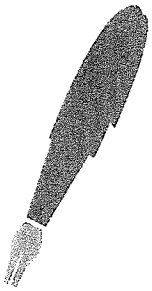
Your Tenancy

Tenancy Agreement

Tenancy Agreement



This Agreement makes you a tenant of Charnwood Borough Council.

This document is the contract which sets out our responsibilities as your landlord and your rights and responsibilities as a tenant.

TENANCY AGREEMENT

1.1 **This agreement is made between:**

THE LANDLORD: Charnwood Borough Council ("CBC"), Southfield Road, Loughborough, LE11 2TX

THE TENANT(s):

1.2 **The address of the property rented in this Agreement is:**

1.3 **Persons residing at the property other than the tenant(s):**

Surname:	*Other name:*	*Relationship to tenant(s):*	*Date of Birth:*

The maximum number of people who can occupy the property is:.....

Photograph

Photograph

1.4 **Commencement and term.** This Tenancy starts on:

This tenancy is a weekly periodic tenancy commencing on the above date and is for an initial term of one week and continuing weekly thereafter until determined.

1.5 **Rent and other charges**

The Weekly Rent and other charges for the property is **£**

There are two types of Council Tenancy

1) **Introductory Tenancies;** and 2) **Secure Tenancies**

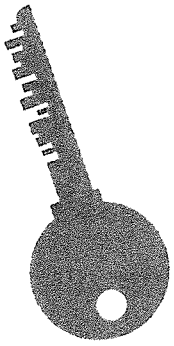
You have (one of the boxes below should be ticked):

1) **An Introductory Tenancy** ☐ (please read the notes on the next page)

2) **A Secure Tenancy** ☐ (Please read the notes on the next page)

1.6 **Issue of keys**

You have been issued with ___ set(s) of keys for doors and ___ set(s) of keys for windows. You are responsible for the safekeeping and replacement of all keys for the doors and windows.



"I confirm that I have read, understood, and now agree to follow the conditions in the Tenancy Agreement."

Tenant(s)

Signature(s)

Date

Signature for Charnwood Borough Council

Officer print name and title:

2. About this Tenancy Agreement

This Agreement sets out above the type of tenancy that you have. The information in this section tells you more about each type of tenancy.

An Introductory Tenancy:

a) For the first twelve months of your tenancy you are an Introductory Tenant and not a Secure Tenant. An Introductory Tenancy is a trial tenancy. This non secure period may be extended in certain circumstances. Should it be considered necessary to extend the introductory period, notice will be provided to you in writing.

b) If you do not breach any conditions of the tenancy in the first 12 months of your tenancy then you will automatically become a Secure Tenant. However, if you breach any term of this Agreement then we can apply to the Court for a possession order. You have a right of review against our decision to apply to evict you.

Introductory Tenancy extensions of six months can be allowed, for example, to allow more time to clear rent arrears.

You will become a Secure Tenant on:

c) On becoming a Secure Tenant, after the date in the above box, you will have all the legal rights of a secure tenant. Your tenancy will automatically change and you will not have to sign a further Agreement.

d) As an Introductory Tenant you have fewer legal rights than a Secure Tenant. The legal rights of Secure Tenants are set out in this Tenancy Agreement. The rights that do not apply to Introductory Tenants are clearly marked.

e) A summary of the rights that apply to each type of tenancy is below:
Introductory Tenants have the following legal rights:

- The right of repair
- The right to be consulted
- The right to succeed
- The right to assign

Introductory Tenants do not usually have the following legal rights but in some circumstances we may use our discretion and give written permission for the following:

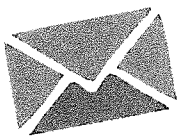
- The right to improve the property
- The right to claim compensation for improvements to the property

Introductory Tenants do not have the following legal rights

- The right to buy the property (however the first twelve months will count towards the discount)
- The right to take in lodgers
- The right to sub-let part of the property
- The right to Mutually Exchange the property with another tenant

Introductory and Secure Tenancies

f) The Tenants' Information Pack provides you with information about being a Tenant. The Tenants' Information Pack does not form part of this Agreement.



3. **Definitions - in this Tenancy Agreement the following words and phrases have the meanings below:**

(a) "property", "home" – the accommodation, including any garden, yard, outbuilding, balcony, shed, fence, wall or any building we have let to you under this agreement.

(b) "rent and any other charges" – the sum set out at 1.6 above

(c) "shared area" or "Communal Area" – the parts of the building which all the tenants can use - this includes stairs, lifts, landings, entrance halls, paving, shared gardens and yards, parking areas or bays which you share with other tenants.

(d) "landlord" - Charnwood Borough Council (CBC), Southfield Road, Loughborough, Leicestershire, LE11 2TX

(e) "tenant" – the occupier of the property who signs this agreement– applies to all individual and joint tenants.

(f) "you and your" – refers to the tenant or joint tenants

CBC is the property owner and landlord.

(g) "we, us, our, CBC, The Council,"– refers to the Landlord, Charnwood Borough Council (CBC)

(h) "tenancy agreement" - this document

(i) "Charges" - these include things like the cost of repairing damage caused to the property by you or persons residing with you or visitors to the property.

4. Notices

Any notice we give under this Tenancy Agreement may be served on you:

- in person or by leaving it with someone for you at the property
- by leaving it at the property or at your last known address; or
- by sending it first class post to the property or last known address.

For the purposes of section 48 of the Landlord and Tenant Act 1987, the Landlord's address for service is :

Charnwood Borough Council
Southfield Road
Loughborough
Leicestershire
LE11 2TR

Useful contacts: CBC
Tel: 01509-634666
e-mail: information@charnwood.gov.uk
www.charnwood.gov.uk/councilhousing

5. Payment of Rent and other charges

Your rent is due until the end of your tenancy. See ending your tenancy section 11.

a) Your rent and any other charges are due every Monday in advance. If you pay at any other interval than weekly the rent must always be paid in advance, never in arrears.

b) The rent and any other charges do not include charges for Utility companies or Council Tax. The Council will send you separate bills for Council Tax. The Utility companies will send you bills for their services.

Service charges are subject to review based on the costs of the service. A reasonable notice period will be given advising of any change to these costs.

Council Tax for some Sheltered Housing schemes is charged in a different way to take account of shared facilities such as bathrooms.

c) If you do not pay your rent, we may apply to court for a Possession Order to evict you from your home. We will also seek a Money Judgment Order to recover any debts i.e. rent arrears. You may also have to pay costs of the action.

You cannot be evicted from your home without a court order

d) If you have any difficulty paying your rent then you should contact the housing income team as soon as possible.

The housing income team can be contacted on 01509 634666

e) If you are a joint tenant you are jointly and severally (individually) responsible for all the rent and reasonable charges when they are due. This means that, if the other joint tenant in your tenancy does not pay their share of the rent and reasonable charges, you must pay all the rent and other reasonable charges.

f) The current amount due for your rent is advised annually by post. We may change your rent but we will let you know in writing at least four weeks before we make any changes.

g) Your rent should be paid to: Charnwood Borough Council, Southfield Road, Loughborough Leicestershire LE11 2TR
Telephone: 01509 634666.

Housing Income email: **housing.income@charnwood.gov.uk** or **call (free from any landline) 0800 6335548** You can arrange to pay your rent in the following ways; Direct Debit, Standing Order, Cheque, Swipe Card, Credit/debit Card, On Line or by Post. Please telephone, **01509 634555 to make payments.**

If you are on a low income you may qualify for Housing Benefit towards the payment of rent. Housing Benefit can be contacted on **0845 6091258**

h) In addition to your rent we will also collect any appropriate and reasonable charges as outlined in this agreement. These will be pursued as a debt and legal action may be taken against you to recover reasonable charges costs and court costs. If you are a joint tenant you will still be responsible even after you have left the property.

i) If you receive Housing Benefit you must tell the Benefit Service immediately of any changes which may affect your entitlement to Housing Benefit

6. Repairs, Improvements and Decorations

Our Responsibilities

a) We are responsible for:

- keeping the structure of the property in repair;
- keeping in proper working order all of our installations for the supply of water, gas, electricity, sanitation and waste pipes;
- keeping in proper working order our installations for room heating and hot water;
- keeping in proper working order all our fixtures and fittings;
- keeping the shared areas of your neighbourhood, including play areas, clean and well maintained.

Repairs contact telephone no 01509 634666. Web: repairs@charnwood.gov.uk email: info@charnwood.gov.uk

b) We are not responsible for :

- repairs as a result of any deliberate act, omission or neglect, by you or your visitors, or those residing at the property.

Your Rights

c) The Right of Repair

You have the right for repairs (which are not as a result of any deliberate act, omission or neglect by you or your visitors, or those residing at the property) to be carried out as quickly as possible.

When you report the repair work we will inform you of the work we will carry out, who will carry out the work and when the work will be completed. We will give you not less than twenty four hours notice and you must give access at the time appointed.

> Sometimes it may be necessary to move to another property so that major works can be carried out. The Council will offer suitable alternative temporary property. You will need to vacate the property for the period needed to complete the work and then move back to the original property. A full list of repairs category response times can be found in your tenant handbook.

Depending on the type of repair work required you may qualify for compensation should we fail to carry out the work. This is dealt with under the 'Right to Repair Scheme' – information on this scheme is provided in the Tenants' Information Pack or is available from the Housing Operations team.

If we fail to carry out our responsibilities of repair under this Agreement then you may be able to take legal action against us. You should consult a Solicitor, a Law Centre, Shelter Housing Advice or the Citizens' Advice Bureau.

d) The Right to make improvements.

Secure Tenants have the right to carry out alterations and make improvements to their home at their own expense. You must get our written permission before any work is carried out. We will not refuse permission without a good reason. You will be responsible for the ongoing maintenance of any improvements you make.

For Introductory Tenants this right is at the discretion of Charnwood Borough Council.

e) The Right to Compensation for Improvements.

At the end of a Secure Tenancy you have the right to apply to us for compensation for certain improvements you have made to your home unless they were started before 1 April 1994. If you are buying your home you will not get compensation as these improvements are not included in the purchase price. You should ask the tenancy services team if you would like more details about this.

Introductory Tenants may also be eligible for compensation at the discretion of Charnwood Borough Council.

Your Responsibilities

f) You are responsible for keeping the inside of your home in good condition and you must undertake or arrange for the repairs listed below and cover any necessary costs. Any work undertaken by you, or on your behalf, must comply with current regulations. If you arrange for work to be carried out by a tradesperson you must ensure that they are appropriately qualified and insured.

- Unblock sinks and baths;
- Repair door furniture such as handles, letter boxes etc
- Repair or replace toilet seats;
- Ease door and window hinges;
- Replace plugs and chains;
- Repair any minor plaster cracks and internal decorations;
- Repair electrical faults arising from the use of faulty appliances;
- Repair or replace electrical plugs, fuses or light bulbs (not wall sockets).

- You should take reasonable steps to keep the property well ventilated, in particular the bathroom and kitchen. This will help to avoid moisture and mould growth building up.
- You should wipe down damp surfaces and clean off any mould growth with a fungicidal solution.
- Do not use un-vented tumble driers.
- Do not block or obstruct any ventilation fittings as this can be dangerous

g) You will be responsible for any windows that you break or damage. If we discover any unauthorised alterations you must remove them within a reasonable time and repair any damage caused by their removal. If you have caused any damage to the property including fixtures and fittings, or by making alterations, and the landlord needs to carry out any remedial work you will be charged for the cost of the work and this charge will include reasonable administration costs and will include VAT.

h) At the end of the tenancy you must hand the property back to us in as good condition as it was at the start of the tenancy, allowing for general wear and tear of the property.

i) You must report to us any damage to the property as soon as possible. You must also report any faults that could cause injury or damage to either people or property. Damage should be reported to the Housing Operations team.

j) You must allow access to us or our agents or contractors, providing we give you twenty four hours notice in writing of our intention to enter the property, in the following circumstances:-

(i). to carry out repair or improvement to the property or to any other premises;

(ii). to make any installations in or to the property;

(iii). to carry out disinfestations, fumigation or pest control to the property if necessary; to inspect and survey the property and where required by the landlord or its agents to prepare a list and record details of any alterations or additions, damage to or neglect of the property which are the responsibility of the tenant;

The council has a legal obligation to service each gas appliances it owns annually and the council can be subject to substantial fines if this important safety work is not completed on time each year. We will arrange suitable and reasonable appointments with each tenant to complete this work. However it is obliged to gain access by forced entry as a final step if a tenant(s) does not allow access. If an injunction has been applied for and granted by the court for access to complete this work part of the injunction application will include a forced entry clause if there is no access at the time specified in the injunction. In the case of forced entry a Statutory. Notice allowing a minimum of twenty four hours notice will be served to the tenant at the address concerned, advising in writing of the date and time when the service engineer and if needed, the locksmith will be attending. In all cases tenants will be charged for the cost of the forced entry as previous warnings will have already been ignored at this stage.

(v). to carry out servicing of any gas or electrical supply or appliances at the property to enable full compliance with the legal requirements under The Gas Safety (Installation & Use) Regulations 1998;

(vi). to comply with any statutory obligation of the landlord in respect of the property or other premises;

(vii). to reinstate, make good, remove or repair any neglect, damage or unauthorised alteration or addition to the property;

(viii). to do work in default where the tenant has failed to decorate or carry out minor repairs to the property as required by this agreement;

(ix). to allow photographs and/or video recordings to be taken as evidence of any of the above.

CBC has a duty of care to ensure that it deals with emergencies as quickly as possible and therefore needs rapid access in emergency situations.

k) In the event of an emergency (for example, flood, fire, leaks) the 24 hour written notice period referred to in 6j) is not required

l) In the case of emergency, we will make all reasonable attempts to contact you from information that you have provided us with, for example by telephone, text message or email. If we or our agents or contractors cannot obtain access to the property by other means within a reasonable time or immediately where necessary, and in our or our agent's or contractors reasonable opinion it is necessary to gain immediate access because there is an imminent risk of physical harm to any person or significant damage to the property or any other property in the locality, or the property is unoccupied and inadequately secured against unauthorised entry or vandalism, we or our agents or contractors have the right to force entry to the property. We or our agents or contractors may do whatsoever is reasonably required to deal with the emergency in an appropriate manner and will make good any damage caused when entering the property and afterwards secure the property against unauthorised entry. We may make a reasonable charge for gaining access if you have obstructed emergency access.

In an emergency situation, for example flood/serious water leak or escape of gas, we may take **immediate** action to gain entry to your home to minimise property damage and damage to possessions in your property or another adjoining property.

If you do not allow us into your home then you may be putting yourself and your neighbours at risk. We may also apply for an injunction through the court to gain access if it is refused or appointments are not kept. If an Injunction is granted against you we will also request that the costs involved be paid by you.

Gaining written permission is needed to cover such issues as safety and planning. Safety, building improvements and structural alteration are subject to strict regulations and law. We will advise you in response to your written application for permission.

m) You must repair, at your own expense, any damage caused to your property, fixtures or fittings by any member of your household, visitor or pet. You are responsible for any damage caused by you or by anyone living with or visiting you. This damage could include acts of vandalism by you, members of your household or your visitors e.g. smashing windows. If we have to carry out repairs to damage caused in such manner we will make a reasonable charge which will include administration and VAT.

n) You must repair and pay for any damage to your home that is caused by your own fixtures and fittings. If we have to repair the damage we will make a reasonable charge for the cost of the work to include administration and VAT.

o) You must not block or obstruct any air vents to gas appliances

p) You must get our prior written permission to paint the outside of the property or to install new floorboards within the property.

q) You must get our permission to put up any type of aerial or satellite dish.

7. Your Community - Anti-social behaviour

Everyone has the right to enjoy their life in their own way provided that it does not disturb others and does not break the law.

Our Responsibilities:

a) In the first instance we expect you to do all that you can to resolve any issues that arise regarding your neighbours. However, if a problem persists we will take appropriate action and involve other agencies as necessary to bring matters to a proper conclusion. We will investigate nuisance and harassment cases and pursue them pursuant to our policies which will be made available on request.

b) We will enforce the tenancy agreement by all legal means possible. This can result in a court order being granted to the landlord, for instance for possession, an injunction or antisocial behaviour order.

Your Responsibilities

c) You must not do, or allow to be done by anyone (including children) living in or visiting your home, anything in your home or in the neighbourhood which is a source of nuisance, annoyance, distress or abuse to other people, or which does not comply with the terms of this tenancy agreement.

The following are examples of the types of behaviour which are unacceptable and which we may take action on. It is, however, not an exhaustive list of such behaviour:

- Noise
- Criminal behaviour
- Harassment of all types
- Intimidation of other people
- Domestic violence and abuse
- Dealing in illegal drugs
- Alcohol and solvent abuse
- Nuisance from vehicles
- Nuisance from business use
- Overgrown gardens
- Verbal abuse
- Damage to Council property
- Keeping disruptive or dangerous animals
- Leaving rubbish in, and misuse of, communal areas
- Spraying graffiti
- Vandalism
- Rowdy behaviour
- Ball games near homes
- Misuse of shared security/door entry systems

d) You are responsible for making sure that all your visitors and members of your household (including children) behave properly in your home or in any part of the neighbourhood. This means that you and your visitors and persons living at the property must respect other people's rights to enjoy their home and surroundings peacefully and must not cause, permit or allow conduct which is capable of causing a nuisance, annoyance, distress, harassment or abuse to others.

e) You must not do anything in your Neighbourhood to harass or cause a nuisance to any person because of his or her racial origin or colour nor allow or permit any persons residing in or visiting the property to do the same.

f) You must not do anything in your Neighbourhood to harass or cause a nuisance to any person because of his or her religious views, gender, age, disability, or sexuality nor allow or permit any persons residing in or visiting the property to do the same.

g) You must not use or threaten violence against any other person in your home or in your neighbourhood nor allow or permit any persons residing in or visiting the property to do the same.

h) You must not use abusive language or use or threaten violence against any of our officers, employees, councillors or agents nor allow or permit any persons residing in or visiting the property to do the same.

i) You must not commit or allow or permit any persons residing in or visiting the property to commit any illegal activity such as drug dealing in the property, in shared areas, in your neighbourhood or on any of our premises.

j) You must not leave needles on the premises that could be a danger to anyone who may need to access the property, for example to carry out their work. Needles/syringes must be disposed of safely.

Any breach may be reported to the Police. You will be responsible, at your own expense, for repairing any damage to the property caused by the Police if they have to force entry

k) You must not allow noise to annoy your neighbours, nor allow or permit any persons residing in or visiting the property to do the same. This includes, but is not limited to, using a television, radio, hi-fi and musical instruments.

l) You are responsible for keeping the internal shared areas and common parts adjacent to the property, such as stairs and landings, clean and tidy. You must not obstruct the shared areas or common parts.

m) Secure Tenancy Demotion Orders

A Demotion Order is an order granted by the Court that changes the nature and security of your tenancy for twelve months. We may serve a Notice before Proceedings for Demotion on you in the event of anti-social behaviour and thereafter apply to court for an order.

8. Living at the Property

Your rights

a) The Right to Quiet Enjoyment

You have the right to occupy your home in peace, except for the obligation contained in this agreement to give access to the landlord, its agents or contractors.

b) The Right to take in Lodgers

You may take in lodgers providing you do not overcrowd your home.

A lodger is someone who lives in your home as a member of your household. You do not need our permission to take in lodgers but you should let us know if you have a lodger. Having a lodger may affect your entitlement to housing benefit.

Introductory Tenants do not have this right.

c) Subletting

You have the right to sublet part of your home. You need our prior written permission to do this but we will not refuse permission without good reason. You cannot sublet all of your home.

Subletting is when you rent out a self-contained part of your home. A subtenant may share your facilities but they can stop you from going into the parts of your home that they live in.

Introductory Tenants do not have this right.

Your Responsibilities

d) You must reside continuously in the property as your only or principal home.

e) You must let us know in writing if you are going to be away from your home for a continuous period of more than four weeks and must give details of access arrangements during your absence.

If your home is left empty for unreasonably long periods you may have to give up the tenancy.

f) You must not sublet the entire property or assign your tenancy except as permitted by section 91 of the Housing Act 1985 and you must not, in any circumstances, assign the tenancy without the prior written permission of the landlord.

g) You must get rid of your rubbish properly and must not store it in any place where it could cause a fire, attract vermin or infestation or cause other damage to people or homes. You must not dump your rubbish in shared areas or in the neighbourhood.

h) You must keep your garden tidy. This includes the lawn, hedges, trees, shrubs, balconies or any shared area that is let as part of the tenancy. You must not let any hedge/shrub grow more than two metres high or overhang pavements, cause an obstruction or impinge on your neighbours' garden. You must not remove trees or hedges without our prior written consent.

You are responsible for cutting and pruning shrubs and trees in your garden. You must not keep any rubbish or furnishings in your garden. The Tenancy Services team or Environmental Health team can advise you regarding waste or unwanted items.

i) You must not store or dump furniture, appliances or any other unwanted items in your garden, any land let with your home, shared areas or in your neighbourhood.

There are regular waste collection services and a service for specific unwanted items. Advice regarding this can be obtained by telephoning **01509 634563.**

j) You must not erect a shed, greenhouse, garage, conservatory or lean-to without our prior written permission, and you must ensure that any relevant planning permissions and building regulations are met at your own expense.

k) You must ensure that articles, liquid or gas, which could increase the chance of a fire or explosion are stored and handled responsibly.

l) You must get our written permission before parking a caravan, boat, van, trailer or any commercial vehicle at your property or around your property or in any shared parking area.

You must not park a vehicle, caravan, boat or trailer at the property unless there is a properly made hard standing (such as a drive) or garage and a dropped kerb for crossing the pavement. Vehicle/s must use the hard standing at all times.

m) If you intend to use a caravan parked on your property for accommodation for yourself or your visitors to stay in, you must obtain prior written permission from Tenancy Services.

We will not accept vehicles parking in gardens, on grass verges or on any improperly made surfaces. Underground services can be damaged by such parking.

n) You must not park vehicles that are untaxed or un-roadworthy or in disrepair at the property, on the road or in any shared parking area.

There may be exceptions where owners have received permission for non-taxing from the DVLA. Contact us for advice.

o) You must not carry out major repairs to a vehicle at your home or in shared areas or on the road. You must not carry out repairs that cause a nuisance or present a danger to others.

p) You must not abandon any vehicle on our property, for example in car parking areas provided for flats or in your neighbourhood.

q) You must not display any Notices/Poster or Signs that may be regarded as inflammatory, threatening or may harass or cause nuisance to others.

r) Animals/Pets/Livestock

(i) You may only keep pets at the property with our prior written consent. You are responsible for your domestic pets in or around your home. You must not allow your pets to cause any nuisance, annoyance or danger to neighbours or visitors to your home. If permission is withdrawn for any reason you must remove the animal from the property immediately after permission is withdrawn.

We may withdraw permission if the pet/s cause a nuisance or are found to be intimidating, aggressive or dangerous.

You must not Keep any animal that has been classified as dangerous under the Dangerous Wild Animals Act 1976 unless you have both permission from tenancy services and a license from our Environmental Health Department

(ii) Prior to signing your new tenancy agreement you must advise us of any animals/pets that you already have so that we can advise on their suitability. The housing officer will raise this issue at the sign up meeting.

You must not Keep any of the four breeds named under section 1(1) of the Dangerous Dogs Act 1991, namely the American pit bull terrier, Japanese tosa, dogo argentinas and fila brazilieros.

There is no statutory definition of a "stray" dog. The RSPCA defines it as: "one that is in a public place and not under the charge of a keeper". Under the Control of Dogs Order 1992, all dogs on the highway must wear a collar with their owner's surname, address and contact details. As a result of the Clean Neighbourhoods and Environment Act 2007 local authorities in England are now solely responsible for dealing with stray dogs. Under the Animal Welfare Act 2006, owners have a duty of care to meet the needs of their pets. Telephone the council on 01509-634666 if you have any animal welfare concerns or need further guidance.

Due to the rural nature of much of the borough it can sometimes be that animals such as small livestock will be suited to a country location but would not be appropriate in a built up urban area. There may also be exceptions in relation to animal/pet permissions. Please seek advice from us.

(iii) If you allow any animals/pets to foul any of our property including shared areas, footpaths, roads or play areas you must clean the affected area immediately.

(iv) You must not breed any animals or birds that will be used for commercial purposes without our written permission. You may require licenses or further permissions from governing bodies in relation to some animals or birds

(v) You may only build any animal enclosures with our prior written consent

We may withdraw permission if, for example: the enclosure is not maintained or is substantially changed in any way.

9. Running a business from home

If you are considering starting a business that may be run from the property you must consult us first and gain prior written permission.

Example: A tenant proposing a home based computer business may not have an adverse effect but a tenant proposing a car repairs or sales business is likely to have a detrimental effect in relation to neighbours and also raises issues around health and safety and the suitability of a property for this purpose.

We will not unreasonably withhold permission but will take into account any potential adverse effect that the proposed business use has on neighbours.

Home business permission may be withdrawn if the business causes a nuisance.

10. Tenant Involvement

Our Responsibilities

a) We must consult with any tenant or group of tenants on matters which may affect their tenancies, homes and estates. Any views and comments expressed will be taken into account when making a decision.

Your Rights

b) Right to Information

You have the right to see certain information held by us in relation to your own housing circumstances. If you want to look at any information then you should speak to the Housing Operations team.

We may charge reasonable administration costs associated with the provision of tenant information.

c) Right to join Tenants' Groups

You have the right to start or join a local tenants' group.

You should ask the Tenancy Participation team about groups in your area or about how to start one.

d) The Right to Manage

Tenant organisations have the right to take over managing their homes or estate. The scheme allows tenant organisations to run services instead of us. This type of management can only take place with our full written agreement. You should ask at the Housing Operations team for more details.

e) As a member of the public you can attend Cabinet meetings, which decide how Council service are run and managed, and Housing Scrutiny Committee meetings, which scrutinise the Council's Housing Service. You can also attend meetings of the Housing Advisory board. You can find out more by enquiring at the Council.

11. Terminating the tenancy

This section deals with the ways that your tenancy may legally come to an end.

a) If you want to leave the property you can end your tenancy by giving us four weeks' notice in writing. This notice must be signed and dated. Notice to end your tenancy must end on a Sunday. In the case of joint tenants notice from one tenant will terminate for all tenants. All keys to the property must be returned Customer Services at the Council, Southfield Road, Loughborough, LE11 2TR at the latest by the end of the four week period. You will be responsible for all rent until the end of the notice period or until the keys are returned to us, whichever is the latest. You must pay all outstanding charges due under the tenancy agreement.

A joint tenant's name cannot be taken off the tenancy agreement and he or she cannot be forced to leave the property without a court order. A joint tenant can end the whole tenancy by giving notice in writing.

b) We require vacant possession of the property upon termination of the tenancy. We may take steps to evict anyone else who you have left in the property. We may make a reasonable charge against you for any costs incurred in repossessing the property if anyone has been left behind or for disposal of any items left behind or for the costs of cleaning, fumigating, making good, repairing the property or any part of it or replacing fixtures or fittings in it.

c) You must leave the property clean, in good decorative condition, and free from pests and vermin, and you must make good any damage caused by your or persons residing in the property or visiting you. You must remove all possessions and belongings and anything that belongs to another person and leave the property clear of refuse and empty, except for fixtures and fittings that belong to us. We will not accept responsibility for anything left in the property at the end of the tenancy and we do not have any obligation to store any left items.

d) You must return all keys, fobs and parking permits within or at the end of the Notice period to the council, Southfield Road, Loughborough, LE11 2TR. If you do not, we may charge additional rent and costs for any lock or fob replacements.

If you do not return your keys to us then we will have to change the locks to the property and we may charge you for the cost of doing this.

e) If you have an **Introductory Tenancy** we can end the tenancy if you break this Agreement. We will serve you with a Notice of Intended Possession Proceedings giving you six weeks notice of our intention to apply for an order of the Court for Possession. Introductory Tenants **can** be evicted more easily than Secure Tenants. You have a right of review of the decision to serve a Notice of Intended proceedings. Further information on Introductory Tenancies is provided in the Tenants' Information Pack or is available from the Housing Operations team.

See also Secure Tenancy Demotion Orders on page 13 relating to Anti-Social Behaviour.

f) If you have a **Secure Tenancy** we may end your tenancy if you break a term of this agreement by serving on you the appropriate statutory notice and obtaining a court order for possession. Further information on the grounds for possession is contained in the Tenants' Information Pack or is available from the Housing Operations team.

g) Notice & Pre-termination inspection:
If you have given Notice to terminate your tenancy, we will require access to carry out an inspection of the property prior to the end of your occupation and we will arrange a suitable appointment with you to do this. The purpose of a property inspection is to ensure that any issues around damage or alteration to the property are resolved before the tenancy ends. You will have to pay for any repairs or other works that we have to carry out which are your responsibility or where you have been in breach of your tenancy.

If you do not pay rent or other reasonable charges owing when you end your tenancy we may go to court and ask for a Money Judgement Order to recover the debt. This may affect your credit rating and future housing applications.

Your Rights

h) Security of Occupation
You have the right to occupy your home for as long as you wish so long as you do not breach the conditions of your Secure Tenancy. If you breach this Agreement we may decide to start Court Proceedings to evict you. **You cannot be evicted from your home without a Court Order.**

i) The Right of Succession to a tenancy
Succession is the transfer of your tenancy to someone after you have died. The law states that only certain people can succeed to your tenancy. Succession can usually only take place once, so if you inherited your tenancy from a relative, no one can or has the right to inherit your tenancy. However we may allow a succession to take place again in special circumstances.

The people who are legally entitled to succeed are:

- your husband or wife or civil partner with whom you live, or
- your unmarried partner with whom you have lived for at least twelve months, or
- your same sex partner with whom you have lived with for at least twelve months, or
- a member of your family for example child, parent, grandparent, grandchild, brother, sister, aunt, uncle, nephew or niece providing they have lived with you for at least twelve months.

Your husband, wife, partner or relative who succeeds you will become a Secure Tenant and will have the same rights as you under this Tenancy Agreement.

Where your home passes to someone other than your husband, wife or partner then we may consider whether your home is too big for your relative. If we decide that your home is too big for your relative then we

can serve a Notice within one year and can apply to the court for possession of your home. In these cases we will offer your relative a smaller home.

If you do not have a husband, wife or partner and there is more than one relative asking to succeed to your tenancy and if they cannot agree who will succeed you, we will decide.

j) The Right to assign your tenancy

Assigning your tenancy is where your tenancy is legally passed on to someone else by you.

Where there has been a legal assignment then you will no longer be the tenant for that property. Assignment is only allowed in the following situations:

- Assigning the tenancy under the Right to Exchange but only with our written permission; or
- In the case of Joint Tenants where the Court assigns the tenancy to one of the joint tenants following a divorce, family breakdown or dispute regarding maintenance for your children. This type of order is known as a property adjustment order. If you want to know more about this type of order then you should consult a Solicitor, the Citizen's Advice Bureau, or a Law Centre; or
- Assigning your tenancy to a person who is legally entitled to succeed you. This includes your husband, wife, civil partner, partner or relative (see right of succession above) You must have our written permission for this type of assignment and we may refuse permission if your home would be too big for your husband, wife, civil partner, partner or relative.

k) The Right to Exchange

Secure Tenants have a legal right to swap (exchange) their home with another Secure Tenant or Assured Tenant. **You must get our written permission first**. Permission cannot be withheld unless a current Notice of Seeking Possession or Demotion has been served or unless the exchange would lead to the property being too big or too small for the new tenant.

12. False Statement and Fraud

If you or someone acting on your behalf has made a statement relating to your housing application which you/they knew to be false or could be false or you/they deceived us regarding information supplied on your application, we may consider taking action to repossess the property under schedule 2 ground 5 of the Housing Act 1985.

We are required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative data monitoring exercise. 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.

13 Amendments to Legislation

Any reference in this tenancy agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendments or re-enactments of it.

14. Rights of Third Parties

The Provisions of the Contract (Rights of Third Parties) Act 1999 will not apply to this tenancy agreement, which means that none of the terms of this tenancy agreement can be enforced other than by either the tenant or the landlord.

15. Variation of terms

This agreement may be varied at any time by the consent of both parties or by a Notice of Variation. Before we serve any Notice of Variation we will inform you of the proposed changes. Your views and comments will be considered. This procedure does not apply to changes in your rent which are dealt with in 5(f) above.

Further Information

16. Data Protection Act

Personal information supplied to us for the purposes of entering into this agreement will not be disclosed to other persons except in accordance with the requirements of the Data Protection Act 1998. Examples of reasons why personal information may be disclosed are for the purposes of preventing or detecting crime, apprehending or prosecuting offenders or assessing or collecting tax. We may also share your personal information, with your consent with partners to enable appropriate support referrals.

Charnwood

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