Tenancy Agreement
Contents

1. What you need to consider before entering into this agreement

2. Definitions

3. Who is the agreement between?

4. About your Tenancy Agreement
   4.1 Termination of this agreement – Breach of condition/obligation/responsibility
   4.2 The need to move you from the accommodation you occupy under the terms of this agreement
   4.3 Properties purpose built or specifically adapted for disabled tenants
   4.4 Failing to reside in the accommodation
   4.5 Obtaining the tenancy by deception

5. Your Rights as a Tenant
   5.1 Security of Tenure
   5.2 Succession
   5.3 Assignment
   5.4 Lodgers
   5.5 Right to be Consulted/Involved
   5.6 Right to Exchange
   5.7 Right to make improvements or alterations in the property
   5.8 Right to Buy
   5.9 Right to Repair
   5.10 Right to Information
   5.11 Subletting
   5.12 Changes to the tenancy agreement
   5.13 Compensation for Improvements
   5.14 Annual Report and Regular Tenants information
   5.15 Data Protection

6. Rent Service Charges and Property related accounts
   6.1 a) Paying rent due
      b) Welfare Benefit Entitlement
   6.2 Direct Debit
   6.3 Rent In advance
   6.4 Rent Arrears
   6.5 Rent arrears – a joint tenants responsibility
   6.6 Increasing/decreasing your rent
   6.7 Other account debts
   6.8 Charging you for new services
   6.9 Secure Debt
   6.10 Former tenant arrears
   6.11 Rent statements
   6.12 Account balances
   6.13 Rent payment card
   6.14 Serving Notices

7. Repairs and Improvements
7.1 Overall Council responsibilities
7.2 Wind and Water tight
7.3 Completing Repairs
7.4 Finishing your Repair
7.5 a) Repairs Receipt
   b) Emergency Repairs
7.6 Moving you out temporarily to undertake major repairs
7.7 Reporting repairs, faults and damage
7.8 Paying for repairs
7.9 Access – General
7.10 Access – Annual Gas Service
7.11 Access – Periodic Electrical Inspection
7.12 Tenant Repairing Responsibilities
7.13 Decoration
7.14 Your Equipment, Your Improvements
7.15 Alterations and Improvements you make
7.16 Keys
7.17 Right To Repair
7.18 Right To Improve

8. Using your Home
8.1 Council responsibilities
8.2 Living in your property
8.3 Not residing in your property for lengths or periods of time
8.4 Your homes internal and external condition
8.5 The installations and supplies for utilities
8.6 Paying to repair, replace or remedy problems you cause
8.7 Over occupation
8.8 Motorbikes, Moped, Mobility Scooters and Motorised Wheelchairs
8.9 Internal decoration, your homes decorative standard
8.10 Annual Gas Servicing
8.11 Access to Inspect, Service, Repair
8.12 Changes in Household makeup
8.13 Parking Vehicles, Boats, Motor homes, Caravans and Trailers
8.14 Parking Non domestic Vehicles
8.15 Parking General
8.16 Vehicle Maintenance
8.17 Pets – Unsuitable
8.18 Pets – Unsuitable for the Property
8.19 Pets – Behaviour
8.20 Pets – Damage
8.21 Pets – Suitable Numbers
8.22 Pets – Homes with shared gardens
8.23 Pets – Sheltered accommodation
8.24 Lodgers
8.25 Subletting
8.26 Quiet Enjoyment

9. Community and Neighbourhood responsibilities
9.1 Council responsibilities
9.2 Tenants responsibilities – Behaviour- You, Your family, Your responsibilities
9.3 Nuisance Annoyance and Disturbance
9.4 Harassment, Threats and Intimidation
9.5 Abuse and Distress
9.6 False, Malicious, Persistent or Onerous Complaints
9.7 Illegal, Immoral or Criminal Activity
9.8 Damage, Graffiti and Defacement
9.9 Interfering with Security, Safety, Supplies or Services
9.10 By- laws
9.11 Violence
9.12 Communal Areas and Shared Spaces
9.13 Running a business from your property
9.14 Erecting structures in your garden
9.15 Your garden
9.16 Rubbish and Litter
9.17 Using and storing flammable materials
9.18 Parking

10. Tenant Involvement
10.1 Asking your views
10.2 Changing the terms of your tenancy agreement
10.3 Informing you – performance and our work
10.4 Complaints
10.5 Consulting you – rent increases
10.6 Information we hold on our records
10.7 Local tenant groups
10.8 Attending Council meetings

11. Moving to another Council home
11.1 Transferring to another home
11.2 Mutual Exchange
11.3 Exchanging without permission

12. Leaving your home and ending your Tenancy
12.1 Notice Period
12.2 Clearing the property on vacation
12.3 Recharges - poor decoration
12.4 Recharges - damage and neglect
12.5 Recharges - putting things right
12.6 Vacant possession
12.2 Offering you another property - Tenants’ rights

13. Council policies which affect your tenancy

14. Data Protection

15. Legal Statement

16. Declaration

17. Disclaimer

18. Keys issued

19. Sign up checklist
1. From Applicant to Tenant(s) –
What you need to consider before signing this agreement

Please read this agreement carefully before accepting the conditions and responsibilities outlined within it.

When the agreement has been signed by you the conditions and obligations become binding on you as tenant(s).

This agreement is a legal and binding contract with CBC. If you do not understand anything in this agreement you should ask for an explanation before you sign. You can also get independent advice from a Solicitor, Community Law Service or the Citizens Advice Bureau.

This tenancy agreement is for a

INTRODUCTORY

SECURE
Tick as appropriate

Witnessed (Name) Date

The rights and obligations of you and Corby Borough Council as your landlord are set out within it. If you are a joint tenant each tenant is responsible for meeting all the conditions of the agreement.

The property named in this agreement has been inspected before it was viewed by you. We have completed all the necessary repairs (those which would make it difficult for you to live in the property without) to our fixtures and fittings and it has been declared ready for letting. There may be some repairs which can be done after you have moved in, we will confirm these with you. The property is let unfurnished and any fixtures and fittings within it are owned by Corby Borough Council unless otherwise stated on your property viewing and letting schedule.

If you move out of the property you must leave the whole property free from furniture, effects, possessions and rubbish. You must ensure that Corby Borough Councils fixtures and fittings are still in the property when you vacate. We record the condition of the property and its fixtures and fittings on letting and expect them to be there when you leave. We take account of fair wear and tear and any improvements we have authorised you to do or repairs undertaken during your occupation period.

The tenancy includes use of the common parts for all proper purposes in connection with use and enjoyment of the property including shared stairwells and landings, communal facilities, shared open spaces, garages gardens, drying and bin store areas where applicable.

If you are a current tenant whose original tenancy began before 1st August 2015, you are afforded some preserved rights. These rights are marked with an * throughout the document.
2. Definitions

Unsocial or Antisocial Behaviour (ASB) means behaviour that is likely to cause intimidation, distress, alarm, nuisance or annoyance to any one. It also includes:

- Damaging property belonging to any another person or Corby Borough Council.
- Using or threatening to use or actually using any behaviour verbally or physically including violence,
- Intent to deal or supply drugs
- Racial harassment and abuse
- Criminal activity which leads to a conviction against you or a household member or a visitor to your property
- Playing loud music or allowing TV or Audio Equipment in your home to annoy your neighbours and noise nuisance caused by any other technology.
- Banging and slamming doors or communicating at levels so loud as to cause concern or a nuisance and annoyance to your neighbours
- Noise from DIY projects at unreasonable hours of the day or night
- Dumping rubbish
- Hoarding excessively
- Not keeping pets under control
- Damaging property or applying graffiti
- Unsocial activities connected with drug and alcohol abuse by you or another household member or visitor to your property

The Council, Corby Borough Council, CBC i.e. we, us, our, means Corby Borough Council as your landlord

You as tenants i.e. you, your, tenant means you as the tenant(s) of the landlord and in the case of joint tenants, any one or all of the joint tenants

Common parts means any part of the building which you do not have exclusive possession or use of and all tenants share or can use. It includes for example paths, gates, halls, stairwells, entrances and communal doors, landings, shared gardens, lawns, drying areas, bin store and shed areas.

Exchange or transfer means to swap by Way of Exchange tenancies and properties with another person or transfer to another home owned by CBC and retain the terms of your current tenancy agreement.

Home means the property and dwelling - house, flat, bedsit, bungalow or maisonette we let to you.

Improvement or alterations means anything you do internally or externally to the property or any addition or alteration you undertake which results in a change to the property after it was let to you.

Introductory Tenancy means a starter tenancy with Corby Borough Council which will last for 1 year and can be extended for a further 6 months in certain circumstances. Introductory tenants do not have all of the rights afforded to Secure Tenants.
Landlord’s fixtures and fittings mean all appliances in the property including the installations for supplying or using gas, electric and water. It also includes the kitchen units, bathroom and W.C sanitary ware, doors and door furniture, windows, floors, walls and ceilings, sheds and outbuildings, gates, fences, hedges and walls marking boundaries, and anything specifically identified on your letting schedule.

Lodger means a person who pays you money to let them live in your property while you also live in the property.

Neighbours, neighbourhood and community means everyone living in the local area, the estate or area you live in and the community which has an interest in where you live regardless of their occupation status or interest. It includes other tenants, home owners or leaseholders. This includes other tenants or leaseholders of another landlord and those who own their homes, as well as other stakeholders including schools, churches, retailers or other businesses.

Partner means your spouse i.e. a husband or wife or someone who lives with you as a husband or wife including cohabiting couples and those who have entered into a civil partnership.

Pets mean any animal insect, bird, reptile or fish or “pet” or number of “pets”

Property means the dwelling and home you reside in together with access to any yard, garden(s), boundary markers, gates, paths, bin stores, sheds, drying area, or common parts.

Relatives are persons related by marriage or blood including parents, children, grandparents and grandchildren, brothers, sisters, uncles, aunts, nephew’s, nieces and includes step relatives, adopted and fostered children.

Rent means the weekly payment due for occupation and use of the property named in this agreement. Rent includes all gross charges as outlined on page 8 of this agreement.

Secure Tenancy means a tenancy that is afforded all the rights outlined in this agreement and granted under the terms of the Housing Act 1985 as amended by the Housing Act 1996.

Subletting means giving another person the right to live in part or all of you home, and in doing so, giving them the understanding that they exclusively have use and occupation of part or all of the property.

Visitors mean anybody you invite or allow access to your property regardless of their relationship to you.

Written consent means a letter from the Council giving you permission to do certain things.
3. Who this agreement is between

This tenancy agreement is made between Corby Borough Council, (your landlord) and referred to in brief as CBC in this document, Deene House, New Post Office Square, Corby, Northamptonshire England NN17 1GD and

<table>
<thead>
<tr>
<th>Title</th>
<th>Forename(s)</th>
<th>Surname</th>
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(In the case of joint tenants each person will be individually and jointly responsible for any of the obligations and liabilities of this tenancy).

In respect of (The Premises)

Post Code NN17 1NQ

The property is a [ ] bed roomed [ ] house [ ] flat [ ] bungalow [ ] maisonnette

This property has an allocated parking space at N/A

This property has a garage located at N/A

The tenancy will begin on

and is a weekly tenancy, starting on a Monday and periodically thereafter from Monday to Sunday inclusive, week to week.
The weekly payments for the premises at the date of this agreement shall be:-

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>Rent</td>
<td>Cardigan House Management Fee</td>
</tr>
<tr>
<td>Communal Lighting</td>
<td>Cardigan House Utilities</td>
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<tr>
<td>Stairwell Caretaking</td>
<td>Cardigan House Security Cleansing</td>
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<tr>
<td>Door Entry Services</td>
<td>Cardigan House R&amp;M Building</td>
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<tr>
<td>Heating</td>
<td>Cardigan House Insurance Fee</td>
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<tr>
<td>Solar Panels</td>
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<tr>
<td>Rain Water Harvesting *</td>
<td></td>
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<tr>
<td>Gas Saver Unit *</td>
<td></td>
</tr>
<tr>
<td><strong>Total A</strong></td>
<td><strong>Total B</strong></td>
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</table>

<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td>TV License *</td>
<td></td>
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<tr>
<td>Supported Housing Intensive Housing Management</td>
<td></td>
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<tr>
<td>Supported Housing Cleaning and Caretaking</td>
<td></td>
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<tr>
<td>Supported Housing Fixtures and Fittings</td>
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<tr>
<td>Supported Housing Grounds Maintenance</td>
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<tr>
<td>Supported Housing Security/Door Entry</td>
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<tr>
<td>Supported Housing Utilities</td>
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<td><strong>Total C</strong></td>
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<table>
<thead>
<tr>
<th>Description</th>
<th>Fee</th>
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<tbody>
<tr>
<td><strong>Gross Rent</strong></td>
<td>£</td>
</tr>
<tr>
<td><strong>Total to Pay:</strong></td>
<td>£</td>
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The maximum number of persons who can reside permanently in the property is ______________________

(Note: Children under the age of 10 count as 0.5 of a person and are not entitled to an individual bed space unless they are of different sexes and are over the age 10. This is relevant to Housing Legislation and not Housing Benefit regulation)

The number of bed spaces within this property is ______________________

In this agreement the term "rent" refers to the sum of the Gross rent and any charges as set out above or as varied from time to time in accordance with this agreement. The payment of rent is due in advance on a Monday in each week.

The type of tenancy you are entering into is

INTRODUCTORY [ ]
SECURE [ ]
Your Rights as an Introductory Tenant

COUNCIL’S RIGHTS

This is an introductory tenancy. After one year it will become secure unless we have taken action to end your tenancy or advised you that we intend to extend it for a further six months before the anniversary of the start date of your tenancy. You will not be required to sign another agreement on the anniversary of the start date of your tenancy as the rights obligations and responsibilities contained within this agreement will be carried forward.

If during the period of your Introductory tenancy you breach any of the conditions of tenancy the Council may take action to evict you. In this event you will have the opportunity to:

1. Discuss the breach with your Housing Officer
2. Put things right in some cases (e.g. agree to pay arrears or keep to a repayment plan you have promised or stop a ‘behaviour’ which constitutes a breach under the terms of this agreement
3. Ask for a review of any decision to serve you with a Notice of Proceedings, which is this first step the Council will take to gain possession of your home and have you evicted

RIGHT TO REVIEW

If you receive a Notice of Proceedings read its contents very carefully. The notice will advise you that you have the right to review the decision to serve it upon you and seek possession and your eviction. You must ask for a review of the decision in writing within 14 days of being served with it. More detailed information can be found in the leaflet you have been issued with entitled “Introductory Tenancies”.

INTRODUCTORY TENANTS are unable to :-

- Buy the home you live in
- Exchange their home with another tenant
- Assign their tenancy (give up in favour of the other joint tenant or another family member)
- Take in a Lodger
- Sublet the home they live in
- Undertake major alterations or improvements

When and if your tenancy becomes a Secure Tenancy you will enjoy all of the rights above. This tenancy agreement will convert to a secure tenancy without further notification to you. You will be informed at least 8 weeks before your tenancy is due to be “secured” if we do not intend to convert this tenancy to a secure tenancy and of the reasons for that decision.
DECLARATION

We understand that I am an introductory Tenant(s) and that I will become a Secure tenant(s) on the anniversary of the start date of this tenancy providing the Council has not taken any action to end or extend this tenancy before that date.

We acknowledge receipt of the leaflet entitled “Introductory Tenancies” which explains my rights and responsibilities as an Introductory Tenant. I have had the responsibilities, obligations, rights, and implications of being an Introductory Tenant explained to me by the Housing Officer who is entering into this agreement on behalf of Corby Borough Council.

Signed: (1) ___________________________ Date ______________

(2) ___________________________ Date ______________

Witnessed (Name) ___________________________ Date ______________

Witnessed (Signature) ___________________________ Date ______________

(Property) ___________________________

4. About your Tenancy Agreement

Your Tenancy Agreement is a legal contract. It describes the rights and responsibilities of CBC as your landlord and of YOU the tenant(s). Further information regarding your Tenancy Agreement can be found in the Tenants Pack

COUNCIL’S RIGHTS

This agreement once signed will make you a tenant of CBC, your landlord.

It means you can stay in your home as long as you want to unless there is a legal reason why CBC wants to take it back (called a ‘ground for possession’ in Housing Law). A Court has to agree with the CBC’s request to evict you or to move you to another home if you do not voluntarily vacate the property. Reasons may include the following:

4.1 Because of your own action or the action of someone living with you or visiting you:

You have broken (also known as a breach) a condition in this tenancy agreement. If you do we can take legal action to ensure you meet that condition in future or ask the court for an order to evict you.

4.2 Because special circumstances mean that CBC must move you out. There are special circumstances when the Council has the legal right to take possession of your home because work needs to be done on it and the property needs to be empty for this to happen and:
• You cannot stay in it whilst we do this. Examples could include extensive major works, complete redevelopment or because it has to be totally remodelled or demolished. You will be offered a suitable alternative home and this may be temporary or permanent dependant on the reason we require possession. You will usually get compensation (for moves that are permanent) or help with moving costs (or both) depending on your circumstances. Your move could be permanent or temporary.

• If you agree to a temporary move we have the right to take possession of your temporary home when the work on your original property is finished and require you to move back to what was your permanent home.

4.3 Because the property is purpose built or suitably or extensively adapted for a person with physical disabilities and:

You no longer need that type of home and CBC as your landlord need the property for someone else with a physical disability. There are special circumstances when CBC has the legal right to take possession of your home. We can move you if the property has special adaptations for a disabled or elderly person who no longer lives there. But we only do this in very exceptional cases, for instance if another elderly or disabled person who has nowhere suitable to live needs the property and you no longer require it to meet the housing need you had when it was allocated to you. Even if it did happen you would be offered another suitable home before you had to move out.

4.4 Because you find another home and you stop using the property we let to you as your only or principal home.

We expect you to live in the property allocated to you. We also expect this to be your only principal home.

4.5 You have given false or misleading information on your housing application.

If you have knowingly given false or misleading information in order to be allocated the property we will seek possession.

If CBC decides to take action to end your tenancy we will inform you by delivering the legally required notice to the address on this agreement. The notice will be posted to, or left at the property or given to you personally. If we need to send you any other legally required notice we will follow the same procedure.
5. YOUR RIGHTS as a SECURE TENANT

5.1 Security of Tenure
You have security of tenure which means you have the right to remain in your property and those rights can only be compromised if you break a condition, obligation or responsibility of this agreement. If you do we will seek to evict by first serving notice on you that we intend to seek possession and instigating court proceedings with a view to obtaining a possession order in the courts.

Security of Tenure also gives you the following rights:-

5.2 Right to Succession *
If you are a sole tenant and you die this tenancy will pass to your spouse if at the time of your death they lived with you and the property was their only and principal home.
If you are a joint tenant and you die this tenancy will pass to your spouse if at the time of your death they lived with you and the property was their only and principal home.
There are no other succession rights afforded to this tenancy by law.
The decision to award a new tenancy to any other household member will be made in line with the current Council policy at the time of a tenant's death. Tenancies entered into before 6th January 2014 will carry additional preserved rights related to succession.

Note spouse includes married or cohabiting couples, civil partnerships or couples living together who can demonstrate a long term commitment/relationship to the deceased.

5.3 Assignment of Tenancy
You have the right with our consent to assign your tenancy to your spouse if they have been living with you continuously in the property and using the property as their only and principal home for at least 12 months at the date of application. The decision to award an assignment of your tenancy to any other household member will be made in line with the current Council policy as if it had occurred at the time of a tenant's death.

In cases of relationship breakdown the council expects the tenant or spouse who will retain responsibility for any children they may have to assign the tenancy to that person whether they are a sole or joint tenant. If this cannot be achieved by agreement the council would support the tenant or spouse in any court action to award the tenancy.

5.4 Right to take in Lodgers – Applicable to Secure Tenants only
You have the right to take in a lodger(s) if this does not mean that the property will be overcrowded. Be aware that if you take in a lodger(s) it may affect your welfare benefit entitlement and it is your responsibility to inform whoever awards your welfare benefit of the change in your household circumstances.

5.5 Right to be consulted and Involved
We will consult you over any substantial changes in housing management services and we will consider your views before implementing change. We consult tenants individually who have told us they would like to be consulted, by using focus groups, by consulting with our tenant’s panel and/or by randomly selecting tenants from our database of all tenants. Issues affecting the community and neighbourhood that you live in are also represented by your neighbourhood association and dealt with by the Neighbourhood Management and Community Safety Team.
5.6 Right to Exchange - Applicable to Secure Tenants only
You have the right to exchange (known as an assignment by way of exchange or Mutual Exchange) your tenancy with our written consent. We may consent subject to certain conditions. We may also refuse consent in certain circumstances in accordance with Schedule 3 Grounds 1-9 of the Housing Act 1985.

5.7 Right to make improvements to your home - Applicable to Secure Tenants only
You may carry out major alterations or improvements to your home but must first get our written consent. We deem major alterations or improvements as something you do to:
- alter your home such as changing a fixture or fitting for instance your internal doors or external front door
- adapt the internal layout of the home we let to you (knock down a wall or add any extension)
- add something to your home which wasn’t there when you moved in, for instance a shower over your bath
- Improve your home such as replacing the existing kitchen units or bathroom suite

N.B these are only examples

We disregard everyday decoration including painting and wall papering and general home maintenance.

Some alterations or improvements may be subject to Building Control, Gas safe or Electrical regulations and it is you responsibility to ensure compliance.

You must not apply artex or similar textured paint finishes to the ceilings or walls. You must not fix polystyrene tiles or polystyrene coving to the ceilings or any other surface to the property. You are discouraged from cladding walls or ceilings.

If you choose to lay ceramic tiles, laminate flooring, carpets or any other floor covering over any floor surface within the property and subsequently require a repair to the surface underneath, you are expected to take responsibility and absorb any cost and responsibility for the lifting and relaying of your floor covering in order for the repair to be completed.

If you choose to lay ceramic tiles or laminate flooring in flats you must ensure an adequate subfloor and sound insulation is laid which limits noise to neighbouring residents.

You should seek permission if you intend to alter, add or improve any aspect of your property before starting work.

5.8 Right to Buy
Secure Tenants have the right to buy their property after a qualifying period at a price lower than the full market value provided it is not an exempt property. More information can be found in your tenants pack in the leaflet entitled “Tenants Information: The Right to Buy”

5.9 Right to Repair Applicable to Secure Tenants only
In certain circumstances you have to right to require CBC as your landlord to get a second contractor to undertake certain qualifying repairs if we have failed to complete them within a certain time. For more information on this scheme please refer to your Tenants Pack.
5.10 Right to Information
You have the right to see our policies on tenancy management, allocation and exchanges and to see certain personal information we hold for the purposes of tenancy/housing management or housing application purposes. We have the right to charge you for copies of the information we hold.

5.11 Subletting
You do not have the right to sublet the whole of your property without our consent. If you wish to sublet part of your property you must apply for permission to do so. Be aware that if you sublet part of your property it may affect your welfare benefit entitlement and it is your responsibility to inform whoever awards your welfare benefits of the change in your household circumstances.

5.12 Changes to the tenancy agreement
Before changing the terms of this agreement or introducing a new term for all tenants we will inform you of proposed changes and consider your views before putting the change into effect. We will give you at least four weeks’ notice and provide you with information necessary to inform you about the change(s) If you do not agree with the proposed changes this will give you the opportunity to end your tenancy before the changes take place and find another landlord whose terms better suit you.

5.13 Right to be compensated for improvements to your home - Applicable to Secure Tenants only
At the end of your tenancy you have the right to claim compensation from CBC for improvements and alterations you have made to your home with our consent. This right only applies for certain kinds of improvements which you started after 1st April 1994. For more information on this scheme please refer to your Tenants Pack.

5.14 Annual Report and Regular Tenant information
We will produce and make available to you an annual report on our performance as a landlord. We will also make available to you information and advice about the current housing service, policies and changes, and our intentions to improve them.

5.15 Data Protection and Information we hold about you.
We will safeguard and protect the information we hold about you and only release it on request to comply with current Data protection Legislation. The Data Protection Act 1998 does not prevent a landlord from releasing personal information where they have a legal obligation to do so. For more information see section 14
6. YOUR RENT, SERVICE CHARGES and PROPERTY RELATED ACCOUNTS - Tenant Responsibilities

6.1a You must pay your rent. It must be paid on time. Your rent is due every week on a Monday. You can pay in advance every week or month if you prefer. Rent is payable on a 48 week basis. There are usually four (but can be five) ‘free’ weeks when no rent is due if your account is clear. If you are in rent arrears you must continue to pay in these weeks. No refund of rent is given for the rent free weeks; your account will not be debited with a charge for rent on any rent free week.

In sheltered housing a supported housing service operates and the gross rent payable may include service charges for services received over and above those received by general needs tenants. We have outlined those charges on page 8 if they apply to this agreement.

6.1b If you are in receipt of Welfare Benefits and receive directly the Housing Element to meet your rental commitments you must ensure the monies received by you are passed onto us.

6.2 * Rent is payable by Direct Debit either weekly or monthly. You are expected to retain this method of payment throughout the lifetime of the tenancy.

6.3 *At the start of your tenancy you will expected to pay 4 weeks gross rent in advance.

In certain properties a service charge may be made for services provided specifically to that property or communal block. We have outlined those charges on page 8 if they apply to this agreement.

6.4 If you do not pay your rent, (including rent and charges due for former tenancies) or pay persistently late, CBC as your landlord can go to court to ask for a possession order which could lead to legal permission to evict you from your home. If you have any difficulty paying your rent contact your Housing Officer immediately.

6.5 If you are joint tenants you are each responsible for all of the rent and for any rent arrears. CBC as your landlord can recover all rent arrears owed from any individual joint tenant. If one joint tenant leaves the property this will not end their responsibility for paying the rent. This can only be achieved if the tenancy is assigned with our agreement to the remaining tenant or a court orders the Council to do so. At this stage the remaining tenant will be responsible for any rent due including arrears that may still be owed.

The amount of rent will depend on the amenities in your home, its age, size, type and location.

Your rent includes an amount to pay for housing management, repairs and maintenance, major works or capital improvement programmes, and tenant involvement in decisions about CBC’s housing service.

6.6 The Gross rent payable may be increased or decreased. These changes usually occur once a year at the start of each financial year (April), but they may occur when there is a significant change in the level of service provided to you. You will be told in writing at least four weeks before any rent change, therefore this will give you the opportunity to terminate your tenancy before the variation takes place.
6.7 You must repay any money you are due to pay to CBC or owe CBC from a current or previous tenancy, including rent arrears, court costs and the cost of rechargeable repairs. You must pay any rechargeable repairs bill you are presented with. Rechargeable repairs bills will occur when CBC have to undertake a repair for you for which you are responsible. If you do not keep to an arranged repayment plan or refuse to repay a recharge bill CBC as your landlord can go to court to obtain a money judgement order or possession order leading to legal permission to evict you from your home. CBC as your landlord will also pursue any debt you owe from a former tenancy if they have agreed to re-house you as an applicant on condition that you repay or continue to repay a debt in full or by instalments and you subsequently fail to do so.

You have rent arrears of £ [ ] and/or court costs of £ [ ] and/or rechargeable repairs of £ [ ] for which you remain liable in regard of your previous tenancy at [ ]

Former tenancy Address:

In accepting this tenancy YOU HEREBY AGREE that it is a condition of your tenancy that you repay the housing related debt specified above at the rate of £ [ ] per week and that failure to repay the weekly amount will place you in breach of your tenancy at [ ]

New Address:

6.8 We have the right to charge you for any new service we provide for your home. The cost will be charged as part of your gross rent. We will tell you in writing, at least four weeks before we do this.

6.9 Rent due is a Secured Debt. This means should you default on your obligation to pay your rent the Council will continue to recover the debt from you. Should you apply for a Debt Relief Order or Bankruptcy the Council has the right to recover your property and the debt.

6.10 If you end your tenancy and leave without paying the rent or without making any arrangement to pay, we may provide your details to a tracing agent or debt collection company to help them recover money owed to us.

Council’s Responsibilities

6.11 The council will send regular rent statements outlining payments made and balances on the account,

6.12 The council will provide you with a balance of your account on request.

6.13 You will be issued with a rent payment card indicating your account number and should quote this in any correspondence or when making a payment. If you lose damage or destroy your card another will be provided on request.

6.14 Any notice to be served on you may in addition to the methods permitted by law, be
served on you by any of these methods:

- If handed to you or any other joint tenant or any other adult resident at your home.
- Whether or not the tenant or anyone else occupies your home if sent by registered post or recorded delivery to your home.
- If inserted by hand through the letterbox or fixed to the front door or other prominent part of your home.

7. REPAIRS & IMPROVEMENTS

Council’s Responsibilities

7.1 We will keep the structure, exterior and interior fixtures and fittings of your property in good repair. We will keep in repair and proper working order:

- installations for supplying water, gas, electricity and sanitation, including:
  - wash hand basins, toilets, baths and showers installed by CBC
  - internal walls, ceilings and floor surfaces
  - kitchen units, sinks and baths
  - internal doors
  - window frames, glazing and openers
  - installations for supplying heat and hot water to your property i.e. your heating and hot water system (but not the meter)
  - installations for supplying electricity to your property/the sockets/the switches/the fuse board/the wiring (but not the meter)
  - disabled adaptations we have made to the property
  - the common parts; stairs, stores, sheds, lighting, and lifts.

It does not include other fixtures and fittings or your own appliances that use the water, gas or electricity supplies.

We will not maintain or repair:

- Any item which a previous tenant left and for which you have agreed to take responsibility for
- Garden paths which are not essential for getting to and from your home unless they have been provided by CBC
- Garden gates, fences and walls except those which form a boundary division and which have been provided by CBC
- Trees or shrubs

7.2 We will weatherproof the outside of your home. This may include ensuring your roof does not leak, your doors and windows are secure and that we paint the outside of your home at regular intervals if required.

7.3 We will complete repairs in a reasonable time. When you report a repair we will tell you when the work will be done by (this depends on how urgent it is).

7.4 We will clear up after a repair. We will leave the decoration as close as possible to how it
was before the work was done, or give you a decoration allowance to enable you to put it right if we deem it a significant factor which has affected your decoration.

**7.5a We will** give you or send you written confirmation of your request for a repair (unless it will be done within a short period of time). Keep this confirmation in case you want to make an enquiry later.

**7.5b We will** provide you with an emergency repairs service

**7.6** There are special circumstances when the Council has the legal right to take possession of your home because work needs to be done on it and it cannot be done whilst you and your household reside at the property. See section 4.2:

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**Tenant's Responsibilities**

**7.7 You must** report any repairs that are not your responsibility or faults or damage to the property or damage you cause or discover immediately. If you fail to do this you may be recharged for not addressing your responsibility under the terms of this agreement.

**7.8 You must pay** for repair or replacement if you (or anyone living with you or visiting your home) causes damage deliberately (smashed windows or damaged and broken doors for example). You must also pay for repair or replacement if damage is caused by your own neglect. If you are a victim of a crime which leads to repairs being required such as smashed windows, keys stolen we expect you as a responsible tenant to have insurance in place to pay for this cost. If you choose not to take insurance you may be responsible for meeting the costs. For further information on what CBC do not deem fair wear and tear or landlord responsibility and our policy on Rechargeable Repairs you should see your Tenants' pack.

**7.9 You must** allow Council employees or people sent by the Council (their agents and contractors) access into your home to inspect and carry out repairs and improvements. If you do not let us in we could take legal action to enter your home and you may have to pay our costs. In emergencies we may need to get in immediately to prevent risk to you or your neighbours and in extreme circumstances we may force entry.

All of the Council’s employees and anyone sent by the Council to work in your home will carry formal identification or a letter confirming their identity and purpose. Always confirm the person’s identity before letting them into your home. If in doubt please contact us.

**7.10 You must** allow Council employees or people sent by the Council (their agents and contractors) into your home to inspect and carry out an annual gas service of our own installation and appliances. If you do not let us in we will take legal action to enter your home and you will have to pay our costs incurred in doing this.

**7.11 You must** allow Council workers or people sent by the Council into your home to inspect and carry out a periodic electrical inspection of our own installation and appliances. If you do not let us in we will take legal action to enter your home and you will have to pay our costs incurred in doing this.

If you have altered the gas or electrical installations with or without our permission and they fail inspection or current regulation you will be required to put things right.
within a specified time period. The Council has a legal obligation to disconnect any appliance connected to the gas or electrical supply that would pose a health and safety risk or breach current regulations. If you subsequently fail to put things right we will address the issue you have created and recharge you the full cost involved in doing so.

7.12 **You are responsible for** minor repairs like unblocking sinks, changing smoke alarm batteries, renewing internal door handles, gate catches, or coat hooks. A full list of the repairs you are responsible for is listed in the Tenants’ Pack.

7.13 **You are responsible for** decorating inside your home. If we have to rewire your home or install from scratch or upgrade your central heating system we will make a contribution to you for costs incurred to redecorate.

7.14 **You are responsible for** repairing and maintaining your own equipment such as cookers, washing machines or showers you have installed and any improvement you have made to the fixtures or fittings within the property (unless you have an agreement for us to repair and maintain it).

7.15 **You must not** remove or alter any part of the structure (internal or external) or fittings to your property including removing or reconstructing walls, loft conversions, cutting into or removing supporting joists, roof timbers, lintels, internal or external doors and windows or take out, adjust, add to, alter, or improve the plumbing, electrics or central heating system, kitchen or bathroom and W.C fittings or any other part of your home without the CBC’s agreement in writing.

You must not remove hedging or replace fencing which marks the boundaries to your property without CBC’s agreement in writing.

If you make an improvement or alteration to your property without our written agreement we may tell you to return the property to how it was before. If you don’t, CBC will undertake the work and recharge the costs of rectifying unauthorised alterations or improvements to you.

7.16 **You are responsible for** the keys given to you at the time of letting. Note we do not keep any keys in our possession to your individual property. We may be able to supply additional keys to communal doors if we have a copy in our possession (please note this is not always possible). Where it is there will be a cost for this service. If you lose your communal door keys and we do not have a copy of a key you require and you cannot obtain one from a neighbour the only alternative would be to change the locks and issue all occupiers with a new access key, the cost of this action would be totally recharged to you.

### Tenants rights

7.17 **You have the right** to get repairs done on time. In **some** cases you have a legal ‘right to repair’ and you may be able to get compensation if certain repairs are not done on time. For more information on the timescales for repairs see your tenants pack.

7.18 **You have the right to make improvements to your home** Applicable to Secure Tenants only

These could range from relatively minor alterations or additions such as changing the door handles on the kitchen units or internal doors to the construction of extensions, conservatories, garages and the like.
Before you commence any work you must get CBC’s agreement in writing, having made a written application complete with any relevant drawings. This is because CBC can only give permission for work which has been clearly described. This benefits both you and the Council as we can advise on the relevant statutory permissions which may be required. Furthermore we may also advise on the presence or otherwise of asbestos, which may affect your plans and could prevent accidental contact with potentially harmful asbestos fibres (many homes throughout the country were built using products containing asbestos).

You have a legal duty to make any workers/contractors hired by you aware of the presence of asbestos in the areas to be worked on.

We will not refuse permission for alterations and improvements unless there is a good reason.
If you make an improvement you can ask us to repair and maintain it for you. If we agree we may increase your rent by adding a service charge to cover the future cost we may incur for repair and maintenance.

8. LIVING IN AND USING YOUR HOME

Council’s responsibilities

8.1 The Council as your landlord has a responsibility to ensure all homes we let to tenants are used for the purpose they were allocated and that a good housing management service exists to support this. We also must ensure that individual tenants are given the right information, support and advice at times when they need it.

Tenant’s responsibilities

8.2 You must use your Council property as your main, principal and only permanent home.

8.3 You must tell us if you will be away from home for more than a month. (This is so we know you haven’t abandoned your home). You should consider how we can contact you in the event of an emergency and appoint someone to act on your behalf and look after your home in your absence.

If you don’t use your property as your main home or if you don’t tell us when you’ll be away for more than a month, we may take action to end your tenancy.

8.4 You must keep your property in good condition, reasonably clean and free of obstacles, excessive household goods, furniture and effects to reduce the risk of fire, rodent or insect infestation. You should ensure any inaction by you does not result in further damage and allow us to get in to inspect, carry out repairs or make improvements to your home. You must take care of and use the fixtures and fittings responsibly. The Council insure the building you live in (but not your individual effects and possessions) and you must not do anything which would compromise our insurance cover.

8.5 You (or anyone living with you or visiting your home) must not tamper with or alter in any way installations for water, gas or electricity supplies or with meters related to the supply of these utilities.
8.6 **You must** pay for repair or replacement if damage is caused deliberately or by your own neglect. Failure to report repairs required in your home is deemed as neglect. The costs to put things right if you fail to do so will be charged to you on top of your rent on a separate account linked to it.

8.7 **You must not** exceed the maximum number of people allowed to reside in your home.

8.8 **You** (or anyone living with you, or visiting your home) **must not** keep mopeds or motor-bikes inside your home or inside shared communal areas (entrance halls, stairs, landings drying areas or shared sheds). Bicycles must not be kept or stored on communal landings, or corridors, stairwells or entrance halls. Mobility scooters and motorised wheelchairs chairs must be stored safely and away from any flammable materials (including carpets and other floor coverings, wooden floors and soft furnishings) and must not be stored in communal areas without prior permission.

8.9 **You are responsible** for decorating inside your home (please refer to “Asbestos in Houses” in the Tenants’ Pack before you start any work). You are advised to paint ceilings and woodwork in a neutral colour. Fixtures and fittings with plastic laminate, metal steel, enamel or ceramic finishes should not be painted or covered over. Wooden boards or wall panels should not be affixed to walls or ceilings. Polystyrene tiles or coving should not be fixed to any surface.*

8.10 **You are responsible** for allowing CBC access to your home on an annual basis to undertake gas servicing. Reasonable notice of this visit and its purpose will be given.

8.11 **You are responsible** for allowing CBC access to your home on request for the purpose of undertaking post tenancy visits or an inspection and tenancy review when requested, or for any other purpose connected with your landlords housing management function. Reasonable notice of this visit and its purpose will be given.

8.12 **You are responsible** for informing CBC of any change in your household or family makeup including additions to or people leaving your household permanently. You also have a responsibility to provide up to date information about who is occupying your property on request.

**Parking- Vehicles, Boats, Motor homes, Caravans, and Trailers**

8.13 **You must not** (or anyone living with you, or visiting your home including family members and friends) park or store your vehicle (car, small van or motorcycle) within the boundaries of your property unless it has a garage and/or a hard standing or driveway intended for parking leading from a properly constructed and approved dropped kerb and vehicle crossover. If you want to store or park a boat, motor home, caravan or trailer within the boundaries of your property temporarily you must first get our written permission.

8.14 **You cannot** park or store a mini bus, coach, bus, farm machinery or heavy goods vehicle within the boundaries of your property under any circumstances. You (or anyone living with you, or visiting your home) must not park anywhere that would obstruct the emergency services or any other tenants, neighbours or their visitors.

8.15 **You do not** have exclusive rights to park any vehicle immediately in front of or as near as possible to your home on the highway.

May 2017 22 of 35
If your property has a designated resident’s parking space, only you and your legitimate visitors must park there. You must not allow, give or sell the parking place to anyone else.

8.16 You (or anyone living with you, or visiting your home) must not undertake major vehicle repairs of multiple vehicles or park illegal or un-roadworthy vehicles within the property boundary or on the land around your home or on the road leading to your property.

Pets

8.17 You (or anyone living with you) must not keep any animal, insect, bird reptile or fish or “pet” or number of “pets”, which are unsuitable or unreasonable for the type, size, or amenities at the property or locality in which your property is situated.

8.18 You (or anyone living with you) must not keep any animal insect, bird reptile or fish or “pet”, or number of “pets” that the CBC decides is unsuitable for your home or garden. If you are in any doubt at all you should contact us before you decide to keep any animal, insect, bird, reptile or fish or “pet”, or number of “pets”.

8.19 Your pet or pets must not frighten, alarm, distress, or annoy anyone. You must keep all domestic pets, animal, fish, reptiles, insects, or birds under proper control within the property or boundaries and ensure that they neither cause nuisance, annoyance, alarm or distress to anyone including neighbours, officers, contractors or agents of the Council at any time.

8.20 You are responsible for your pet(s) and must ensure they do not damage in any way the home you live in.

8.21* You are only allowed to keep domestic pets which require outside space if your property has a private and individual enclosed outside space such as a garden. An acceptable number of pets per property is no more than 2 dogs or cats or a combination of the two. Balconies are not suitable outside spaces to house, exercise or allow pets to defecate or urinate on.

Domestic pets are deemed to be cats and dogs or small caged animals and exclude animals including wild fowl, chickens, geese or ducks, goats, pigs, sheep, horses, ponies or donkeys, or wild animals or exotic reptiles and insects which would normally be found on farms in zoos or in the wild.

Assistance Dogs are not deemed as “pets” for the purpose of this tenancy obligation.

You are not permitted to keep an unacceptable breed of dog as defined under the Dangerous Dogs Act 1991 and as amended 2014.

If you intend keeping more than the acceptable level please seek permission before doing so.

Small caged animals usually kept indoors or outdoors including rabbits, guinea pigs, hamsters, mice, gerbils are acceptable providing they are not excessive in numbers.

Fish, reptiles, insects usually kept indoors or outdoors in tanks or birds in cages are acceptable providing they are not deemed excessive in numbers.
We expect you to consider carefully the welfare of any domestic pet, animal, reptile, fish, or bird you introduce into your property. You must be capable of and able to ensure you can address your pet's needs throughout its lifetime.

8.22 Domestic pets including cats and dogs are not allowed if you live in a house bungalow flat or maisonette where you share facilities, spaces or gardens and open spaces with other tenants and where you do not have any private or individual space. Small caged or tanked mammals such as hamsters, mice or gerbils, fish, reptiles, insects or birds which will not cause a nuisance or annoyance to your neighbours are usually deemed acceptable unless you keep them in excessive numbers.

8.23 Domestic pets including cats and dogs are not allowed as pets if you live in sheltered/supportsed housing where you share facilities and spaces with other tenants and do not have any private or individual space. Small caged or tanked mammals such as hamsters, mice, gerbils, fish, reptiles, insects or birds which will not cause a nuisance or annoyance to your neighbours are usually deemed acceptable but you will have to ensure you can and are able to address your pet's current and future needs. You must not keep excessive numbers.* It may be possible for current tenants transferring with elderly pets to move to Sheltered/Supported Housing with an existing pet but this would be agreed on an individual basis and on condition it wasn't replaced.

Tenant’s rights

8.24 You have the right to take in lodgers. Applicable to Secure Tenants only
A lodger is someone, who lives with you, but wasn’t part of your household when you first moved in. They don’t have exclusive right to any one part of your home, and they may get some sort of service from you such as cooking or cleaning according to the agreement you make with them.

8.25 You have the right to sublet part of your home, but you must get the Council’s agreement in writing first. Applicable to Secure Tenants only.
Subletting means that someone who lives with you, but wasn’t part of your household when you first moved in, pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sublet the whole of the property even if you still reside at the property.

8.26 You have the right to quiet enjoyment of your home and the Council as your landlord will not interfere with your right to live in your home as long as you do not break any conditions of this agreement.

9. COMMUNITY & NEIGHBOURHOOD RESPONSIBILITIES

Everyone has the right to enjoy life in their own home and in their own way providing they don’t upset people living near them. The Council will help all residents resolve their problems peacefully but we will take action quickly when this fails. In cases of Antisocial Behaviour, Criminal Activity, Harassment or Victimisation CBC will take action if any tenant fails to modify their behaviour when advised they are failing to meet their obligation and where intervention or prevention methods have been exhausted.
We expect all tenants to act in a reasonable manner at all times and have due regard for the property, the surroundings, and your neighbours. Obligations expected from you are
extended and applied to all members of your household who live with you and every other person who visits you including children.

**Council's Responsibilities**

9.1 **We must** give you, and anyone living with you, help, advice and assistance if you tell us about any anti social behaviour, harassment or victimisation you witness or suffer from. We will investigate your complaints, keep you informed and take appropriate action to tackle the problem.

**Tenant's Responsibilities**

9.2 **You are responsible for** the behaviour of every person (including children) living in or visiting your home. You are responsible in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paths, shared gardens, parking areas) and in the locality around your home.

9.3 **You must not** (or anyone living with you, or visiting your home including family members or friends) cause a nuisance annoyance or disturbance to any other person.

Examples of nuisance, annoyance or disturbance include, but are not limited to:

- Loud music
- Arguing and door slamming
- Dog barking and fouling
- Offensive drunkenness
- Selling drugs or drug abuse
- Alcohol related actions
- Rubbish dumping
- Playing ball games close to someone else’s home.

9.4 **You must not** (or anyone living with you, or visiting your home including family members or friends) harass, threaten or intimidate any other person.

Examples of harassment and intimidation include, but are not limited to:

- Racist behaviour
- Foul and abusive language
- Using or threatening to use violence and intimidating anyone in any way that would cause them to complain to CBC about you
- Using abusive or insulting words or behaviour
- Damaging or threatening to damage another person’s home or possessions
- Writing threatening, abusive or insulting graffiti/letters/texts/emails
- Posting threats or images on social networking sites
- Doing anything that interferes with the peace, comfort or convenience of others.

9.5 **You must not** (or anyone living with you, or visiting your home including family members or friends) threaten, abuse or in any way distress any Elected Member of the Council, Council Officer, Employee, Official Agent or Contractor. CBC expect you to treat Elected Members Officers. Employees, Official Agent and Contactors with the same respect afforded
to you

9.6 **You must not** (or anyone living with you, or visiting your home including family members or friends) make false, malicious, onerous or persistent complaints about the behaviour of any other person.

9.7 **You must not** (or anyone living with you, or visiting your home including family members or friends use your home or any communal area for any illegal, immoral or criminal activity. This includes the selling of, or dealing in, or growing of, or manufacturing of any illegal or controlled drugs or storage of or handling of stolen goods.

9.8 **You must not** (or anyone living with you, or visiting your home including family members or friends) make false, malicious, onerous or persistent complaints about the behaviour of any other person.

9.9 **You must not** (or anyone living with you, or visiting your home including family members or friends) interfere with security and safety equipment or landlord’s electricity, gas or water supply in communal blocks. You should be aware that interfering with any supply of utilities to your property for electricity, gas or water supply is a criminal offence. Communal doors should never be “jammed open” and strangers should not be let in.

9.10 **You must not** (or anyone living with you, or visiting your home including family members or friends) break any of the Council’s bylaws. You can ask to see the bylaws at a public library.

9.11 **You must not** inflict domestic violence, threaten violence, inflict physical assault, or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.

9.12 **You must** co-operate with CBC and your neighbours to keep your property and any communal areas clean, tidy and clear of obstruction. You must not hoard excessively within your own property, communal areas you share with others or within your property boundaries. You should refrain from littering or fly tipping, and your refuse and recycling bins should be put out regularly for collection on your collection day at the specified times. We expect you to keep your home in a clean and sanitary state at all times.

9.13 **You must not** (or anyone living with you, or visiting your home including family members or friends) run a business from your property without CBC’s agreement in writing. We will not normally refuse permission unless the business would cause a consistent nuisance, annoyance or pose a danger or damage the property. If we agree to you running a business from your home and it becomes a consistent nuisance, annoyance or poses a danger or damages the property in any way we may withdraw our agreement.

9.14 **You must not** (or anyone living with you, or visiting your home including family members or friends) put up structures such as sheds, garages, greenhouses or pigeon lofts anywhere on your property without the Council’s agreement in writing.

9.15 **You must** make sure your garden is kept tidy. Lawns must be regularly cut, shrubs and trees maintained and hedges trimmed. If the garden(s) becomes overgrown and there is no good reason why you can’t maintain it the Council can clear it and recharge you for the work.
You must not use your garden(s) to store, hoard or dump excessive household goods, building materials, recyclable goods or effects or un-roadworthy vehicles, caravans or boats.

9.16 You must dispose of and clear up any household waste, rubbish or litter in the immediate area of your property and keep your bins stored tidily. You are responsible for ensuring your bins are offered up for collection regularly. If you have been provided with communal bins for the disposal of your rubbish and household waste please ensure you use them regularly.

9.17 You must not (or anyone living with you, or visiting your home including family members or friends) keep or use bottled gas appliances, paraffin, petrol or any other dangerous material in your home, garage, shed or in communal areas. Where it is necessary to store any flammable materials, liquids or gases you should limit amounts and they must be stored in containers that comply with the relevant safety standards and regulations. In addition any appliances using flammable materials, liquids or gases must be fit for the purpose and comply with all relevant safety standards and be regularly maintained in accordance with the manufacturer’s instructions by a competent person. If you are in any doubt contact the Council for advice.

9.18 You, your visitors, family or friends do not have the automatic right to park or store any vehicle, boat or caravan anywhere. You do not have the right to park any vehicle directly in front of your property on any road which is deemed a public highway. You do not have the right to park on verges or pathways. Neither do you have the right to a dedicated space in a parking bay unless it has been allocated to you at the time of letting and is outlined in this agreement. You cannot obstruct any vehicle access onto any other persons property when they have a legitimate and approved parking right and access for a vehicle.

10. TENANT INVOLVEMENT

Council’s Responsibilities

10.1 We must ask you about your views concerning any of the Council’s housing plans if they are likely to affect you. For example we will consult you about modernisation or improvement work planned for your home or your area. We may also involve your tenants’ group, panel or forum in local housing issues, service provision and policy changes which affect you.

10.2 We must ask your views about any planned changes to the tenancy agreement. You will be told in writing if these changes are to go ahead.

10.3 We must provide information to you every year about our work and performance. This could include information about how CBC are performing as your landlord, how the housing service is paid for, how we spend your rent money, the types of applicants we allocate properties to and how many properties we let annually.

10.4 We must deal with your complaints efficiently and effectively. If you need to make a complaint the Council has a formal complaints procedure which we ask that you follow. For more information see your Tenants pack.

10.5 We do not have to consult you about increases or decreases to the rent or the service charge (paid by some tenants for their heating, fittings or services specific to where they live)
but we will tell you in writing at least four weeks before any rent change or any change to the service charges.

**Tenant’s rights**

10.6 **You have the right** to see information we have about you, your partner or your family. (In certain circumstances you will not be able to see everything, for example details about other tenants). You can get copies of the information but you may have to pay.

10.7 **You have the right** to start or join a local tenants’ group. You also have the right to join an existing tenant panel, group or forum or neighbourhood association. In addition you can apply to become a member of the existing tenants scrutiny group “The Corby Tenants Voice” Contact us for information about existing groups in your area or about how to start one.

In addition to formal groups the Council has Armchair Improvement group(s) and we will contact you if you have told us you would like to be involved.

10.8 **You have the right** to come to most Council committee meetings that decide how Council services are run and managed. Attendance as a member of the public to listen as a spectator is open to anyone. However if you intend to speak or interact there are protocols and procedures which must be followed by you. For more information contact the Councils Legal and Democratic Services Dept.

11. **MOVING TO ANOTHER COUNCIL HOME**

**Tenant’s Rights**

11.1 **You have the right** to apply (but this doesn’t mean you have the right to move) to another Council home. We will accept your application and only offer you a home if you meet certain conditions and you have a housing need which has been identified within the Council’s allocation policy and there are suitable properties which become vacant. You have the right to see our rules (known as the Council’s allocation policy) for deciding who gets offered an alternative Council home.

11.2 **You have the right** to “swap” your home (called an assignment by way of ‘exchange’ or Mutual Exchange) with another tenant of the Council, a housing association (RSL) or another Council. **Applicable to Secure Tenants only.**
**But you must get the Council’s agreement in writing first.** We cannot refuse permission unless:

- one of the homes would be overcrowded and the bed spaces available in the home you have or want to go to would not be sufficient; or
- the Council is in the process of taking legal action to get possession of the home of any of the tenants involved; or
- the exchange would mean that a home allocated only to elderly, adapted for disabled people would have no-one living there who needed the adaptation; or
- where there has been legal action taken and that action is still ongoing by the Council regarding anti social behaviour; or
- where there has been legal action taken by the Council regarding any other breach of the tenancy agreement and its still ongoing; or
• where there has been legal action taken by the Council regarding any account which is in arrears associated with your tenancy and it is still ongoing; or
• one of the homes would be obviously too large or too small for the new tenants needs

We may also set certain conditions that you must meet before the exchange can be approved and go ahead including:

• you must not owe any rent or other related account debts (unless you have been keeping to a rent arrears repayment agreement and your account(s) will be clear on the date the legal assignment takes place); and
• your property and garden must be in good condition; and
• if you have made improvements or alterations without our written agreement you must return the home to how it was before or seek retrospective permission for them on or before the date the legal assignment takes place

11.3 If you exchange without our written agreement we may consider it appropriate to ask you to return to your former home. If you refuse we will take legal action to evict you from the home you have taken up occupation of. You will not be able to return to your original home and will not be offered alternative housing. Exchanging with another tenant without landlord consent will result in you losing any security of tenure you are afforded under the terms of this agreement.

12. LEAVING YOUR HOME & ENDING YOUR TENANCY

Tenant’s responsibilities

12.1 You must inform us in writing at least four weeks before you want to permanently leave your home. This four-week ‘notice’ period must end on a Monday and you must return your keys to the Council on the day you leave. If you do not give this notice period you will be charged 4 weeks full rent in lieu of notice. All keys to the property must be handed in before 12 noon on the Monday when you have told us you intend to terminate the tenancy and vacate the property.

If you give notice and subsequently change your mind, CBC reserve the right to agree to you withdrawing your notice or continue with the expectation that you intended vacating.

Note: If we serve you with Notice of our intention to terminate your tenancy and you choose this as an option to end your tenancy, return your keys and vacate on or before the expiry date you must let us know before the date which would legally end you tenancy of your intention to vacate the property. If you do not do so we reserve the right to take legal action to repossess the property or impose the notice period required from you and any cost associated in doing this.

12.2 You must leave the property, the fixtures and any furnishings we have provided in good condition when you go. We expect the property to retain all its fixtures and fittings as was let you or which we have subsequently replaced, upgraded or replaced when you vacate the property. Do not leave any of your belongings behind. The Council will dispose of them and will not accept any liability for loss, damage or distress. The whole property, including its loft space, shed, garden and communal parts must be left free of all of your effects, possessions
and furniture. We also expect you to leave the property free from rubbish and be in a spotlessly clean condition. If you fail to do this you will be recharged for the costs we incur.

12.3 We also reserve the right to recover all reasonable costs we incur in decorating or compensating another tenant for decorating rooms you leave in an unsatisfactory decorative order.

12.4 You must pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear. We will recover all reasonable costs we incur in replacing or repairing any missing, abused, neglected or damaged fixtures and fittings.

12.5 We will also recover reasonable costs we incur for any alteration, addition or improvement you made whilst a tenant that does not comply with relevant regulations or codes of practice, or for which we have not given our written consent.

12.6 You must not leave anybody else living in your home when you move out. You cannot pass on your tenancy to anyone else unless it is by way of an ‘assignment’ (see section 5.3).

12.7 We have rules about who can have another Council home in the future. Examples of why we may not offer you another Council home include if:

- you are evicted
- you abandon your home (leave without giving notice and returning the keys)
- you leave your home owing rent (and without making an agreement to repay)
- you leave your home in poor condition without paying for repair or replacement of things we have to do to let it to someone else.

If you are joint tenants any one of you can end the tenancy by giving us four weeks’ notice. If only one signature is present on the notice to terminate, the Council will make every effort to ensure that both joint tenants are aware of the intention of the other. When the other joint tenant is unaware that notice to terminate the tenancy has been submitted CBC will decide if any of the other joint tenants can stay in the home.

13. COUNCIL POLICIES

Council policy may give more expressed rights than those set out in your Tenancy Agreement.

Council policy cannot remove any expressed rights set out in your Tenancy Agreement.

A copy of any relevant Council policy is available free of charge from Housing and Neighbourhood Services and can also be accessed on our website.

Under the Data Protection Act, you have the right to inspect and check details we hold about you on computer or on file. (There may be a charge for this.) The only exception to this is confidential information provided by third parties.

If you wish to see this information please make your request in writing to us. You will be asked to provide identification before you can see the information. This is to protect your
privacy. If you believe our information is incorrect you have the right to ask us to amend our files or record your disagreement.

14. DATA PROTECTION

What is the Data Protection Act?
The Data Protection Act 1998 (DPA) is the current UK legislation for the regulation of processing of personal information, including the obtaining, holding, use or disclosure of such information.

It defines a set of regulations, principles and guidelines the CBC must follow when handling your personal information.

The principles include such statements as:

- We must tell you how we may use your information
- We must give you access to the information we are holding (known as a Subject Access Request).

How CBC use your Personal Data
Personal data will be processed in accordance with the Data Protection Act 1998. In this respect the data controllers for your tenancy are CBC Housing and Neighbourhood Services.

During your tenancy we will collect and process information about you and members of your household for the following purposes:

- managing your tenancy and the CBC property it relates to,
- monitoring compliance with the terms of your tenancy agreement,
- delivering advice and support for special needs to you or any member of your household may have,
- conducting consultations or surveys in order to monitor and improve our services, and
- informing you about our services and performance.

Unless we specifically advise you otherwise, we will only collect and process personal information that we need in order to carry out these functions.

We will keep your personal information only as long as we need to, and will destroy it securely after a set period of time.

This personal information may be stored on our computer systems and/or a tenancy file. It is held securely and we have security measures in place to prevent it from being accessed by any unauthorised person.

From time to time we may need to provide third parties with personal information relating to you or members of your household or obtain personal information relating to you or members of your household from third parties. However, this will only be so that we can accomplish the purposes described above. We will not allow your personal data to be used for marketing
purposes. We may also disclose your personal details if required to do so by law or any Governmental body.

We try to deal with instances of rent arrears without the involvement of third parties. However, in cases of unresolved arrears and those where arrears remain outstanding after the termination of a tenancy agreement by either party, we may disclose personal details to tracing and or debt collection agencies.

How you can apply to see the Personal Data we hold about you?

There is a statutory charge of £10 for submitting a Subject Access Request and, by law, we have 40 calendar days in which to collect and deliver the information, subject to exemptions. You can apply by writing to us, calling or e-mail.

15. LEGAL STATEMENT

The tenant(s) hereby declares that the information given to CBC in pursuance of the formation of this agreement or otherwise is true to the best of the tenant(s) knowledge or belief. The tenant(s) acknowledges that any false information given as above will result in the tenancy being forfeited.

I / We confirm that I have read through the terms and conditions of this tenancy agreement and all of its terms have been explained to me and that I am are prepared to enter into the agreement on the terms specified.

I / We as applicants who will sign this agreement with CBC (the landlord) agree to abide by the conditions, responsibilities and obligations set out in this agreement.

Signed: (1) ___________________________ Date ____________

(2) ___________________________ Date ____________

Witnessed (Name) ___________________________ Date ____________

(Position) ___________________________
### 16. DECLARATION BY PROSPECTIVE NEW TENANT(S)

Housing Application Ref: 

<table>
<thead>
<tr>
<th>(1) Person(s) Requiring Accommodation</th>
<th>Date of Birth</th>
</tr>
</thead>
<tbody>
<tr>
<td>Applicant(s) Name</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1)</td>
</tr>
<tr>
<td></td>
<td>(2)</td>
</tr>
<tr>
<td>Names of Children</td>
<td></td>
</tr>
<tr>
<td></td>
<td>(1)</td>
</tr>
<tr>
<td></td>
<td>(2)</td>
</tr>
<tr>
<td></td>
<td>(3)</td>
</tr>
<tr>
<td></td>
<td>(4)</td>
</tr>
</tbody>
</table>

| (2) Current Address                  |               |

| (3) Are you a Owner/Joint Owner/Tenant/Leaseholder/Relative/Family Member/ Friend or Lodger at address in (2) |               |

| (4) Are you an Owner/Joint Owner/Tenant/Leaseholder of any other property? | Yes |
| (give address)                                                              |     |

I / We declare that the reason for requiring housing or re-housing still exists.

I / We hereby declare that I/we have notified CBC as a housing provider of all our current circumstances which may affect our application for accommodation and all changes in circumstances have been provided to the Housing Options Team and the Housing Officer who verified that my current housing need and priority is still current and correct.

I / We further declare that no person here requiring accommodation owns or has owned a property singly or jointly since registration of this application. I do not have access to another home which I could live in; neither do we rent a home to another which I could live in. We do rent a property from any other housing provider.

I / We understand that if we, or a person acting on my behalf, have knowingly withheld information or deliberately given false information in order to obtain a property to which we would not otherwise be entitled to be nominated for, allocated to, or occupy CBC will take action to recover any tenancy granted, under Ground 5 of Schedule 2 of the Housing Act 1985 and S146 of the Housing Act 1996. It is a criminal offence to obtain a property by deception or omission the Council may consider it appropriate to involve the relevant Authorities should it discover after granting this tenancy an offence has been committed under the terms of the Fraud Act 2006 as amended by the Social Housing Fraud Act 2013.

Signed: 

<table>
<thead>
<tr>
<th>(1)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>(2)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Witnessed (CBC Officer Name) 

Signature (CBC Officer) 

<table>
<thead>
<tr>
<th>(Position)</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

May 2017
17. DISCLAIMER – Smoke alarm(s)

1. The Council has installed smoke alarm equipment in your property and it will be your responsibility to ensure that it is satisfactorily maintained.

2. The Council in installing the equipment does not give any representation concerning the condition, performance, or qualities of the equipment or with or subject to any condition or warranty express or to be implied by statute, common law or otherwise and any representation as to suitability or fitness of the equipment for a particular purpose or any purpose is excluded.

3. The Council shall not be liable to any person who accepts the installation of any equipment in contract or in tort for loss, injury or damage arising by reason of any defects in the equipment, whether such defects are latent or apparent on examination or for your failure to satisfactorily maintain the equipment.

I / We have read and understood the above disclaimer

Signed: (1) ___________________________ Date ________________

(2) ___________________________ Date ________________

18. Keys Issued

I / We acknowledge receipt of _____ total keys for the property and agree to return all keys when the tenancy ends.

<table>
<thead>
<tr>
<th>Key Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Front Door</td>
</tr>
<tr>
<td>Rear Door</td>
</tr>
<tr>
<td>Side Door</td>
</tr>
<tr>
<td>Patio/ French or Combination door</td>
</tr>
<tr>
<td>Window lock keys</td>
</tr>
<tr>
<td>Integral/attached Garage door key</td>
</tr>
<tr>
<td>Communal Entrance Door</td>
</tr>
<tr>
<td>Shed Door</td>
</tr>
<tr>
<td>Bin store Door</td>
</tr>
<tr>
<td>Drying area Door</td>
</tr>
<tr>
<td>Communal garden/outside space lock</td>
</tr>
<tr>
<td>Others – please note</td>
</tr>
</tbody>
</table>
## 19. SIGN UP CHECKLIST

<table>
<thead>
<tr>
<th>Task</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Statement of tenancy – explained, understood, signed and dated</td>
<td></td>
</tr>
<tr>
<td>Smoke alarm declaration form signed and dated</td>
<td></td>
</tr>
<tr>
<td>Declaration of any change in circumstances - signed and dated</td>
<td></td>
</tr>
<tr>
<td>Advice given on where to report repairs</td>
<td></td>
</tr>
<tr>
<td>Advice given on where to pay rent and Council tax</td>
<td></td>
</tr>
<tr>
<td>Information given about the local Neighborhood Association/ Tenants Panel</td>
<td></td>
</tr>
<tr>
<td>Tenants Handbook/Pack issued</td>
<td></td>
</tr>
<tr>
<td>Advice given on asbestos - leaflet issued</td>
<td></td>
</tr>
<tr>
<td>Payment Card /Payment Reference number issued</td>
<td></td>
</tr>
<tr>
<td>All keys to the property issued - Total=</td>
<td></td>
</tr>
<tr>
<td>A copy of property inspection report issued</td>
<td></td>
</tr>
<tr>
<td>Council Tax/Housing Benefit assistance with form if required, or form issued</td>
<td></td>
</tr>
<tr>
<td>Vitalink and Garden Service advice and form(s) completed (if necessary)</td>
<td></td>
</tr>
<tr>
<td>Decoration voucher issued (if applicable)</td>
<td></td>
</tr>
<tr>
<td>Arrangements to be made to refill domestic and central heating systems</td>
<td></td>
</tr>
<tr>
<td>Arrangements to be made to remove any boards</td>
<td></td>
</tr>
<tr>
<td>Termination form completed (Transfers only)</td>
<td></td>
</tr>
<tr>
<td>Advised of responsibility to contact the Utility service providers</td>
<td></td>
</tr>
<tr>
<td>e.g. gas, water and electric companies</td>
<td></td>
</tr>
</tbody>
</table>

* 48 hours notice required

I / We confirm that the above checklist has been completed and all appropriate paperwork as listed above has been issued/received

Signed:  
(1) [Name]  
Date [Date]  

(2) [Name]  
Date [Date]  

Witnessed (Name)  
[Name]  
Date [Date]  

(Position)  
[Position]