



SECURE TENANCY AGREEMENT

Central Bedfordshire Council

This is the weekly tenancy agreement between us (Central Bedfordshire Council) and you, (the tenant). It sets out your and our rights and responsibilities, including those relating to repairing and decorating the property, repairing various installations, paying your rent and ending the tenancy. We recommend that you read this agreement carefully before accepting the tenancy.

We are granting this tenancy on the condition that you have not made any false statements to obtain it. If we find that you have made any false statements we may seek a court order for possession, under the Housing Act 1985 Section 2 Ground 5.

Under this tenancy agreement, we will let the following property as a secure tenancy.

Address of property: _____

To the secure tenant (s): _____

Date the tenancy will start: Monday _____

The rent is _____ each week. This is made up as follows:

Basic rent: _____

Service charge: _____

Heating charge: _____

Other charges: _____

Total: £ _____

Signature of tenant(s): _____

Signature of officer witnessing: _____

Date this agreement signed: _____

INTRODUCTION

When you sign this tenancy agreement you have entered into a legal contract with us. Both you and we have certain rights and responsibilities, which we both must keep to. This agreement sets out those rights and responsibilities and explains what may happen if either side breaks the agreement.

Joint tenancies

If you have a joint tenancy (where more than one person is the tenant) this agreement applies to all of you. You are all jointly and individually responsible for all parts of this agreement.

Secure tenancy

This agreement gives you a secure tenancy. This means that you are a secure tenant as long as you, or one of you (in the case of joint tenants) lives in the property as your only or main home.

It also means that we cannot interfere with your right to live in the property except under the circumstances provided by law.

We cannot make you move out of the property unless we have a court order. We will give you notice that we intend to apply for a court order.

This agreement aims to protect you, your family, the property and other people from anti-social behaviour. It says you must not harass or cause a nuisance to anybody in your neighbourhood, or our employees, or our representatives.

It also says that you, as the tenant, are responsible for the behaviour of any person living at or visiting your home.

The weekly rent you pay includes any heating or other charges that will have been detailed in the letter that offered you your tenancy. The weekly rent is due in advance each Monday.

(A)

GENERAL CONDITIONS OF TENANCY

1. Notices served by us

If we serve a notice on you it will be considered to have been properly served if addressed to you at the property and either delivered to the property or sent to you by pre-paid post, or in any manner allowed by Section 196, Law of Property Act 1925.

2. Notices served by you

If you serve a notice on us it will be deemed to have been served properly, if posted and addressed to the

Director

**Adult Care, Health & Housing
Central Bedfordshire Council,
Council Offices,
High Street North, Dunstable,
Bedfordshire,
LU6 1LF.**

3. Changes in the rent, other charges and services

We may change the rent and other charges, by giving you at least 28 days notice in writing, to end on a Monday. We may also vary other terms of the tenancy, provide or withdraw services, or start to charge for a service. However, before we do so, we will ask for your views and take these into account in accordance with any statutory procedures.

4. Housing Benefit

Housing Benefit is your responsibility to obtain, although we will provide assistance with any claim you may be entitled to make. If entitled to Housing Benefit, this will be paid direct to your rent account. Should your circumstances change you must inform the Housing Benefit service.

(B)

OUR RESPONSIBILITIES

1. Your right to live in the property

We will not interfere with your peaceful and quiet enjoyment of your property unless we need access for any of the following reasons:

- We need to check the condition of the property, do improvements or repairs to the property, or service apparatus or any other works to your property or adjoining property
- You fail to comply with the conditions of tenancy-your responsibilities
- A court has ended your tenancy
- To meet legal obligations such as our obligation to inspect gas appliances.

If you do not respond to our requests to visit your home to inspect or service gas appliances to comply with our obligations under the Gas Safety (installations & use) Regulations 1998, we may get a warrant to enter your home. We will give you at least 24 hours notice before this happens, and we may charge you for getting into your property. We need to enter your home to make sure your appliances are safe.

2. Repairing and maintaining the structure of the property

We will keep the structure of the property in good repair, including communal areas, and any installations within the property for:

- Room heating
- Water heating
- The removal of sewerage and waste (including basins, sinks, baths and toilets)
- Supplying water, gas and electricity
- Lift services.

3. Period for repairs

We will carry out any repairs, which are our responsibility within a reasonable period of time, depending on how urgent the repair is. We can tell you what priority a repair is, when you report it to us, or to our representative.

4. Decorating the outside of the property

We will decorate the outside of your home and any shared areas inside the building on a regular basis. If you want to decorate the outside of your home, you must get our written permission beforehand.

5. Start of your tenancy

We will ensure that the property is in a reasonable state of repair at the start of your tenancy, in line with the current lettings standard.

6. Disruption of heating and water supply

Where there is a charge with your rent (district heating charge) we will refund the charge for the heating and hot water system in your property, if the whole system does not work for more than one week. The refund will only be made in respect of the period of disruption.

7. Cleaning of communal areas

Where we provide a cleaning service, we will clean on a regular basis the halls, stairways, drying and communal areas, and the costs of this will be recovered through service charges.

8. Insurance of the building

We will insure the structure of the property, including our fixtures and fittings. However, it is your responsibility to arrange your own contents insurance for your own fixtures and fittings, personal property and any other things that you own. We recommend that you arrange contents insurance cover.

9. Gardening service for communal areas

We will maintain communal gardens on a regular basis.

10. Consultation on planned works

If we intend to carry out some works to your home or block, we will let you know what we are planning to do, and give you the opportunity to let us have your views on the work. If possible, you will also be able to express a choice over what work is carried out.

(C)

YOUR RESPONSIBILITIES

1. Paying the rent

You must pay your rent and other charges as shown on your rent notification, every week for the week ahead. The rent is due in advance every Monday. You can pay your rent at any other interval to which we agree. However we will only agree to other arrangements if you ensure that payments are made in advance. If, for example, you wish to pay your rent on a monthly basis through the bank, your balance on your account should be clear at the end of each month.

If you do not pay your rent you are at risk of ultimately losing your home.

Employees have a procedure to follow to recover rent arrears, as we need rental income to continue to provide services and repair your home.

2. Living in the property

You must use the property as your only or main home. If you intend to take a long holiday away from home you should let us know in advance and make sure that

you take any necessary precautions to ensure the property is secure and the rent is paid.

3. Subletting

You must not sublet, or give possession of part of the property to any one else, unless we have given our written permission beforehand. You must also not exchange the property with any one else, unless we have given our permission. Permission will not be unreasonably withheld.

4. Your behaviour

You are responsible for the behaviour of all people who live in the property, including children, and any visitors to the property. You must take all reasonable steps to prevent anyone who lives in, or visits the property from doing anything which causes, or is likely to cause a nuisance or annoyance to anyone living in, or visiting the area.

We class anti-social behaviour as "behaviour causing disturbance, distress, harm or fear which has a significant effect on people's lifestyles or routines. Persistence, intensity and the numbers being involved are relevant factors. The behaviour need not be a breach of the criminal law."

Your tenancy may be at risk, if you, or any person living with you or visiting you, for example:

- Cause persistent noise nuisance, including making unnecessary or excessive noise, arguing and slamming doors
- Use aggressive and intimidating language and behaviour
- Are violent, or threaten violence
- Damage, or threaten to damage, someone else's property
- Harass or abuse in any way, a neighbour, or anyone else living nearby because of their age, sex, race, sexual orientation, and mental or physical disability.

We have a comprehensive anti social behaviour policy and procedure for employees to follow.

5. Domestic violence

Your tenancy may be at risk if:

- You carry out acts or threats of domestic violence against your partner or anyone else living in the property.
- You cause anyone who is part of your household to leave your home because of acts or threats of domestic violence.

You must make sure that no person either living in, or visiting your home, uses, or threatens to use, emotional or sexual abuse, or violence on any member of your household.

We have a domestic violence policy, and if we were to take possession action against you, we do not need to rely on a criminal charge.

6. Use of the property

You must make sure that the property is not used for any illegal purposes.

Your tenancy may be at risk, if, for example:

- The property is used in connection with possession, using, supplying or dealing in illegal drugs or substances

- The property is used for storing or handling stolen goods, or for keeping illegal or unlicensed firearms or weapons
- You, or anyone living with you, or any visitor to the property, is convicted of an arrestable offence, (for example theft, burglary, or criminal damage), committed in the area of the property.

7. Damage to the property

You must make sure that neither you, nor anyone living with you or visiting the property, misuses, damages, vandalises or removes any part of the property, any neighbouring property, any shared area, or any other property belonging to us.

You will be responsible for the payment of any costs that we incur if we have to carry out any repairs that you are responsible for, but have failed to do.

You may also be charged an administration fee as well as the repair costs.

8. Repairs that are your responsibility

You should keep the interior of the property in a reasonable state of decoration, cleanliness and repair. You must also take all reasonable steps to protect the property and the fixtures and fittings from damage by water, fire and frost, particularly if you are away from the property for an extended period.

You must not allow dirt, rubbish or other harmful substances to be put into the pipes of the property.

You must take care of the property and its fixtures and fittings, which are tenants' responsibility. We will, upon request, be able to tell you what repairs are your responsibility. They are referred to in the Tenants' Handbook.

9. Reporting repairs

You should report promptly to us, or our representative, any repairs that need doing to the structure or the outside of the property, or any of the fixtures and fittings that we are responsible for maintaining.

All repairs are prioritised so that urgent repairs are carried out first. More details are in the Tenants' Handbook.

10. Altering, improving or making additions to the property

You must get our written approval before carrying out any alterations or improvements to the property. You also need permission to erect a shed, garage or porch. We will not unreasonably withhold consent. A suitably qualified and registered contractor must carry out any work to gas or electrical installations.

We may also ask you to reinstate any works before you leave the property.

You are responsible for getting any planning permission needed, and for meeting all Building and Statutory regulations, for example Party Wall Act 1996 obligations.

You are responsible for the repair, maintenance and renewal if necessary, of any improvement that you make to the property.

11. Keeping animals

You are not allowed to keep any wild /farm animal at the property.

However, we have no objection to you keeping domestic animals such as:

- Cats or dogs
- Small caged birds, for example budgerigars or canaries
- Small caged animals, for example hamsters, guinea pigs
- Aquarium fish.

We do not allow:

- Dogs that are described in Section 1 of the Dangerous Dogs Act 1991
- Any animal described in the Dangerous Wild Animals Act 1976

You must not keep any animal anywhere other than within your own property, and you are responsible for supervising and controlling your animals. If an animal causes a nuisance to neighbours we may ask you to get rid of the animal. They must not be allowed to foul shared areas, or be left tied up in shared areas such as a garden.

You need our permission to keep an animal on your property if you only have a shared access into the property, and/or you live in sheltered accommodation.

You also need our permission if you wish to keep more than two normal domestic animals.

12. Gardens

You must keep the garden, hedges, yard, path and open spaces within the boundary of your property clean, tidy and clear of rubbish.

You must also ensure that any trees, shrubs, plants etc, within your garden are properly maintained to an acceptable standard, so they do not cause a nuisance to others.

If we have to remove waste from your garden, we will recharge you the costs of removal, together with additional costs for the administration.

We are only responsible for trees in communal gardens or on open spaces. Trees within your own garden are your responsibility to maintain. We may, however, be able to help and advise you about your responsibilities for maintaining trees, in line with the Council's policy on maintaining trees.

13. Parking

You must not park, ride or drive any vehicle on any footpath, grassed area, grass verge or any other open space other than a highway.

If you want to park your vehicle within the boundary of the property, you will need a properly constructed hardstanding, vehicle access and a dropped kerb. You will need our written permission to do this.

You must not park or permit any vehicle other than a private motorcar, motorcycle or small van on the property.

You must not repair other vehicles for payment at the property, surrounding area, shared grounds or in a designated parking area. You may do minor repairs or work to your own vehicle or to a vehicle belonging to a member of your household, as long as you only work on one vehicle at a time.

You must not cause a nuisance to your neighbours, for example, by causing oil spills or making an unreasonable amount of noise.

No motorcycle/vehicle must be kept inside the property or in any indoor shared area, entrance hall or landing.

You must not park or allow anyone to park any heavy trade or commercial vehicle on the property or in the area for long or regular periods of time. This also includes allocated parking areas and estate roads.

You must not park any vehicle which is untaxed, unroadworthy, or in need of repair, anywhere other than within the boundary of your property.

14. Properties with shared areas

You must keep all shared areas, entrances, stairs and landings clear, tidy and free of litter and obstructions.

You must use the bins provided to dispose of refuse, and use the door entry systems properly. The doors should not be left open for others, and you should not let unknown visitors into the block. The doors are provided for the security of all residents. If you lose any keys, and ask for a replacement, you will be responsible for the costs of replacement.

You are responsible for ensuring that anyone who lives with you, or visits you, does not use a play area, amenity area, or open space in a manner that is likely to cause a nuisance to others.

15. Dangerous materials

You must not keep or use bottles of paraffin, gas, petrol, or any other dangerous, explosive, or flammable material (except for normal domestic use). No materials should be stored in any indoor-shared area, entrance hall, stairway or landing.

16. Businesses

You must not carry out any business from the property, without our written permission. You must not sell, hire or exhibit goods or advertisements without our permission. You must also obtain any additional statutory consents which may be required.

If permission is given, but you then cause a nuisance to others, we will withdraw our permission.

17. Access to carry out services to equipment and apparatus

You must allow any person or company authorised by us, to enter the property at all reasonable hours of the day, to provide, repair, service or carry out other works that are our responsibility, particularly in respect of our obligations under the Gas Safety (installations & use) Regulations 1998.

(We may need immediate entry, in the event of an emergency)

18. Adjoining properties

You must allow owners or lessees of adjoining properties to enter your garden, after reasonable notice has been given for them to carry out work to their own property, where access is needed through yours.

19. Ending the tenancy

You must give us four weeks written notice ending on a Monday to end your tenancy. The keys must be handed into our office by 10am on the Monday. We may allow less than four weeks notice, but this must be agreed beforehand with us. You must ensure that the rent is paid up until the day that you must return the keys by.

20. Moving out

You, and everyone else in the property must leave the property when you end the tenancy. All the keys to the property should be returned to us. All furniture, carpets, personal possessions and rubbish should be removed. The property and its fixtures and fittings should be left in good condition.

We are not responsible for anything left in or on the property, sheds, loft, garden and garage when you move out.

The costs of removing any of your belongings, changing locks, or repairing any damage which is your responsibility, will be charged to you, together with additional costs for administration and VAT.

You must provide a forwarding address for us when you leave. If you do not provide a forwarding address, and we need to contact you about any unpaid rent, or other debts, we will contact other local authorities and agencies for your new address.

If you end your tenancy owing us any unpaid rent, we may refer your debt to a debt collection agency for them to collect on our behalf.

We may also tell utility companies the names of new tenants, to ensure that any utility charges are directed to the right person.

21. Overcrowding

You must not allow your property to become overcrowded. If you allow too many people in the property your tenancy could be at risk. The amount of sleeping space available, the number of people living in the property, and their age determine overcrowding. Section 324 of the Housing Act 1985 includes the details.

We will be able to advise you if you need further information.

(D)

YOUR RIGHTS

1. Your right to live in the property

You have the right to live in the property without any interference by us, except if we need to get into the property for an emergency, or the court allows us, or as part of any other rights we have within this agreement.

2. Your right to security of tenure

You are a secure tenant as long as you or one of you (in the case of joint tenants) lives in the property as your only or main home. Your tenancy is weekly from Monday to Monday.

3. Ending the tenancy through the court

You have the right to remain in the property unless the court orders you to leave. We will give you at least four weeks notice that we intend to apply for a court order to repossess your property. We can only apply to the court on one or more of the grounds listed in Schedule 2 of the Housing Act 1985. If we serve a notice on you, it will specify the ground or grounds and give you the reason why we have done so.

4. Your right to assign the tenancy

You may assign your tenancy to another member of your family, if the property is their own or main home,

and it is permitted under the provisions of the Housing Act 1985, and the Civil Partnership Act 2004, or a court order has been made under section 24 of the Matrimonial Causes Act 1973.

5. The right to succession

If you die your tenancy may pass to someone else, if they are entitled to succeed to the tenancy under the provisions of the Housing Act 1985 and the Civil Partnership Act 2004.

6. Your right to exchange

You may exchange the property with that of another secure council tenant or with an assured tenant of certain other landlords. You must get our written permission first. We may refuse an exchange if you or the person you want to exchange with do not meet certain conditions.

7. Your right to take in lodgers or sublet

If you want anyone to lodge in the property with you, you can do so without our permission as long as this does not make the property overcrowded.

You may sublet, or let someone else have part of the property, if you get our written permission. You may not sublet all of the property.

8. Your right to make improvements

You are allowed to improve the property by:

- Decorating the outside
- Altering or adding to the structure
- Altering or adding to any fixture, fitting or services.

You must get our written permission before carrying out any improvements, and consent will not be unreasonably withheld. When doing the work, you must use good quality materials and do the job properly. You must also make sure that all gas and electrical work carried out at the property is done by a qualified and competent contractor. You must tell us when the work is done so that we can keep a record of it and inspect it.

You are responsible for repairing and maintaining all improvements, fixtures and fittings that you install in the property. We will give you advice on any work you want to carry out at the time you ask us for permission.

Any improvements you make or items you install could become our property when you move out. If you take them with you when you move, you must put the property back to the way it was before you improved it. If you don't we will charge you for work we will have to carry out, together with an administration charge plus VAT.

You must make sure that before starting any work, that you get all the approvals and permissions you need under the Town and Country Planning Act 1990 and under any current building regulations if necessary.

9. Your right to compensation for improvements

At the time that your tenancy comes to an end, you may receive compensation for certain improvements that you may have made to your property, provided that you claim between 28 days before the end of your tenancy and 14 days afterwards. You must also have retained all receipts. There are certain other conditions that may apply, as provided for under the Leasehold Reform Housing and Urban Development Act 1993. We will be able to advise you.

10. Your right to repair

You have the right to have certain minor repairs to the property done when you ask, and to get compensation if they are not done within a certain time, but you must follow a set procedure as provided for under the Leasehold Reform Housing and Urban Development Act 1993. We will be able to advise you if you need further information.

11. Your right to buy

If you have been a tenant of a council or housing association property for two years or more, you may have the right to buy your home. However, if you only became a tenant after 18th January 2005, you will need to have been a tenant for more than 5 years.

If you submit an application to buy your property, we will only carry out health and safety repairs while the application remains in force. No planned improvement works will be carried out.

Some properties particularly suitable for elderly or physically disabled persons are subject to certain restrictions.

12. Your right to manage

You have a legal right to set up a tenant management organisation (TMO) or Tenant Management Co-op (TMC) and take over the management of some or all housing management functions, subject to meeting certain conditions, a ballot of tenants, and with our consent.

13. Your right to be consulted

You have the right to be consulted by us on housing management matters, which substantially affect council tenancies and estates. We will take your comments into account when making a decision. We will also consider the views of tenants associations and representative groups.

Housing management means anything that concerns managing, maintaining, improving, demolishing, selling or transferring properties that we let, or the services or facilities that we provide to those properties. It does not include rent or any other charges.

14. Your right to information

You have the right to be given a summary of the current rules on our allocation policy. You can also ask for a copy of the full allocations policy, although we may ask you to pay for this.

You also have the right to see personal details that are held on your file, as permitted by the Data Protection Act 1998. You must put your request in writing, and there is a charge for this.

Central Bedfordshire Council is registered under the Data Protection Act 1998 for the purpose of processing data in the performance of its legitimate business. Any information held by us will be processed in compliance with the eight principles of the Act.

"This authority is under a duty to protect the public fund it administers, and to this end may use the information you have provided on this form within this authority for the collection of funds and prevention and detection of fraud. It may also share this information with other bodies administering public funds solely for these purposes."