually about tenancies, housing management performance indicators, policies, complaints procedure and details of the Independent Housing Ombudsman

### **6. Data Protection and Access to Personal Information**

The Data Protection Act 1998 (including any amendments made)

and our own policies on confidentiality apply to this tenancy agreement and your rights to access personal information.

We will allow you to inspect information about you, which is held by us in the form of computerised data. We will also allow you reasonable access to other personal information held about you or members of your family (provided that this shall not apply to information provided to us in confidence by third parties). You may correct or record your disagreement with the information held by us. There may be a charge to cover our costs.

### **7. Notice to Applicant/s**

This Authority is under a duty to protect the public funds it administers and is required, under Section 6 of the Audit Commission Act 1998, to participate in National Data Matching Exercises. These exercises include the matching of data held in respect to Housing Rents. To this end the authority may use the information held in respect of tenancy details within this Authority for the prevention and detection of fraud. It may also share this information with other bodies administering public funds solely for these purposes.

# ***Our rights as landlord – Section 5***

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## **1. Right to Seek to Recover Possession**

We may seek to recover possession of your home on the grounds set out in Schedule 2 of the Housing Act 1985 after first giving notice to you of our intention to apply to the Court for an order for possession. In extreme cases we may ask the Court to excuse us from giving notice before starting proceedings. The Court has to decide that it is just and equitable to do so.

## **2. Right to Access**

We have the right to gain access to your home in the circumstances described in term 11 of Section 7.

## **3. Right to Fix Wires etc.**

We have:

- (a) the right to erect, fit, attach, fix and maintain any wires, poles, brackets, fixtures and fittings in, over or upon your home for the purpose of supplying radio and television diffusion service to any other property;
- (b) the right to install and maintain, or improve in your home and in the shared areas cables, wires, fixtures or other equipment for provision by us of emergency alarm or security systems.

# ***Your rent – Section 6***

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## 2. Changing Your Rent

- a) The weekly Rent includes your Basic Rent and service charges. We can increase your Rent by giving you four weeks' notice in writing.
  
- b) Fuel charges, where they apply, are also collected as part of the Rent and may be varied by written notice.

**For details on how to pay your rent see Section 7.**

# Your obligations as a tenant – Section 7

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You have the following obligations:-

## 1. Possession

- (a) To live in the property as your only or principal home.
- (b) You or someone on your behalf must tell us as soon as practicable if you will be away from your home for more than 28 days so that we know that you have not abandoned your home, so that legal action is not commenced.

## 2. Rent (inclusive of Service Charge and Other Charges)

- (a) The rent (as set out at the start of this tenancy agreement) must be paid when due.
- (b) If you have a joint tenancy you are both jointly and separately responsible for all the Rent due and for any arrears. This means that if one joint tenant leaves we can recover all or any of these amounts from the joint tenant who stays in the home. We can also recover them from the joint tenant who leaves unless a notice to quit is received from one of the joint tenants (or we have taken steps to end the joint tenancy) the joint tenancy continues whether or not both joint tenants live in the home. This also applies to your other obligations as a tenant.
- (c) We operate a 50 week Rent collected period which allows two weeks where no rent is due **PROVIDED THAT** you are not behind with your payments and have arrears.
- (d) If you have arrears of Rent you must continue to pay off the

arrears during the weeks where no rent is due.

- (e) No adjustment by way of a refund will be made if you stop being a tenant before a week where no rent is due.

## 3. Arrears and Advance Payments

- (a) If you have made any advance Rent payments (known as credits) on your previous home's Rent account we will add the credit to your Rent account to the oldest liability first (this is known as crediting your account).

- (b) If you leave your present home to become our tenant in another home:

- we will also be entitled to use any Rent credits you have built up on your old home to cover the Rent of your new home; and
- in normal circumstances, we will expect you to clear your existing Rent account before a transfer or exchange of homes can take place.

- (d) If you leave your present home and do not become our tenant in another home, we will refund any credit on your Rent account, subject to there being no other debts owed to the Council.

## 4. Use of Your Home

You must:

- (a) use your home as a private dwelling;
- (b) not carry on a trade or business or allow a trade or business to be

carried on at your home without getting our written permission beforehand. You must obtain any necessary planning and other consents before asking for our permission. If our permission is given and the trade or business disturbs or causes nuisance or annoyance to your neighbours, our permission will be withdrawn;

- (c) not use your home, any shared area or the locality for any illegal, criminal, immoral or improper purposes.

Examples of illegal, criminal, immoral or improper purposes could include:

- the selling or storing of drugs, drug abuse or domestic violence.

These are examples only and are not exhaustive or exclusive.

- (d) not display any business advertisement, sign or notice on your home without getting our written permission beforehand, which may be withheld at our discretion.

## 5. Care of Your Home

You must:

- (a) keep your home in a clean and tidy condition (including shared areas in the case of flats), in particular:

- you must not place any item or items or allow any item or items to be placed in such a position (either inside or outside your home) so that access to and from your home or to and from any neighbouring property or land is obstructed;
- you must keep the garden, if you have one, in a tidy condition, free from rubbish

and maintained to a reasonable standard.

- (b) make sure that no flammable or dangerous materials, paraffin, petrol or bottled gases, such as those used in portable room heaters, are kept on or in your home in quantities which might cause danger;

- (c) not damage, deface or put graffiti on your home or any part of our property. You will have to pay for any repair or replacement arising from any damage caused to your home or any other property by your family, visitors, including children or lodgers. These costs may be charged in addition to your Rent.

- (d) if you occupy a flat, you must co-operate with the Council and your neighbours to keep any shared areas clean, tidy and clear of any obstructions. This duty must be shared equally between all residents. Failure to comply with this obligation could result in us carrying out this work ourselves and re-charging you for the full cost;

- (e) not install any large fish tank(s) or other large pet enclosures without getting written permission beforehand. The purpose of this condition is to avoid structural damage being caused to your home as a result of weights being too heavy for your home to bear;

- (f) not put up any structures such as sheds, garages or pigeon lofts or external fixtures such as satellite dishes, television or radio aerials without getting our written permission beforehand and, where required, Planning Permission and/or Building Regulations approval from the Council;

- (g) take all reasonable steps to prevent damage to your home by fire, frost, the bursting of water

pipes or the blocking of drains. The Tenants Handbook contains practical advice on how you can avoid damage of this kind;

- (h) not make false or malicious complaints to us about the behaviour of any other person living in or visiting within the locality of your home;
- (i) not tamper or interfere with equipment for the supply of services or other security and safety equipment. Shared area doors must not be jammed open and strangers must not be let in shared areas without identification.

You will be held responsible for the unreasonable behaviour of every person (including children) living with you or visiting you at your home or locality. This applies whether you are aware of their behaviour or not.

## 6. Nuisance, Discrimination and Other Harassment

You must not commit:

### (a) Nuisance

As listed in the Council's Anti-Social Behaviour Policy

Tenants, other persons living in the tenants' home, and visitors behaving in a way which causes or is likely to cause danger, nuisance, annoyance or disturbance to other tenants, Council staff, contractors or any other persons residing in or visiting the locality.

You must not commit:

### (b) Anti-Social Behaviour

As listed in the Council's Anti-Social Behaviour Policy

This is defined in the Crime and Disorder Act 1998 as follows:

“that a person has acted in an anti-social manner - that is to say, in a manner that caused or was likely to cause harassment, alarm or distress to one or more persons not of the same household as himself”.

### (c) Harassment

As listed in the Council's Anti-Social Behaviour Policy

Harassment is an extreme form of nuisance and anti-social behaviour against groups or individuals and may be specifically described as:

#### Racial Harassment

Harassment which is racially motivated, defined by the Commission for Racial Equality as may be verbal or physical and which includes attacks on property as well as the person, suffered by individuals or groups because of their colour, race, nationality or ethnic origin, when the victim believes that the perpetrator was acting on racial groups and /or there is evidence of racism”.

#### Sexual Harassment

The interference with a person's comfort or safety on grounds of gender or sexual orientation.

#### Disability Harassment

The interference with a person's comfort or safety on grounds of their disability.

You (or anyone living with you or visiting your home or locality, including children) must not:

- (d) Inflict violence or threaten violence against any other person living with you or living elsewhere;
- (e) Harass or carry out physical, mental or sexual abuse, which

makes anyone who lives with you leave the home.

- (f) Use or threaten to use violence or abusive or insulting words of behaviour towards any other person, including our employees, contractors or anyone on official business at any place or at any time;
- (g) Play or allow to be played any audio equipment or musical instrument so loudly that it causes a nuisance, disturbance or annoyance to neighbours or can be heard outside your home;
- (h) Engage in any other activity that will cause annoyance to any other residence.
- (i) The tenant must not supply from or in the neighbourhood of the premises any controlled drug or other substance contrary to the Misuse of Drugs Act 1971 or related legislation. The tenant will be held responsible if members of the household, lodgers, sub-tenants or visitors do not act in accordance with this condition.

**THIS LIST IS NOT EXHAUSTIVE OR EXCLUSIVE**

**7. Pets and Animals**

- (a) You must comply with any direction given by the Council prohibiting or imposing conditions on the keeping of any animal at the property.
  - (b) Tenants are allowed to keep fish, caged birds, small caged animals and other domestic pets if under proper control. However, animals such as cats and dogs are not allowed in flats and maisonettes having communal entrances, staircases or lifts unless otherwise agreed by the Council at the commencement of the tenancy.
- (c) You are responsible for any animal in, or visiting your property, which must not cause any annoyance, or nuisance, including frightening and endangering other people.
  - (d) Dogs must be accompanied by the tenant, or a responsible member of the household, and kept on a lead in communal areas.
  - (e) You must comply with any signs displayed on a grassed open space which prohibit or regulate fouling and not allow your pet to foul or soil any other communal areas or children's play areas. You must also clean up any fouling by your pet.
  - (f) You and any person living in, or visiting the property, must keep any animal in his or her care in a responsible manner and under proper control at all times.
  - (g) You must not keep any livestock. Examples of which are (but not limited to) horses, donkeys, goats, pigs, cattle, ducks, geese, chickens, or pigeons at the property without the written consent of the Council.
  - (h) Any pets and animals that you keep in your home must not cause damage to your home and/or a nuisance to your neighbours and/or their lawful visitors.

**8. Internal Decoration and Repairs**

You must:

- (a) notify us promptly of any disrepair or defect at your home or the shared areas or in any installation to your home or in the shared areas, which are our responsibility;
- (b) keep the inside of your home in good and clean condition and decorate all internal parts of your home as often as is necessary to

keep them in good decorative order;

- (c) pay the total costs of any works of repair or replacement arising from any damage to your home (other than fair wear and tear) caused or permitted by you, your family, your pets, lodgers or visitors, including children. You have a duty to take reasonable care of your home and any shared areas internally and externally. Charges for repairs done as a result of carelessness, neglect or wilful act will be made both during the tenancy and once the tenancy has ended, at the full cost;
- (d) pay for repair or replacement if damage is caused deliberately or by your own neglect. These charges will also apply if you have left your home, even if the charges have been identified after you have left your home.

## 9. Rubbish

You must dispose of all rubbish and refuse promptly and properly and not allow rubbish or other waste to accumulate in or around your home. You must take the appropriate action to deal with the disposal of bulky items.

## 10. Shared Areas

If you share any shared areas with other tenants you must:

- (a) keep them free from obstruction, rubbish and defacement;
- (b) not throw anything from any landing, balcony, corridor or window in your property or in the areas shared with other people; and
- (d) keep noise in shared areas to a reasonable level to avoid causing a nuisance to others.

## 11. Access

You must:

- (a) allow us, or anyone working for us, including contractors acting on our behalf, reasonable access to all parts of your home. Access will usually be during the daytime, on production of appropriate proof of identity, to inspect the condition of your home or carry out repairs or other works to your home or adjoining property. We will normally give you a minimum of 24 hours notice that we need access, but we may need immediate access in an emergency; and
- (b) clause (a) applies to inspections, repairs and other works to the installations in your home such as gas, electricity and water. Failure to allow access for servicing of gas installation can have catastrophic consequences, even resulting in DEATH. Furthermore, Court proceedings can be instigated if you deny or obstruct access unreasonably to your home.
- (c) not obstruct access to your home, either directly (for instance by refusing permission to enter or by cancelling appointments) or indirectly (for instance by accumulation of furniture, personal effects, stored items or unhygienic conditions).

## 12. Assignment, Exchange, Sub-letting and Lodgers

- (a) You must not assign, exchange, sub-let or part with possession of part of your home without getting our written permission beforehand. If permission is given, it may be subject to conditions;
- (b) You may allow anyone to live in your home as a lodger (as long as this does not make your home overcrowded), but you must notify us in writing of the lodgers name as soon as you can after he or she



moves in. This does not mean that you can sub-let or give up possession of part of your home, for this you must get our written permission.

- (c) Where deterioration of your home or any shared areas is due to the neglect or default of your lodger, sub-tenant or visitor, you are required to take whatever steps as are reasonable for the removal of the lodger, sub-tenant or visitor. You will be held responsible and charged for any damages caused to your property.

### 13. Garden

You must:

- (a) maintain any garden, which is part of your home in a good and tidy condition;
- (b) not cut down or remove any tree or hedge (excluding pruning) at your home without getting our written permission beforehand;
- (c) not encroach on any property, which has not been let to you. You must not allow anyone else to encroach on the boundaries of your home either and must report any attempted encroachment to us promptly.

If your garden is overgrown (and there is no good reason why you cannot do the work yourself) **we may clear it and charge you.**

### 14. Fencing

You must:

- (a) not erect walls or fences or alter, move or interfere with existing boundary features or boundary fencing without getting our written permission beforehand. If you break this condition we may require you to return the boundary to its original state or we may **do**

**the work ourselves and charge you for it.**

For more detailed information please see the Tenants Handbook.

### 15. Parking

You must not:

- (a) park on your garden without having written consent from the Council and an approved:
- hardstanding; and
  - access or dropped pavement.

Approval means permission from the Council, the Highways Agency and planning consent from the Council (where required).

- (b) dismantle, carry out major repairs, or leave any such vehicle in a state of disrepair or dilapidation on your home or any shared area without our specific permission. This permission may be withdrawn where it becomes apparent that it is causing a nuisance or annoyance and/or hazard to others;
- (c) any vehicle parked on a hard standing area must have a valid tax disc or statutory off-road notice (SORN), if required;
- (d) park on grass verges, other landscaped areas or use estate car parks for any purpose other than parking;
- (e) obstruct access to any other property, service road or block access for vehicles by the parking of any vehicles by you, your lodgers or visitors.

### 16. Overcrowding

You must not allow your home to be occupied in a manner, which could cause it to be overcrowded.

## 17. How You May End the Tenancy and Move Out

If you wish to end your tenancy, you must:

- (a) give us a minimum of 28 days notice in writing to end on a Sunday. If you are joint tenants, any one of you can end the tenancy;
- (b) You must serve the notice directly to:  
  
North West Leicestershire D.C.,  
Council Offices,  
Coalville,  
Leicestershire. LE67 3FJ
- (c) give us vacant possession of your home and return all the keys. If you install any fixtures, most of these will become our property, which you must not remove when the tenancy ends. If there is an item you wish to take with you, then you should obtain our permission in writing before you remove it. If you remove fixtures, you will be charged the cost of them being replaced. We may compensate you for certain fixtures – see term 6 of Section 3 - 'Your Right to Compensation';
- (d) remove all furniture, personal possessions and rubbish;
- (e) leave your home in good repair, good decorative order and in a clean condition. You must pay for repair or replacement if damage has been caused deliberately or by your own neglect or that of anyone living with you or visiting you (including children). You will not have to pay for normal wear and tear.

We would ask that you allow access to prospective tenants and our staff to view your home within the final 28 days of your tenancy.

We accept no responsibility for anything you leave at your home at the end of the tenancy. If any items are found in your home after you leave, we will assume that you no longer wish to keep them, they will be removed and you may be charged for the cost of removal and disposal.

# *How North West Leicestershire District Council may end the tenancy – Section 8*

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We can only end your tenancy on grounds stated in Schedule 2 of the Housing Act 1985, unless your property has been abandoned. If we intend to get a Court order against you we will give you at least four weeks' notice in writing unless we are using Grounds 2 and 2A when the notice may be less than four weeks. In extreme cases we may ask the Court for permission to dispense with any notice before we start Court proceedings. An example of an extreme case is where violence or the threat of violence has occurred and is likely to recur.

The following is a summary only of the Grounds in Schedule 2 and is not intended to override the statutory grounds.

## **Grounds on which Court may order possession if it considers it reasonable:**

- (a) Rent due has not been paid or an obligation of the tenancy has been broken or not performed (Ground 1);
- (b) You or a person residing in or visiting your home:
  - has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality; or
  - has been convicted of:-
    - (i) using the home or allowing it to be used for immoral or illegal purposes; or
    - (ii) an arrestable offence committed in, or in the locality of, the home (Ground 2);
- (c) You live at your home as a married couple or as a couple living together as husband and wife and
  - or have undertaken a civil partnership and one partner has left because of violence or threats of violence towards the other or a person living with you and we can show that the partner who has left is unlikely to return (Ground 2A);
- (d) You or anyone living with you has damaged or not looked after your home or its surroundings, or your lodger or sub-tenant has damaged your home and you have not taken all reasonable steps to evict that person from your home (Ground 3);
- (e) You or anyone living in your home has damaged any furniture provided from us in your home or for use in the shared areas or your lodger or sub-tenant has caused damage to such furniture and you have not taken all reasonable steps to evict that person from your home (Ground 4);
- (f) You, or someone acting on your behalf, made a false statement to obtain this tenancy from us (Ground 5);
- (g) The tenancy was assigned to you by way of exchange and you received a payment from the person you exchanged with or you are a successor in title to this tenancy where the previous tenant received or gave payment for this tenancy (Ground 6);
- (h) The home forms part of a building held mainly for purposes other than housing purposes and was let to the tenant because the tenant was employed by the Council and the tenant or someone living with the tenant has behaved in such a way that it is not right for the tenant to continue

to be in occupation of that property (Ground 7);

**Grounds on which the Court may order possession if suitable accommodation is available:**

- (a) You have allowed the home to become overcrowded (Ground 9);
- (b) We intend to demolish, reconstruct or refurbish your home and cannot reasonably do this without the property being empty (Grounds 10 and 10A);

**Grounds on which the Court may order possession if it considers it reasonable and suitable accommodation is available:**

- (a) Your home has special features (which you do not need) for an elderly or disabled person and we need your home for someone who needs these special features (Ground 13);
- (b) Your home is one of a group of homes which the Council usually lets to people with special needs, there is no longer a person with special needs living in the property and the Council needs the property to let to a person with special needs (Ground 15);
- (c) You took over the tenancy as a successor and there are too few people living in your home considering the size. This term will not apply where the successor is a spouse or a partner (Ground 16).

As long as you keep to this agreement you have the right to live peacefully in your home without interference from us. These are the only grounds we will use to get a Court order against you.

If you are moved to temporary accommodation whilst works are carried out to your home and you were to refuse to move back to your permanent home proceedings could be taken under Ground 8.

**THIS LIST IS NOT EXHAUSTIVE OR EXCLUSIVE. GROUNDS 11, 12 AND 14 ARE NOT RELEVANT TO THIS TENANCY AGREEMENT**



# Tenancy Agreement

## North West Leicestershire District Council (Landlord)



NWLDCHousing



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Youtube.com/nwldchousing

[www.nwleics.gov.uk/housing](http://www.nwleics.gov.uk/housing)

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# Definitions

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

Animal/Pet: Includes bird, insect, reptile, spider, fish, livestock, cat, dog.

ASB: Anti Social Behaviour.

Assign/Assignment: Giving up the rights of a tenancy in favour of a qualifying family member or by way of mutual exchange.

Assignee: Person who is assigned a tenancy following Assignment

Communal Areas: Areas which tenants share with other tenants such as stairs, entrance halls including door entry systems, lifts, landings, balconies, access ways, paths, grassed open spaces, shared gardens or yards, parking areas, parking bays or hard standings.

Communal Aerial System: An aerial system provided and maintained by us for blocks containing more than four flats and sheltered schemes.

Demotion: A tool to combat Anti Social Behaviour which results in reduced rights and less security from eviction.

Employees: Includes any contractor, agent or anyone employed by us.

Fixtures: Includes, but is not limited to, kitchen units, bathrooms and sanitary ware.

Fittings: Includes, but is not limited to, plumbing systems, electrical circuits, sockets, switches, lamp holders, doors, locks and glazing.

Garden(s): Includes any plantings, hedges and/or trees or other land let to you as part of the Property.

Independent: Someone not affiliated with the Council or Tenant who can provide the necessary advice, such as the Citizens' Advice Bureau and Shelter Housing Advice Centres.

Improvement: Any alteration or addition to the Property.

Introductory Tenant: A Tenant who has an Introductory Tenancy under The Housing Act 1985.

Introductory Tenancy: A Tenancy which lasts for a trial period of up to 18 months. The Tenancy may then become a Secure Tenancy unless the Tenant has breached the Tenancy conditions.

Injunction: A Court Order requiring a Tenant or person to do, or refrain from doing specific acts.

Joint Tenant/Joint Tenancy/Joint Tenancies: Joint Tenants are responsible, jointly and individually, for the rent, service charges and obligations of the Tenancy

Lodger(s): A person who a Tenant allows to live in the Property, with or without payment.

**Neighbours:** Everyone living or working in the locality of a Tenant's Property.

**Notice Seeking Possession:** A legal document that is served prior to taking possession action (for Secure Tenants).

**Notice of Possession Proceedings for Introductory Tenants (NOPPIT):** A legal document that is served prior to taking possession action (for Introductory Tenants).

**Notice Period:** The period of notice required by either party to bring the Tenancy to an end. This is normally four weeks notice unless stated otherwise within the Agreement.

**Notice to Terminate:** A legal document that the Tenant must complete in order to bring the Tenancy to an end.

**Order for Possession:** A court order allowing the Landlord to legally evict the Tenant and regain possession of the Property.

**Partners:** Members of a couple in a relationship (including same gender relationships), who are living together.

**The Property:** The housing accommodation at the address specified on page 25 let to the Tenant under the Tenancy Agreement, including any garden, yard, outbuilding, garage, fence or wall also let with the housing accommodation owned by North West Leicestershire District Council.

**Relatives:** Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step relatives and adopted children.

**Rent:** The weekly or monthly charge payable by a Tenant to live in the Property.

**Secure Tenant(s):** A Tenant who has a Secure Tenancy under The Housing Act 1985.

**Secure Tenancy:** A Tenancy providing the Tenant some security of tenure which means that the Tenancy cannot be terminated without a court order.

**Service Charge(s):** Means charges for services provided to the Tenant by or on behalf of us as Your Landlord.

**Sheltered Properties:** Situated in a group setting and usually within the same accommodation building with communal facilities.

**Succession:** Succession is a right given under the Housing Act 1985 and amended by the Localism Act 2011 for secure tenants to pass on their tenancy to their spouse or civil partner following the death of the sole or one of the joint tenants.

**Successor:** Person who receives the tenancy following a succession.

**Supported Properties:** Properties designated as requiring an individual to have a support need, whether by age, physical or mental impairment.

**Sublet:** Giving another person(s) the exclusive right to live in part of the Property.



Tenant(s): The person(s) who is named and signs the Tenancy Agreement and named at page 25.

Tenancy Agreement: This document contains the terms, conditions and obligations of the Tenancy.

Tenancy: Possession of land or property as a tenant of North West Leicestershire District Council

Vacant Possession: The Property is unoccupied and empty of possessions.

Visitors: People not living with the Tenant but who come to the Tenant's Property.

Vehicle(s): A car, bus, lorry, motorbike, boat, caravan, motor home, trailer, scooter, motorised transport or similar.

Void: An empty Property.

We, Us or Our: Means the Landlord North West Leicestershire District Council, who can be contacted at Housing Department, Council Offices, Coalville, Leicestershire, LE67 3FJ

Written Permission/Consent: A letter from us giving the Tenant permission in response to a request they have made. Any consent that is required will not be unreasonably withheld. If you are required to obtain consent under this Agreement, you may also need to obtain statutory consent from other organisations. Any consent given by us under this Agreement does not replace, constitute or take effect as that consent.

You: means the Tenant(s) and includes any successor or assignee,

# Terms of Tenancy

## 1. Introduction to the Tenancy Agreement

1.1 This Agreement contains the terms, conditions and obligations of the Tenancy for you as the Tenant and us as your Landlord. You should read this Agreement carefully to ensure that you understand and accept its contents. If you do not understand any part of this Agreement we strongly recommend you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre before you proceed. By signing the Tenancy Agreement you are agreeing to become a Tenant of North West Leicestershire District Council.

1.2 There are two kinds of tenancy contained in this Agreement:

- Introductory Tenancy
- Secure Tenancy

By signing this Agreement, you are entering into a legal contract with us and will become either an Introductory or Secure tenant. On your Tenancy Agreement we tell you whether your Tenancy is an Introductory or a Secure Tenancy. If you have an Introductory Tenancy, we also tell you within the Tenancy Agreement, the date it will become a Secure Tenancy.

Table A in Section 1.6 shows in brief the rights of Introductory and Secure Tenancies.

1.3 If you had a Secure Tenancy immediately before entering into this Tenancy Agreement you will remain a Secure Tenant. As a Secure Tenant you have the right to live in the Property (right to possession) so long as you comply with this Tenancy Agreement. We will not normally interfere with your right to possession unless the court grants us permission. A Notice of Seeking Possession/Demotion must be served on you before any legal action to end your Secure Tenancy can begin.

1.4 If you did not have a Secure Tenancy immediately before entering into this Tenancy Agreement you will be an Introductory Tenant. An Introductory Tenancy is a trial period of one year from the date of the Tenancy Agreement and you have fewer legal rights than a Secure Tenant. You must demonstrate to us that you are able to comply with your Tenancy Agreement. This includes, but is not limited to:

- Not behaving, or allowing any persons living in or visiting the Property to behave in an anti-social manner, including causing a nuisance or harassing others
- Paying your Rent on time
- Looking after the Property

Unless we take action to end or extend your Introductory Tenancy, you will automatically become a Secure Tenant upon the expiry of your Introductory Tenancy shown on your Tenancy Agreement.

- 1.5 If you breach your Tenancy Agreement we may either extend your Introductory Tenancy by up to six months or take legal action to evict you. Legal action to evict you may mean you incur legal costs which you will be liable for. You can ask us to review our decision to end or extend your Introductory Tenancy. If we apply to the court to end your Introductory Tenancy, the court will grant the Order for Possession providing we have followed the proper procedure.
- 1.6 If you have signed this Tenancy Agreement with someone else you are a Joint Tenant. In Joint Tenancies each Tenant is jointly and individually responsible for the Tenancy. If one Tenant leaves the Property both Tenants are still responsible for abiding by this Tenancy. Your rights and responsibilities cannot be split or shared between you. If one of you ends this Tenancy it has the effect of ending the Tenancy for each of the Joint Tenants.
- 1.7 If you or someone you are a Joint Tenant with passes away, your spouse or civil partner will be able to succeed to your tenancy as long as they are not already a successor.
- 1.8 Your rights as a tenant are summarised in Table A below:

Table A

Legal rights of Tenants	Secure Tenants	Introductory Tenants
Right to succession of spouse/civil partner	Yes	Yes
Right to succession of family members	No	No
Right to Repair (Regulations)	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to Assign to those with succession rights	Yes	Yes
Right to Buy	Yes in most cases	No
Right to take in lodgers	Yes	No
Right to sub-let	Yes with written permission	No
Right to improve	Yes with written permission	No
Right to Mutual Exchange	Yes	No

- 1.9 Your Tenancy starts on the date set out in this Agreement. It continues until you or we end it.
- 1.10 As long as you pay your rent and you comply with the Tenancy Agreement, we will not normally ask the court for an Order for Possession. However, there may be occasions where possession of the Property is required by us, for example, when we need to move you to a new home if the Property is to be demolished. In these situations you will be given

assistance by us to help you relocate and we will be subject to relevant notice periods regarding obtaining possession.

- 1.11 If you have difficulty keeping to your Tenancy Agreement, you must contact us as soon as possible. We can then provide you with support, advice or help to sort out any problems you may be experiencing. This may avoid us having to take legal action against you.
- 1.12 You must occupy the Property as your only or principal home. If you acquire another property you must continue to live in the Property subject to this Tenancy Agreement otherwise we may ask the court for an Order for Possession.
- 1.13 We are committed to the prevention and detection of fraud and participate in data monitoring exercises for this purpose. We advise you that the data held by us in respect of your Tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud. We may also share your data with others as permitted in law, including utility providers.

## 2. False Statement

- 2.1 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
  - Contained information which deceived us in allocating you this Tenancy

We may take legal action to regain possession of the Property.

## 3. Payment of Rent and Charges

- 3.1 You must pay your rent, together with any service charges due, in advance on Monday of each week. If you pay your rent by Direct Debit or Standing Order these payments must also be paid in advance.
- 3.2 You must pay the Rent, including service charges for any period of less than a week at the start or end of this Agreement, at a daily rate equivalent to the Rent payable for one week, divided by 7.
- 3.3 You must not withhold rent or any service charges for any reason.
- 3.4 You must pay any debt outstanding from any tenancy in full e.g. unpaid rent, tenancy charges, and charges for damage to the Property.

- 3.5 If you are Joint Tenants, you are each responsible for the rent and service charges, both jointly and separately. This means that we can recover arrears from you jointly, or each of you individually until the full amount outstanding is cleared.
- 3.6 If you have any difficulty paying your rent or service charges, you, or someone acting on your behalf, must contact us immediately.
- 3.7 If you do not pay your rent, rent arrears or service charges we may take court proceedings to evict you from the Property. These proceedings may incur additional charges such as legal fees and court costs which will then be added to your rent account.
- 3.8 We may vary the amount of rent or service charges you have to pay. You will be notified in writing of any such variation four weeks before any change takes effect.
- 3.9 If you wish to pay your rent fortnightly or monthly, you should agree this with us and permission will only be granted if you pay in advance to avoid recovery action being taken against you.
- 3.10 We may incur costs associated with pursuing you for any debt accrued by you. Unless the court orders otherwise, you must pay our reasonable legal costs and expenses properly incurred in enforcing this debt.
- 3.11 You remain liable for rent and service charges during your notice period. Your liability for rent remains until your Tenancy legally ends.
- 3.12 Your rent is subject to an annual review which may result in a change to the amount that we charge you for living at the Property.

## 4. Use and Occupation of the Property

- 4.1 You must use and occupy the Property as your only or main home. Where the Tenancy is a Joint Tenancy, at least one of you must occupy the Property as your only or principal home.
- 4.2 You must tell us if you are going to be away from the Property for more than a month and ensure that we are advised of a contact address and a nominated key holder/caretaker in case of an emergency.
- 4.3 You may take in lodgers as long as you are a secure tenant and the Property does not become overcrowded as a result. However, you must get our prior written permission before you take in lodgers. You must also provide details of their name, date of birth, gender, National Insurance Number, former address and details of the rooms that they will occupy.
- 4.4 You must not, without our prior written permission, sublet part of your Property. You cannot sublet the whole of the Property as you will no longer be a secure tenant.

- 4.5 You may have the right to assign the tenancy. However, there are statutory criteria which apply to any assignment and our consent is required. Permission may be refused if, but not limited to if:
- You have rent arrears
  - We are considering or have started possession proceedings based on rent arrears, unacceptable behaviour or condition of the Property
  - The person you wish to assign the tenancy to is not financially secure as determined by us
  - The Property has been adapted and the person being assigned the tenancy does not require the adaptations
- 4.6 You must not run a business from the Property which may affect nearby residents or your neighbours without obtaining our prior written permission. Prior to granting any such permission we will consider various factors including but not limited to, planning issues, the amount of noise generated, nuisance likely to be caused to your neighbours and whether damage to the Property may occur. An inspection of the Property may also take place before full permission is granted.
- 4.7 You must not place or exhibit any notice board or notice visible from outside the Property advertising any profession, trade or business or any goods or services without our prior written permission.
- 4.8 You or anyone living with you must not keep or use bottled gas, paraffin, petrol or any other dangerous material in any part of the Property which includes, but is not limited to, any of the Communal Areas, outbuildings and Gardens. It also includes any other area owned by us, except where necessary for normal domestic purposes, for medical purposes or where the equipment has been prescribed by a registered medical practitioner. You must not keep large amounts of these substances on the Property and the substances must be stored appropriately and safely at all times.
- 4.9 You must not use paraffin or petrol heaters, or liquid or bottled gas heaters, in the Property without our prior written consent.
- 4.10 You or anyone living with you must not use as bedroom accommodation, any room where an open flue gas appliance is installed.
- 4.11 You must notify us of any permanent changes in occupation to the tenancy including, but not limited to:
- A new baby arriving
  - A new partner arriving
  - Persons previously occupying the Property and leaving the Property for whatever reason including the death of an individual
- 4.12 You must not intentionally overcrowd the Property.

## 5. Access to the Property

- 5.1 You or anyone living with you must allow us, our employees and any other authorised person's safe access to the Property. We will provide you with at least 24 hours notice in writing, (except in an emergency - see condition 5.4) setting out the reason we require access and the date and time of our visit.
- 5.2 We may require access to the Property for various reasons, including but not limited to:
- Inspecting the condition of the Property including pre-termination tenancy inspection
  - Carrying out repairs
  - Undertaking improvements
  - Servicing checking and/or maintaining equipment within the Property in line with regulations and legislation
  - Facilitating any of the above to any adjoining premises e.g. party walls, flats, roofs etc
- 5.3 We will give you at least 24 hours written notice if we intend to enter the Property, unless we believe that there is an immediate risk to the health or wellbeing of any person, or a substantial risk of serious damage to any property.
- 5.4 In an emergency we may require immediate access to the Property without prior notice. In the event that such access is necessary and the property is unoccupied or access is denied, we may use reasonable force to gain entry to the Property. We will take reasonable steps to contact your nominated key holder in your absence, will leave the Property secure and advise where the keys are held.
- 5.5 Examples of emergencies include, but are not limited to:
- Fire
  - Flood
  - Gas leaks
  - Threat or risk of personal injury
  - Threat or risk to the structure of our property
  - Unsafe heating appliances or electrics
  - Suspicion of any of the above
- 5.6 Where access is denied to the Property and we deem it necessary to gain access, we may apply for a court order to allow us legal rights to access. We may then recover the costs of securing access from you. Further to this we will not be responsible for reinstating any alterations or additions removed, altered or damaged as a result of Our access to the Property.

## 6. Repairs and Maintenance

- 6.1 On the day that you move into your Property you must check the entire Property and note any repairs that require our attention. If there are any repairs that are our responsibility to

put right, please notify North West Leicestershire District Council, Housing Department, Council Office, Coalville, Leicestershire, LE67 3FJ within seven days of moving in.

- 6.2 During your Tenancy you must inform us promptly if any repairs (or other matters that we are responsible for carrying out) come to your notice. This will enable us to arrange an inspection and/or for the repair to be carried out.
- 6.3 You must keep the inside of the Property in a clean and tidy condition, free from excessive accumulation of belongings or rubbish that could cause a health and safety or fire risk to you or anyone else and must not allow the condition of the Property to deteriorate.
- 6.4 The Property must be kept in at least as good a condition as it was at the start of this Agreement, or after any improvements, but subject to reasonable wear and tear.
- 6.5 All rooms must have clear access and exit routes at all times.
- 6.6 You or anyone living at or visiting the Property must ensure that you are able to evacuate the Property in the event of a fire or other emergency situation.
- 6.7 You must ensure that any fire or smoke detection equipment installed in the Property is working correctly. This means that you must test the fire or smoke alarms regularly and replace the batteries where necessary. If a fire or smoke alarm fitted by us is not working correctly, you must notify us promptly.
- 6.8 You must not do anything that might reduce the fire safety at the Property or in any Communal Areas or common parts. This includes (but is not limited to):
  - Removing or damaging any fire detection devices
  - Removing, altering or damaging any structures that provide fire separation (such as doors and walls)
  - Interfering with or damaging any installations for the supply of electricity, gas or any other service
  - Removing or damaging any instructions relating to fire safety procedures
  - Blocking, restricting or otherwise reducing any escape routes.
- 6.9 You must inform us immediately of any damage, however it has occurred, to the Property, fixtures and/or fittings for which we are responsible.
- 6.10 Damage includes any damage whether caused intentionally or accidentally or as a result of negligence, recklessness or neglect.
- 6.11 You and anyone living in or visiting the Property (including animals) must not damage or destroy the following (including but not exhaustive):
  - The internal and external structure of the Property - including any glazing, internal walls, floors or ceilings
  - The fittings for the supply of gas, water and electricity
  - Bathroom and toilet fittings
  - Room heating systems
  - Water heating systems



- Kitchen units and fittings
  - Internal fixtures and fittings for example doors, internal glazing and smoke alarms
  - Sheds, garages, fencing, patios, paths, any part of the garden area, open plan space or communal walkways
  - Any other installed element which the Property benefits from
- 6.12 You are responsible for carrying out certain small repairs and replacing certain items of fixtures and fittings. These are listed in your Tenants Handbook.
- 6.13 You are responsible for the repair, maintenance and replacement of any TV aerial serving the Property, except where it is provided via a Communal Aerial System.
- 6.14 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 (including animals).
- 6.15 If damage has occurred to the Property we may serve a notice on you requiring you to put it right. If you do not comply with the notice we may enter the Property and undertake any necessary work to make good the damage. You will be recharged for these works in accordance with our Rechargeable Works Policy.
- 6.16 You are responsible for repairing and maintaining any alterations or improvements which you have carried out to the Property.
- 6.17 Where such alterations and improvements have come to the end of economical useful life we may put these back to our standard specification.

## 7. Insurance

- 7.1 You should consider obtaining insurance for accidental damage, contents and your belongings. We will only insure the structure and fabric of the Property.
- Please refer to the Tenants Handbook in reference to what we are insured for
- 7.2 In situations where we carry out repairs which are not our responsibility we may recharge you the cost of doing so. For example, if you accidentally nail through a pipe, we can carry out the necessary repairs and recharge the cost to you which. This may include but is not limited to costs related to consequential damage and administrative charges.
- 7.3 It is your responsibility to ensure that repairs which you are responsible for are carried out. If you have your own private buildings insurance that covers accidental damage you may be able to reclaim the cost of this work.
- 7.4 A separate recharges section is included in this Tenancy Agreement. See section 16.

## 8. Anti-Social Behaviour

8.1 You are responsible for your own behaviour and for that of anyone living with you, whether permanently or temporarily, or visiting you, including but not limited to relatives, animals and visitors.

8.2 You, relatives or anyone living with you, your animals and your visitors must not cause, or act in a way which is likely to cause, nuisance, annoyance or disturbance to people living, visiting or working in the locality of the Property. Examples of nuisance, annoyance or disturbance include but are not limited to:

- Foul and abusive language
- Loud music
- Shouting, arguing, door slamming
- Dog barking and fouling
- Offensive drunkenness
- Urinating in public
- Playing ball games close to somebody else's home
- Causing damage or neglecting the Property
- Lighting excessive fires or burning of toxic materials at the Property
- Fly tipping

"People working in the locality of the Property" includes:

- Our employees, contractors and other people engaged in lawful activity in the area e.g. postal workers.

8.3 You, relatives or anybody living with you, your animals and your visitors must not cause or act in a way which is likely to cause people living, visiting or working in the locality of the Property to feel harassed, abused or threatened.

"Harassment" includes but is not limited to:

- Violence or threats of violence towards any person including our employees, agents or contractors
- abuse or threats towards our employees, agents or contractors including but not limited to:

Abusive or insulting words or behaviour including that sent via email, social networking sites and mobile phones

Damaging or threatening to damage another person's property or home

Writing threatening remarks or insulting graffiti

- Interference with the peace or comfort of any other person because of a person's sexuality, gender, gender reassignment, colour, race, age, nationality, ethnic or racial origins, disability, religion, marital status or because they have HIV/AIDS

- Must not inflict domestic violence or threaten violence against any other person including the use of mental, emotional or sexual abuse to anyone
- 8.4 You, relatives or anyone living with you, and your visitors must not make false or malicious complaints about the behaviour of another person.
- 8.5 You, your relatives or anyone living with you, animals, and your visitors, must not cause or act in a way which is likely to cause damage to the Property, dump rubbish on or misuse Communal Areas, corridors, stairwells, shared entrances, play areas or anywhere else including any other property, or land owned by Us.
- 8.6 Any items found may be removed without further notice, particularly if deemed to be a health and safety risk such as flammable items, trip hazards or if they are blocking exits.
- 8.7 You, your relatives or anyone living with you, and your visitors must comply with the law on smoke free premises. By smoking in smoke free premises you are deemed to be breaking the law.
- 8.8 You must make sure that you do not allow, incite or encourage other people living with you, relatives or visitors to the Property to engage in behaviour as described in the conditions 8.2 - 8.7 above.
- 8.9 The housing department's Anti Social Behaviour Policy includes details of what the Housing Department considers Anti Social Behaviour. We will rely on the conditions above and/or the Anti Social Behaviour Policy when looking to enforce the conditions of this Tenancy Agreement should we believe you have engaged in Anti Social Behaviour.

## 9. Unlawful behaviour

- 9.1 You, your relatives and visitors must not do, threaten to do, incite or encourage others to do anything illegal or unlawful in the Property or in the locality. Examples of such unlawful behaviour include (but are not limited to):
- Selling or conspiring to sell, possessing, storing, manufacturing or cultivating illegal drugs or other illegal substances
  - Storing, handling or selling stolen goods
  - Selling or supplying alcohol without the appropriate licence or permission or in breach of that licence or permission
  - Selling or supplying illicit tobacco or cigarettes
  - Keeping illegal or unlicensed firearms or weapons
- 9.2 You must not steal anything from the Property, Gardens, Communal Areas, common parts or from any land or property owned or previously owned by us or from any land or building in the locality.

## 10. Gardens

- 10.1 You must keep your Garden area (if any) well maintained at all times. 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.
- The grass must be cut regularly and must not become overgrown
  - The Garden must be weeded regularly
  - No waste or rubbish should be stored in the Garden or outbuildings
  - Hedges/bushes/trees/plants must be cut and maintained to a reasonable height in keeping with local planning regulations
  - Occasional bonfires to dispose of Garden waste are permitted but complaints will be investigated. The bonfire must be situated at a safe distance from buildings, fences, hedges and anything flammable and supervised by a responsible adult.
- 10.2 If you do not carry out the necessary Garden maintenance, and the Garden causes an eyesore or causes a health and safety risk, we may serve a notice on you requiring you to put your Garden in the condition required by condition 10.1 or require you to do anything reasonably required to remedy the breach. The notice shall specify the time or times within which the work required to be done in the notice must be completed. If the work is not completed within the specified time or times, We may enter the Property and undertake the necessary work and recharge reasonable costs (including any administration costs) to you.
- A health and safety risk may for example include, overhanging branches, hedges encroaching onto the highway, waste and rubbish that could provide food or harbourage for vermin or pests.
- 10.3 You must not have any plant in your Garden that causes a nuisance or annoyance to your Neighbours, other people in the locality or us. This includes (but is not limited to) plants that may spread uncontrollably, plants that may spread onto the path or road or plants with root systems that could cause damage to the Property or neighbouring properties.
- 10.4 You must not plant any tree or plant on the Property which may grow to a height of more than two metres without prior written consent from us. Consent would not be unreasonably withheld.
- 10.5 You, relatives or anyone living with you, and your visitors must keep any communal garden area outside of the Property, clean, tidy and free from rubbish or furniture at all times.
- 10.6 You must share the use of any driveway which gives access to the Property and any adjoining property with the occupiers of the adjoining property.
- 10.7 You must not fence off or enclose any part of the driveway without our prior written consent.

## 11. Boundaries, Paths and Driveways

- 11.1 You will be required to obtain permission from us to install or remove fencing, walls, paths, hedges or driveways and the work will be pre and post inspected at our discretion.
- 11.2 The maintenance of any fencing, walls, paths, hedges or driveways installed by You will be Your responsibility.
- 11.3 We will maintain any fencing, walls, paths or driveways installed by the council or present at the time your tenancy commenced. Usually this will be through a planned programme of works over a number of years unless there are specific health and safety concerns. The type and timing of the work will be at our discretion and removal of fencing, walls, hedges or driveways will also be considered, where repair is not economical.
- 11.4 The maintenance of any hedgerow or tree(s) which define or mark the boundary will be Your responsibility.

## 12. Vehicles and Parking

- 12.1 You, anyone living with you or visiting you must not do any of the following:
  - Park a vehicle anywhere on the Property unless the Property has a garage, parking space or a driveway which is a hardstanding with a dropped kerb.
  - Allow anyone, other than your relatives, visitors and/or friends to park at the property.
  - Park any vehicle which is untaxed, illegal, is not roadworthy or is in disrepair on any land belonging to us. If you do, we may remove the vehicle. You will then be charged the full cost for its removal.
  - Store a Caravan or Motorhome on the Property without our written consent
  - Allow a Caravan or Motorhome to be used as living quarters whilst it is on the Property
  - Build a parking space, garage or driveway (hardstanding) without our written permission.
  - Drive across a kerb to access the Property unless the kerb has been dropped in accordance with the regulations of the Highway Authority. You must have written permission from us and the Highway Authority to adapt a pavement so a vehicle can cross it.
  - Drive or park any vehicle over any grassed or landscaped area
  - Park any vehicle on a designated area set aside for emergency vehicles or park in any area which causes an obstruction or would block access for emergency vehicles or refuse collection vehicle.

- Double park vehicles or park in a way which causes obstructions to pedestrians or other road users.
- Carry out any vehicle repairs or maintenance, except minor maintenance on your own vehicle or to any vehicle on the Property, Communal Areas, Gardens, driveways or roads in the neighbourhood without prior written consent being given by Us.
- Use any Garden or driveway to the Property to store, load or unload vehicles, store scrap metal or break up vehicles for spare parts.
- Cause nuisance to Neighbours or damage to pathways, driveways and parking spaces through leakages or spillages from vehicles.
- Have a motor-related business from the Property or receive payment for repairing any vehicle at the Property.
- Store any moped, motorbike or machinery having a petrochemical engine inside the Property or in Communal Areas.

12.2 Your vehicle must be less than 2 metres high (6 foot 6”), less than 1.83 metres wide (6’) and less than 4.8 metres long (16 feet). If you wish to park a bigger vehicle you must have prior written permission from us to do so.

## 13. Use of Communal Areas

13.1 You, anyone living with you or visiting you must abide by the following:

- Share the use of Communal Areas with other tenants. You must not cultivate, fence off or restrict access to any parts of the Communal Areas without prior written consent from Us.
- Not build, construct or place any building or other structure in the Communal Areas without our prior written consent.
- Not leave waste or other items in the Communal Areas (except in designated bins or other appropriate receptacles).

Not to cause nuisance, annoyance or disturbance in the Communal Areas. This includes (but is not limited to):

- Allowing your pet, or that of a relative or visitor, to foul the Communal Areas without clearing it up immediately.
- Allowing your pet, or that of a relative or visitor, to cause a nuisance, annoyance or disturbance.
- Play ball games.
- Noisy, abusive or intimidating behaviour.
- The consumption of alcohol when this behaviour becomes a nuisance to others.

- Inappropriate sexual behaviour.
- Causing damage to the Communal Areas.

13.2 If you are in breach of any of the conditions listed at 13.1 we may charge you the cost of repairing, reinstating or cleaning the Communal Areas or otherwise remedying your breach and recover these costs from you.

## 14. Keeping of Animals

14.1 If you live in a house or bungalow, you have our consent to keep the following animals without our written permission:

- One domestic dog; and/or
- One domestic cat; and/or
- One domestic caged bird; and/or
- Fish kept in an aquarium indoors; and /or
- Small caged pets for example, gerbil, hamster or rabbit.

The size of the aquarium or cage must not exceed 1.83 metres in width (6'), 0.61 metres in depth (2') in depth and 1.22 metres (4') in height without our written permission.

No other type of pet or animal, including livestock may be kept without our prior written permission which will not be unreasonably withheld or delayed.

14.2 If you live in a house or bungalow and wish to keep any pet, animal or livestock, other than or in addition to those detailed in condition 14.1, you must obtain our prior written permission.

14.3 If you live in a flat or in Sheltered Properties, which has a communal entrance, you or anyone living with you may not keep a pet without our prior written permission.

14.4 You are responsible for the control of any pets/animal(s) which belong to you or anyone living with you.

14.5 You must not keep a pet/ animal in a communal area.

14.6 You must not breed pets/animals for commercial purposes at the Property.

14.7 You must not build any animal enclosures without prior written consent from us, in any part of the Property.

14.8 You must not board animals on a commercial basis without prior written consent from us.

14.9 If feeding wild animals or birds from your property, communal areas, outbuildings, gardens or from any part of the land belonging to us, you must do so responsibly, in a manner which does not attract vermin or cause a nuisance to your neighbours.

14.10 You must make sure that no animal you keep at the Property (or that you are responsible for) causes nuisance or annoyance to anyone:

Examples of nuisance include but are not limited to:

- Allowing your pet/animal to persistently foul in an inappropriate place
- Failing to clean up fouling in a timely manner
- Barking
- Creating a foul smell
- Not being kept under control
- Creating any type of danger or health hazard
- Encroaching onto other peoples gardens

14.11 You, your relatives or your visitors or anyone living with you must not leave any pet/animal unattended for more than 24 hours either inside or outside of the Property.

14.12 Any permission obtained from us for you to keep a pet/animal may be withdrawn if your pet/animal creates a nuisance.

14.13 You must make sure that no pet/animal kept at the Property causes any damage:

- To the Property;
- To a Communal Area
- In the locality
- To any land owned by Us

You will be held liable should any damage be caused,

14.14 You are responsible for putting right any damage attributable to your pets, or those pets/animals you are responsible for.

14.15 You, your relatives or anyone else living with you, and your visitors must ensure that no pets/animals kept at the Property prevents our employees, or any other authorised person's from gaining access to the Property.

14.16 You must not keep any animals prohibited by law within the Property. All legislation relating to Pet ownership must be adhered to.

## 15. Alterations to the Property

15.1 You must obtain our prior written permission before making any alteration or addition to the Property

15.2 Permission may not be unreasonably withheld by us.



- 15.3 The list of structure erections, alterations and improvements include, but is not limited to:
- Building an extension
  - Removing internal walls
  - Changing the use of a room e.g. a living room to a bedroom
  - Adding, changing or replacing fixtures and fittings: eg: kitchen, bathrooms
  - Installing a water meter
  - Decorating the exterior of the Property
  - Altering or tampering with gas, electricity or water supplies
  - Erecting an aerial or satellite dish
  - Building a structure e.g. car port, garage, hard standing driveway or shed
  - Creating ponds and/or carrying out major landscaping
  - Removing any tree, hedge or boundary fence or wall
- 15.4 When deciding whether it is reasonable to grant written permission we will consider a range of factors including but not limited to the impact of the alteration or improvement on the surrounding properties.
- 15.5 Any consent given by us may be subject to any reasonable conditions including (but not limited to):
- That work must be undertaken by a properly qualified person registered with the appropriate regulatory body
  - That you have obtained all necessary consents and approvals for the works
  - That you are responsible for maintaining the alteration or addition including complying with any statutory or other requirements related to the alteration or addition
  - That you may be required to remove the alteration or addition and reinstate the Property at the end of this Tenancy or when required to do so by us
  - That we will not be liable to you or any other person for any loss, damage or other harm arising from the alteration or addition
- 15.6 We may serve a notice on you requiring you to remove any unauthorised alterations or additions. An alteration or addition is unauthorised if it is undertaken without prior written consent or if it is not completed in accordance with the terms of the consent.
- 15.7 You must repair any damage resulting from the construction or removal of the alteration or addition. If you do not comply with the notice, then we may undertake necessary work to remove the alteration or addition and you will be liable to pay our reasonable cost of the work.
- 15.8 You may be entitled to compensation for certain improvements you undertake to your home when your tenancy ends. Compensation will be paid in accordance with the legislation: The Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994 or as subsequently amended.

## 16. Recharges

- 16.1 We reserve the right to charge you for the following (not exhaustive):
- Repairing any damage to the Property or Garden or Communal Area
  - Repair and/or replacement of damaged Fixtures and Fittings
  - Costs incurred by us as a result of breach by you of conditions in relation to this agreement
  - Costs incurred as a result of maintaining your Garden
- 16.2 We are entitled, and you agree to, the deduction of any reasonable costs associated with the above at condition 16.1 from any monies held by us lawfully due to you.

## 17. Ending Your Tenancy

- 17.1 You must provide us with four weeks' notice, in writing, before you leave the Property and end your Tenancy. The four weeks' notice must commence on a Monday.
- 17.2 You will be liable for payment of Rent during the four weeks' notice period.
- 17.3 When you move out of the Property you must:
- Provide us with vacant possession of the Property when your Tenancy ends.
  - Pay all Rent and Service Charges up to the date of the end of your Tenancy. If you owe Us money for Rent or Service Charges when you leave the Property, you must make arrangements to pay the debt
  - Reinstate any unauthorised alterations to the Property or any authorised alterations that are subject to the condition that they are reinstated at the end of this Agreement
  - Ensure that you record a final meter reading for your utilities and notify all of your suppliers of that reading and of your departure
  - Remove all of your furniture, personal belongings and rubbish from the Property
  - Return all the keys to the Property to our offices, or as directed at the time of submitting your written notice to end your Tenancy. This must be done by 12noon on the date agreed by us. If you do not return the keys by the agreed date, you will be responsible for additional rent.
  - Advise us of your new address
  - Make sure that all household members, Lodgers, Subtenant and Animals leave the Property at the same time as you.
- 17.4 If you return the keys to the Property to us or you vacate the Property without giving written notice to end your Tenancy, we will treat this as a lawful surrender of your Tenancy and an end to this Agreement, once four weeks have elapsed. You will be charged rent during this four week period and we will hold the keys on your behalf. During this four week period we reserve the right to enter the property to carry out repair and maintenance works and/or undertake security works we deem appropriate. You may access the

Property during this period with our prior permission which we will not unreasonably withhold.

- 17.5 The Property (including the Garden, outbuildings and loft space) must be left in a clean and tidy condition. You must clear and dispose of all your personal belongings, furniture and personal effects including rubbish from the Property.
- 17.6 You must make good any damage to the Property before ending your Tenancy. Any alterations or additions that have been carried out to the Property by you, anyone living with you or visiting you, without our written permission, must also be returned to their original state prior to ending your Tenancy.
- 17.7 We will remove, store and if not collected within one calendar month, sell or otherwise dispose of, any furniture, goods or personal items which you fail to remove from the Property at the end of your Tenancy either on surrender of the Property by abandonment, court order or termination by you. At any time, once the Property has been vacated, we will immediately remove and dispose of any perishable goods or waste products that we consider would be unreasonable to store as stated above. This includes such items as food, rubbish, domestic waste and goods damaged beyond economical repair. You will be responsible for all reasonable costs which we may incur in collection, storage and/or disposal of the above.
- 17.8 Unless required by law we will not be responsible for any damage or loss of goods/belongings stored by us under 17.7 above.

## 18. Consultation and Information

### 18.1 Right to Consultation

You have the right in law to be consulted in respect of certain matters which relate to your Tenancy including significant changes to this Agreement. This is explained in more detail in the Tenants Handbook.

### 18.2 Right to Information

We must provide you with a copy of your Tenancy Agreement. We publish our policies and procedures which you may see, together with a range of other information booklets on our website [www.nwleics.gov.uk](http://www.nwleics.gov.uk). These are available in hard copy upon request. The Data Protection Act 1998 provides you with the right to request information regarding your housing records. The Freedom of Information Act 2000, makes additional information available to you.

## 19. Notices

- 19.1 We may serve any notice on you at the Property by putting the notice through the letterbox, by fixing the notice to the Property, by leaving the notice with somebody for you

at the Property or by sending the notice by post to the Property. This is in addition to serving the notice on you in person.

19.2 If you wish to serve any notice in connection with legal proceedings it should be served on your Landlord at:

North West Leicestershire District Council, Housing Department, Council Office,  
Coalville, Leicestershire, LE67 3FJ

19.3 For all other notices e.g. Notice to Terminate your Tenancy or requests for permission, please contact the Housing Management team in writing at the above address or email [housing.mgt@nwleicestershire.gov.uk](mailto:housing.mgt@nwleicestershire.gov.uk) or by using the appropriate e-form online.

## Tenancy Agreement

This is a legal contract which sets out the terms and obligations of the Tenancy. You should read it carefully to ensure that you understand each of the terms and obligations.

If you do not understand this Agreement you are advised to ask for it to be explained to you before signing. You may consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre to assist or advise you.

This Tenancy Agreement made between North West Leicestershire District Council and

Tenant one \_\_\_\_\_(Print name)

Tenant two \_\_\_\_\_(Print name)

Type of tenancy:

The address of the Property is:

House number:\_\_\_\_\_

Street\_\_\_\_\_

Town\_\_\_\_\_

County\_\_\_\_\_

Postcode \_\_\_\_\_

Start date of tenancy: [            ]

Rent £

Service Charge £

Insurance £

Heating £

Total £

**Introductory Tenancies only**

Possible start date of Secure Tenancy:  
(Based on key received date and subject to any order for extension)

**Fixed Term Tenancies only**

Date that the Fixed Term Tenancy will come to an end:

Please note that these amounts are correct at the start of your Tenancy and the amounts may change.

You will be given prior written notice of the new rent charges.

Date keys received:

Type of Property:    House            Flat    Bungalow    Studio            Maisonette

                         Detached        Semi    Terraced

Number of bedrooms: 0    1    2    3    4    5

Garden: None        Front            Rear            Side

If You sign this Agreement, it means You accept the Agreement as binding.

I/We agree to accept the Tenancy of the above Property on the terms and conditions set out in this Agreement a copy of which I/We have received, read and understood.

Tenant one \_\_\_\_\_ Signature

Tenant two \_\_\_\_\_ Signature

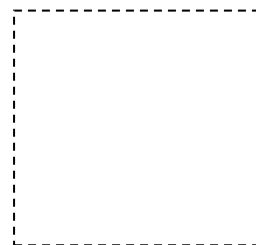
Signed on behalf of The Landlord

Full Name \_\_\_\_\_ Print Name

\_\_\_\_\_  
Signature

Position \_\_\_\_\_

Tenant Photographs



### Succession

[For office use only]

Name of Successor:

Date of Succession:

I am aware there is only one succession, to one individual allowed in law and that no further successions may take place in relation to this Tenancy.

I agree to accept the Tenancy of the above Property on the terms and conditions set out in this Agreement a copy of which I have received, read and understood.

Successor:

Print full Name:

Signed:

Dated:

Signed on behalf of the Landlord:

Full Name:

Signed:

Position: