



**Final version**

**TENANCY AGREEMENT FOR A COUNCIL HOUSE**

**The address of the property covered by this agreement is:**

.....

DRAFT

# TENANCY AGREEMENT

## Part 1: INTRODUCTION

### 1.1 General Information to Introductory Tenants

This tenancy agreement is a legal contract. It sets out the responsibilities you have as a tenant and the responsibilities of Nottingham City Council, the landlord.

This tenancy agreement is used for:

- an Introductory Tenancy,
- a Secure Tenancy, and
- a Demoted Tenancy.

Unless you are transferring from a secure tenancy or an assured non-shorthold tenancy with a registered social landlord which has lasted for more than 12 months, you will start as an **'introductory tenant'**

If you are an Introductory Tenant, your tenancy will last for one year unless you were an assured shorthold tenant of a registered social landlord, or an introductory tenant of another property immediately before commencing this tenancy. If this is the case your time in these tenancies will count towards your introductory tenancy period and we will tell you the length of your introductory tenancy.

Your introductory tenancy will automatically become a Secure Tenancy after one year unless you breach any of the conditions of the agreement during that period. If you do breach the conditions we may serve you with a notice to extend the Introductory Tenancy period by 6 months or if the breach is serious, to end the tenancy altogether. As an introductory Tenant you will have far more limited rights and if there are problems it is easier to evict you. Before taking either of these actions we will serve you with a formal notice giving our reasons.

In the event of us taking action to extend or end your introductory tenancy you will usually have the opportunity to

- Discuss matters with your Housing Patch Manager or an officer from Nottingham City Homes' Central Rents Team
- Put things right in some cases [for example, make realistic arrangements to pay off rent arrears or to stop behaviour that causes nuisance or annoyance to neighbours].

In any event you will always have the right to ask for a review of the decision to serve you with a notice.

### 1.2 Review

If the Council indicates it wants to end your Introductory Tenancy by serving you with a notice of proceedings for possession of an Introductory Tenancy you have the legal right to ask for a review of that decision

If a decision is made to extend your introductory tenancy by 6 months, a notice of extension will be served and you have the legal right to ask for a review of that decision.

You must ask for this in writing within 14-days of being served with the notice of possession for proceedings of an introductory tenancy or notice of extension.

To ask for a review you should write to Nottingham City Homes Ltd, Central Rents Team, the Guildhall, Nottingham NG1 2DE.

Nottingham City Homes will carry out a review of the decision.

If your application for a review of the decision to serve a notice of possession proceedings for introductory tenancy is not successful, Nottingham City Council can apply to the Court for an order to evict you.

If your application for a review of the decision to serve a notice of extension is not successful, Nottingham City Homes will extend your introductory tenancy for 6 months from the date of the expiry of the original introductory tenancy.

It is in your best interests to seek independent legal advice as soon as you receive either a Notice of Possession Proceedings for Introductory Tenancy or a Notice of Extension.

### **1.3 Information to Secure Tenants**

It is your right to have exclusive use of your secure tenancy. If the Council wants to evict you it must prove there are grounds for possession to a court and the court grant an order for possession. An alternative course of action to seeking possession is to apply for a demotion order. The Council can only apply for a demotion order where you or anyone living in or visiting your home are in breach of the agreement through antisocial behaviour or by using the tenancy unlawfully or threatening to use it unlawfully, then the Council may have the tenancy demoted by an order of court.

As a Secure Tenant you will have a number of rights not available to Introductory Tenants [see Part 2]

### **1.4 General Information to former Secure Tenants whose tenancy is demoted.**

A Demoted Tenancy will last for a period of 12 months but may be extended if a Notice of Intention to Seek Possession is served in that period. A Demoted Tenant has more limited rights, similar to those of an Introductory Tenancy and if there are any problems with the conduct of your Demoted Tenancy it is easier for us then to evict you than if you are a secure tenant. As a demoted tenant you will not have the right to:

- Exercise the right to buy your property
- Sublet part of the property or take in a lodger
- Exchange your tenancy
- Improve or alter your property, or seek compensation for improvements
- Assign the tenancy [subject to certain exceptions]

Besides these five exceptions, once the tenancy is demoted all other terms and conditions apply unless the Court orders otherwise. If you do not cause any further nuisance or breach the tenancy another way, you will automatically become a secure tenant again after twelve months.

**1.5 Further advice before signing the tenancy agreement**

If you require any further advice please ask at the local housing office where you are due to sign the tenancy agreement before signing or alternatively there are a number of advice centres and solicitors in Nottingham who can give you independent advice about your rights and responsibilities

**1.6 Specific information for introductory tenants**

Is this an Introductory Tenancy?  Yes  No

As an Introductory Tenant you have fewer rights than a secure tenant for example you cannot:

- Apply for the right to buy your home
- Sub-let part [or all] of your home or take in a lodger
- Apply to exchange your tenancy

**1.7 PARTIES AND DATES**

This is a Tenancy Agreement between Nottingham City Council and you, the tenant:

**Tenant[s]**

	First name	Last name	Date of Birth
1.			
2.			
3.			

The people who will normally live with you		
Name	Relationship to you	Date of Birth

The property .....

Start of tenancy a weekly tenancy beginning on .....

Rent £ ....., the full rent payable per week, due Monday of each week

Full rent includes

- House /flat rent =
- Supporting people =
- Alarm equipment =
- Heating =

Caretaking	=
Insurance	=
Total Rent Payable	=

You may be entitled to Housing Benefit, Council Tax Benefit and / or Supporting People Grant to help you with your payments.

## 1.8 GENERAL DEFINITIONS

- 1) Nottingham City Council – the landlord
- 2) Nottingham City Homes – the managing agent responsible for managing the properties of Nottingham City Council
- 3) Tenant - in a joint tenancy the word ‘tenant’ or ‘you’ means each of the tenants. Your obligations and liabilities apply to each tenant and to all tenants.
- 4) Communal areas – in flats this means stairs, lifts, landings, foyers or entrance halls, roofs, paved areas, gardens and parking bays
- 5) Neighbour – a child or person living in or working in the locality or neighbourhood of the premises or communal area
- 6) Household – any person living at the property
- 7) Overcrowding - you must not intentionally cause overcrowding or exceed the permitted number of people [called ‘units’] for your property.
  - a) Children up to 1 year = nil units
  - b) Children between 1-10 years = 0.5 units
  - c) Anyone over 10 years of age = 1 unit per person
- 8) Nuisance may be, but is not limited to the following: - playing loud music, loud arguments and /or fighting, rubbish dumping, slamming doors, throwing things out of windows, allowing your dog to bark persistently, not keeping your pets under control
- 9) Guide or assistance dogs – will be dogs specially trained to assist you with a disability.

## PART 2 YOUR RIGHTS AS A TENANT

### 2.1 Right to live in your home without interference so long as:

- 1) You do not break any of the conditions of the agreement and do not breach any of the statutory grounds for possession in the Housing Acts 1985 and 1996 or any future law
- 2) You occupy the premises as your only or main home
- 3) If you are joint tenants at least one of you must live in the premises as your only or main home. If you fail to do so your tenancy will cease to be secure or introductory and we will serve you with a notice to quit to end your tenancy
- 4) If you are joint tenants and one of you wants to give up the tenancy there is a requirement to serve a notice to quit. The effect of this is that the tenancy will come to an end. However, we may be willing to give the remaining former tenant[s] a new tenancy for the premises.
- 5) If you intend to be away from your home for a period longer than 28 days you must inform us in writing before you go. You must provide a forwarding address and telephone number and/ or the contact details of someone we may contact in an emergency. This is important because if you fail to inform us and your

- 6) home lies empty we may conclude you have stopped using it as your only or main home and serve a notice to quit.

## **2.2 Right to succession – death of the tenant**

**Secure tenants** - if you have a joint tenancy, the surviving tenant will automatically take over the tenancy upon the death of the other joint tenant. The surviving tenant will be the successor and there will be no further right to succeed as succession can only happen once.

If you are a sole tenant who has not succeeded to the tenancy, then your tenancy can be passed on to your spouse or civil partner as long as they are living with you when you die. If there is no spouse or civil partner then certain members of your family may succeed to the tenancy if you die, providing they have lived with you for 12 months ending at your death.

**Introductory tenants** – if you have a joint tenancy, the surviving tenant will automatically take over the tenancy upon the death of the other joint tenant. The surviving tenant will be the successor and there will be no further right to succeed as succession can only happen once.

If you are the sole tenant who has not succeeded to the tenancy, then your tenancy can be passed on to your spouse or civil partner as long as they are living with you when you die. If there is no spouse or civil partner then certain members of your family may succeed to the tenancy, provided they have lived with you 12 months ending at your death.

Provided there are no steps taken to end your tenancy, then it will become a secure tenancy on the date it was originally to have become secure for the deceased tenant.

**Demoted tenants** – if you have a joint tenancy, the surviving tenant will automatically take over the tenancy upon the death of the other joint tenant. The surviving tenant will be a successor and there will be no further right to succeed as succession can only happen once.

If you are a sole tenant who has not succeeded to the tenancy then the tenancy can be passed to your spouse, civil partner or partner, provided they have been living with you for at least 12 months at your death.

If you do not have a spouse or a civil partner, then the tenancy can be passed on to a member of your family provided they have been living with you for at least 12 months at your death.

Provided there are no steps taken to end the tenancy then it will become a secure tenancy at the end of the demotion period.

## 2.3 Assignment of tenancy

**Secure tenants** – a secure tenancy is capable of being passed on by you to another person in the following circumstances:

- 1) by mutual exchange
- 2) under certain court orders made under family law or civil partnership law
- 3) to a person entitled to succeed to the tenancy should you die, provided that you have asked permission of Nottingham City council through its agents Nottingham City Homes, which will not be unreasonably withheld.

**Introductory tenants** – an introductory tenancy is capable of being passed on by you to another person in the following circumstances:

- 1) under certain court orders made under family law or civil partnership law
- 2) to a person entitled to succeed to the tenancy should you die, provided that you have asked the permission of Nottingham City council through its agents Nottingham City Homes, which will not be unreasonably withheld

**Demoted tenants** – a demoted tenancy is capable of being passed on by you to another person in the following circumstances:

- 1) under certain court orders made under family law or civil partnership law

**2.4 Subletting and lodgers [secure tenants only]** – you may, having obtained written permission, sublet part of the property if this does not cause your home to become overcrowded. You may sub-let part of the property; but **you must not sublet the whole property** as this invalidates your secure tenancy. You may take in lodgers but we ask you to obtain written permission. If you take in a lodger or sub-let part of the property this may affect any housing benefit you are entitled to. Please make sure you ask for permission and let the housing office have a passport sized photograph of the lodger[s] over 16 years, for our tenancy files.

**2.5 Improvements and alterations to your home [secure tenants only]** – you may carry out various alterations and improvements to your home but you must first get our written permission. We will not unreasonably withhold permission but you might also need other permissions e.g. planning permission and /or building regulation approval and/or appropriate certificates from a suitably qualified person. Any work must be done satisfactorily. At the end of your tenancy you may be required to produce the relevant permissions and/or certificates. The improvements and alterations will normally become our property when the tenancy ends. If there are any unauthorised alterations we may remove them when the tenancy ends and charge you for any costs incurred.

Where a mutual exchange has taken place you take responsibility for any fixtures and fittings put in by the previous tenant unless we have agreed otherwise.

**2.6 Right to compensation** – at the end of the tenancy you have the right to claim compensation from us for certain kinds of improvements that were started after 1<sup>st</sup> April 1994. There is however a limited time to make an application. Applications can only be made between the date you hand in the Notice to Quit and up to 14-days after the end of the tenancy.

**2.7 Buying your home** – You have the right to buy your home subject to certain restrictions. If your tenancy started before 18<sup>th</sup> January 2005 you will qualify after 2

years; but if your tenancy started after that date you have the right to buy your home after 5 years. Certain properties, such as sheltered housing, are excluded from the right to buy.

You will not be able to apply to buy your home if you are an Introductory Tenant, though the 12-month period will count toward the qualifying period.

A Demoted Tenancy is not eligible for the Right to Buy scheme and any period as a Demoted Tenant will not count toward the qualifying period.

We may apply to the court to suspend any application you make to exercise the Right to Buy if you, or those for whom you are responsible under this agreement, having caused nuisance/behaved antisocially or has used or threaten to use the premises for unlawful purposes. Nor is Nottingham City Council obliged to complete the Right to Buy transaction where an application for a demotion order or a Ground 2 possession order based on nuisance is pending.

## **PART 3: WHAT YOU MUST DO AS A TENANT**

**3.1 Paying your rent** – each week, you must pay all the rent and charges due on your home. Payment is due Monday of each week. Rent payments can be made either monthly or 4-weekly by prior arrangement. Also you must pay off any rent and charges relating to any former tenancies held with us. This should be done by keeping to any repayment agreements you have made or any court orders that exist.

If you are joint tenants you are [all] responsible, individually and together, for keeping to all of the conditions of the agreement. This includes paying your rent.

**3.2 Changes to the rent** – we can change the rent and any of the other charges for your home, but before doing so we will give you at least 4 weeks notice in writing. Normally a variation will occur at the start of each financial year [April].

**3.3 Claiming Housing Benefit or Council Tax Benefit** – if you claim either Housing Benefit or Council Tax Benefit you must notify Nottingham City Council's Benefit Section immediately if your circumstances change because the change[s] may affect your benefit entitlement.

**3.4 Repairs** – you must report any repairs for which we are responsible as soon as you notice them. This includes, but is not limited to, repairs such as blocked drains, water leaks, structural defects and problems with water, gas, electricity and fire appliances. You should report the repairs to the Repairs Call Centre by telephoning 0115 915 2222.

You are responsible for carrying out certain repairs to your home. A list is provided in the booklet "Reporting your repairs". If we need to change this list we will write to you. You must carry out repairs to your home if damage is caused to it by you, a member of your family, someone else living with you, or any visitors to your home, this includes damage resulting from alterations or improvements you have made. If you do not carry out this work we may do the work and recharge you for the reasonable costs incurred.

**3.5 Access** – you will allow our staff, its agents, including Nottingham City Homes, our contractors or anyone else working on our behalf, and companies who provide

utilities including electricity, gas and water, access to your home to carry out any necessary inspections or maintenance or repairs or for any other reasonable purpose.

You will usually be given a minimum of 24 hours notice in writing unless there is an emergency and this is not possible.

**3.6 Smoking in your home** – "Smoking" refers to smoking tobacco or anything which contains tobacco, or smoking any other substance. In order to ensure the health and safety of our staff or agents, including Nottingham City Homes, it is your duty to make sure that your home is smoke-free when our employees, staff from Nottingham City Homes or contractors, attend your home by appointment.

**3.7 Decorations and cleanliness** – you are responsible for keeping your home clean, in a hygienic condition, free of refuse and to a reasonable standard of decoration. If you fail to do so we reserve the right to enter your home in order to carry out necessary works and then charge you the reasonable costs incurred.

**3.8 Gardens, hedges, fences and gates, garages and outbuildings** – you must keep the property, including your gardens, yards, hedges, fences and gates, garages and other buildings maintained, tidy and free from rubbish at all times.

- 1) Hedges should be clipped and kept at a maximum height of 1.8 metres [6 feet] at the back of the premises and 1.4 metres [4 feet 6 inches] at the front of the premises. Where the hedge[s] form a boundary with an alleyway you will be responsible for keeping the hedge trimmed to allow access.
- 2) You must use the bin[s] provided to dispose of household, garden and recycling waste and make proper arrangements for the disposal of other items including unwanted furniture, and for special medical waste such as needles, syringes and sanitary items.
- 3) You must not park a vehicle or movable object such as a caravan in your garden or yard, or on grass verges or open plan areas within the neighbourhood, unless there is a proper parking space, driveway and footpath crossing. You must not park or keep any unsafe vehicle or unsafe moveable object at your home or in the open air in the neighbourhood.

**3.9 Occupying your home** – you must use your home only as a place to live. If you intend to be away from your home for a period longer than 28 days you must inform us in writing before you go. You must provide a forwarding address and telephone number and/ or the contact details of someone we may contact in an emergency. This is important because if you fail to inform us and your home lies empty we may conclude you have stopped using it as your only or main home and we may serve a notice to quit.

**3.10 Conduct in your home** – you or anyone residing in or visiting your home must not:

- 1) Take electricity from the main illegally,
- 2) Tamper with or damage gas or electricity supplies, meters, smoke detectors or any other equipment provided by the landlord, its agent or contractors.
- 3) Store or use dangerous, flammable or explosive liquids, gases or tools in your home or in any communal areas

- 4) Store motorcycles or mini-motorcycles in your home or in any communal areas, save for mobility scooters, provided they do not cause obstruction or nuisance to others.
- 5) Run a business or trade from your home unless you have written permission from us. We will not withhold permission unreasonably, but will do so if we feel that the business is likely to cause nuisance to other people, or damage your home. If we give permission, we can later withdraw this permission on reasonable notice. If we do so we will explain our reasons in writing.
- 6) Use your home or neighbourhood for any activity that is unlawful.
- 7) Allow your home to become overcrowded by allowing others to come to live there

**3.11 Changes to your tenancy** – if you are a secure tenant you must get our written permission before:

- 1) Exchanging your home with another person
- 2) Signing over your tenancy to someone else
- 3) Subletting any part of your home.

**3.12 Antisocial behaviour, nuisance, harassment, racial harassment and domestic violence** – you must act reasonably and have consideration for your neighbours. We will not tolerate antisocial behaviour harassment or domestic violence or domestic abuse and we will take firm action to deal with those carrying out this unacceptable behaviour.

- 1) As tenant you will be held responsible for any unacceptable behaviour carried out by your family, any other people living at your home, your acquaintances, friends or visitors to your home in addition to your own actions. You will also be held responsible if you incite instruct allow or encourage anyone to act for you. This will apply whatever their age.
- 2) You must ensure that you, your family, any other people living at your home, your acquaintances, friends or visitors to your home do not:
  - a) Cause, or behave in such a way as to be likely to cause a nuisance or annoyance to anyone in Nottingham, including people in the locality and other tenants or residents.
  - b) Harass or commit any criminal offence towards any person [or their property] in Nottingham or in the locality wholly or partly on the grounds of colour, race, ethnic origin, sex, sexuality, disability or health, age, religious beliefs or culture, immigration status or any other reason.
  - c) Be violent towards anyone else, including but not limited to your partner or former partner[s], other members of your family, or the people related to your partner or former partner[s].
  - d) Make threats or be violent towards any Nottingham City Council employee, any employee of Nottingham City Homes, any contractor or anyone working on our behalf, any consultant or City Councillor. This includes when you telephone or visit any Council office or office of Nottingham City Homes, if you are visited at your home, or in any other situation.
  - e) Use your home or neighbourhood for any activity which is unlawful, including but not limited to drug dealing, consuming illegal drugs, storing stolen goods or contraband, benefit fraud, obtaining goods fraudulently, for

- f) sexual offences, or for the storage or keeping of illegal guns or other weapons.

**3.13 Drugs** – neither you nor anyone residing in or visiting your home may do any of the following when in your home or in the neighbourhood:

- 1) Possess use store keep or produce drugs;
- 2) Supply or offer to supply drugs to another person;
- 3) Possess drugs with the intention of supplying them to another person;
- 4) Cultivate any Cannabis plant.

["Drugs" means any "controlled drug" within the meaning of the Misuse of Drugs Act 1971, and regulations made under it, and any Act[s] replacing it. It does not include any controlled drug, such as methadone, which is in the possession and control of the holder of a lawful prescription for it].

We will always consider applying for possession of your home [which would end your tenancy] if there is a breach of any part of this condition and also if you or a person residing in or visiting your home:

- Is convicted of using the home or allowing it to be used for supplying or offering to supply drugs;
- Is convicted of any other offence that involves the home being used for illegal or immoral purposes, including for the storage or keeping of illegal guns or other weapons, or drugs;
- Is convicted of any arrestable drug related offence committed in, or in the locality, of your home

### **3.14 Domestic pets** –

If you live in a property with direct access to its own private garden you are allowed to keep two dogs or cats. If you want to keep more you must get our written permission. Whether or not you have a private garden you are allowed to keep assistance dogs for either yourself or members of your household; such as but not limited to dogs for the blind and dogs for deaf people. Dangerous dogs are not permitted [these are dogs recorded on the dangerous dogs register, such as pitbull terriers].

If you live in a property that is not let with a private garden you may keep small caged pets or fish in an aquarium.

Tenants in sheltered schemes without direct access to a garden may not keep a dog or a cat. You are allowed to keep assistance dogs for either yourself or a member of your household.

Your responsibility for your pets

- 1) You must not mistreat your pet[s]
- 2) You must make proper arrangements to dispose of animal waste and not allow it to gather at your home, gardens, yards or communal areas
- 3) You must not allow pet dogs to roam the neighbourhood or to foul footpaths, around the neighbourhood or in public open spaces
- 4) You must make sure your pets do not annoy, frighten or disturb other people, including employees of Nottingham City Council, their agents or contractors.
- 5) You must not allow any aggressive animal such as a dog to harm or attack anyone living in or visiting your home or neighbourhood.

### **3.15. Extra conditions if you live in a flat or maisonette.**

- 1) As the tenant of a flat or maisonette you must:
  - a) Use the rubbish chutes, or refuse bins provided for normal household refuse only. Do not try to force large items down the rubbish chutes or leave them in communal areas or outside your block.
  - b) Make proper arrangements to dispose of special medical waste such as needles, syringes or sanitary items
- 2) You must not:
  - a) Cause nuisance or annoyance to your neighbours by acting unreasonably or noisily.
  - b) Leave things in communal areas to your block or place things on your balcony if you have one [where they might cause a danger or nuisance to others].
  - c) Park vehicles where they will prevent access to emergency vehicles
  - d) Keep dogs or cats or other pets other than those in small cages or tanks in your home.
  - e) Fix an aerial or out-door radio mast or satellite dish without permission from us. We will not unreasonably withhold permission.
  - f) Throw anything out of the windows or from balconies.

### **3.16. Support, care and additional services.**

If you have agreed to have support services, these will be provided as an additional service. You must comply with the Agreement you have signed and pay any additional charges for these services for as long as these services are provided to you. If any additional services such as heating are provided to your home you must pay for these services.

### **3.17 What the Council can do if you break clauses 3.5, 3.6, 3.7, 3.8, 3.9, 3.10 and 3.13**

1. If you break these clauses we may take the following action:
  - 1) Write to you to ask you comply with the clause or to put things right
  - 2) Give written notice that we intend to enter your home in order to carry out the necessary work, or
  - 3) Take legal proceedings to get possession of your home or obtain a demotion order and /or action to force you to carry out the tenancy clause and to put things right, or
  - 4) Charge you for the reasonable costs for any work we have to carry out and the legal costs arising out of any action

### **2. What the Council can do if you breach clause 3.12**

The Council will always consider taking injunction proceedings and/or proceedings to evict you. We will also charge you for the reasonable costs associated with action we have taken, including where it is necessary to carry out repairs or redecorating.

## **PART 4: WHAT WE MUST DO**

**4.1 Your right to live in your home** - we will not interfere with your rights to occupy your home unless you breach any of the obligations within this agreement. If there is a breach of any of the conditions we will usually give you the opportunity to explain your actions and any circumstances you want us to take into account and put right anything that is wrong, where possible, before we commence court proceedings.

We cannot usually bring your tenancy to an end without first serving a notice, telling you why we are taking the action. The tenancy can only be ended:

If you are an Introductory or Demoted Tenant when:

- We have given you an opportunity to request a review of the decision
- Your reasons for asking for a review of the decision to seek possession have been considered by Nottingham City Homes and you have been informed of the outcome of the review.
- The correct procedure has been properly followed
- The court makes a possession order

If you are a Secure Tenant when:

- We prove one of the grounds of possession set out in the Housing Act 1985 or the Housing Act 1996; and
- The court considers the action reasonable and gives a possession order.

**4.2 Repairs and maintenance to your home** – we are responsible for the following:

- 1) Repairs to the structure and exterior of your home. We carry out necessary repairs and maintenance work to the structure and exterior of your home but we are not responsible for decorating the inside of your home; fencing; gardens or yards; driveways or parking spaces; or any shed, garage, greenhouse or anything else put up by you during your tenancy.
- 2) Repairs to keep installations in working order. We carry out needed repairs and make sure those installations for providing gas, electricity, water and sanitation, and room heating and water heating, are in proper working order.
- 3) Repairs to communal areas to blocks of flats or maisonettes. We carry out needed repairs to communal areas to blocks of flats or maisonettes, including entrance halls, stairways, lifts, passages, rubbish chutes and bin stores, lighting, door entry systems and intercoms, and other things provided for all residents in the block.

**4.3 Gas servicing** – we have a legal obligation to inspect and service certain installations in your home for the supply of gas [including flues] every 12-months. In accordance with clause 3.5, [Access] we will give you written notice when we need access to your home for these purposes. However, in cases where we are unable to get access, despite written requests in accordance with our written policy, we reserve the right to force access to your home, solely to enable us to perform our legal obligation. In such cases we will immediately re-secure your home and rectify any damage caused. We will always consider recharging you for the additional costs incurred.

**4.4 Improvements** – we will not provide any compensation or carry out work to re-instate your decorations if they are affected by our maintenance or improvement work. In some cases we may agree to give you help towards the cost of re-decorating where we carry out major improvements or alterations at your home. You will be notified in advance if this is the case.

**4.5 Consultation** – we will consult you on important matters to do with managing and maintaining your property before changing:

- 1) Any part of this tenancy agreement [other than for rent], we will ask for your opinions and take them into account before deciding to make any changes. If

- 2) we decide to go ahead with changes to your tenancy agreement, we will give you 4-weeks notice in writing.
- 3) Any substantial changes to housing management services that may affect you
- 4) We will use whatever forms of consultation we consider appropriate including newsletters

#### **4.6 Serving notices –**

- 1) In the case of **secure tenants** ordinarily we are required to serve a notice of intention to seek possession before bringing such proceedings, unless the court dispenses with this requirement on the grounds that it is just and equitable.
- 2) In the case of **introductory tenants** we are required, in all cases, to serve a notice of intention for proceedings for possession before bringing such proceedings.
- 3) Any notice or notification which we are required to serve or can serve under this tenancy agreement will be good and properly served if we have in our discretion:
  - Posted or hand delivered it to your home; or
  - Posted or hand delivered it to your last known address; or
  - Handed it to you in person; or
  - By fixing it to the home

These notices will include notices of intention to seek possession, notices for proceedings for possession of an introductory tenancy, notices of extension to introductory tenancy, notices of intention to apply for a demotion order, notices to quit, and notices to vary the terms of tenancy [including variations of rent and other charges]

**4.7 Termination** – if you breach any of the obligations set out in this tenancy agreement, the action we may take includes but is not limited to sending you a warning letter, seeking an injunction or an antisocial behaviour order, a demotion order [secure tenants] or apply to the court for a possession order. If we issue court proceedings we will also seek to get an order for you to pay the cost of the proceedings.

We will usually try to discuss the situation with you before we take action. However, we may not always do this, for example if we believe quick action is needed to protect others.

**4.8 Ending your tenancy** – if you want to end your tenancy, you must give us at least 4-weeks written notice to quit, ending on a Sunday. Please note if you change your mind we do not have to agree to you withdrawing the notice. In certain circumstances we may agree to end the tenancy earlier than 4 weeks.

- 1) All keys to the property must be handed in to the area housing office by 12 noon on the [Mon]day after the tenancy ends. If you do not do this we will charge you further week's rent and any other reasonable costs. No keys must be left with neighbours, friends or relatives.
- 2) You must pay any rent and other charges for all the periods you are the tenant[s] including your final week's rent. Remember, rent is due weekly in arrears, so a further week will be due on the Monday that you return the keys. Rent or any other charges outstanding at the end of the tenancy must be paid. We may refer your account to a debt collection agency for collection.

- 3) The property must be left in a clean condition and free from your furniture, goods and belongings. You must leave the garden, yards or communal areas associated with your home clean, tidy and free from unwanted items of furniture or other belongings. You must make good any damage or wilful neglect which has occurred to your home during your tenancy and for which you will be responsible, except for fair wear and tear.
- 4) You must make arrangements to re-direct your post
- 5) You must arrange for gas, electricity and water meters to be read before you leave.
- 6) You must provide us with a forwarding address in case we need to contact you later.
- 7) You must allow us to complete an inspection of your home before you leave and by appointment permit us to show prospective tenants around your home.
- 8) You must make sure your home, garage[s] or shed[s] are locked and secure before you leave.
- 9) You must pay reasonable costs for any repairs we have to make because your home has been damaged or because of wilful neglect during your tenancy or the reasonable costs of removal and storage charges when items are left in the property after the termination date.

We will remove and store any items left in the property, but not rubbish or damaged goods, after the termination date for a maximum of 6-months, unless a section 41 Notice in accordance with then provisions of the Local Government [Miscellaneous Provisions] Act has been served, in which case the items will be store for a minimum of 5 weeks. We will notify you of this at your last known address. If the items are not collected we will dispose of them and you will be liable for our reasonable costs of disposal.

In the event of the death of the sole tenant, we will normally expect 4-weeks' notice of the end of the tenancy from the next of kin or executors. Housing Benefit entitlement ends at the death of the sole tenant, however the tenancy will continue until we receive notice / the keys and failure to terminate the tenancy may incur further costs against the estate including unpaid rent. We will end the tenancy the Monday following receipt of keys and the property being cleared, including where this is before the end of the 4 week notice period.

#### **4.9 The Data Protection Act 1998**

On signing this tenancy agreement you agree to our storing details of your personal communication and access preferences to provide a better service to you. This data will only be kept whilst you have a tenancy and for a maximum of 6 years thereafter.

We will only share information for the following purposes except as required by law. This will include:

**Utility companies** – as there is a legitimate interest to make sure that the service charges are passed on to those responsible for collection

**Rental payment** – where you leave without paying rent, and no arrangements are in place to do so, we may pass on details to a tracing agency or debt collection company to seek recovery.

**Repairs** – whether emergency, urgent or repairs at our discretion, we may provide tenant's contact details to the agents, contractors, or repairers.

**Right to Buy** enquiries when we have to provide tenant contact details to valuers

**Housing Benefit** – to assist in maximising your personal benefit income and the income of the Council.

### **Address for you to serve notice on Nottingham City Council**

Under section 48 of the Landlord and Tenant Act 1987, if you need to serve a notice or important legal document on the Council, these should be sent to the Solicitor of the Council, Corporate Services, Nottingham City Council, the Guildhall, Nottingham, NG1 4BT

You may contact your local housing office in person, by telephone, by fax or minicom, by e-mail or by writing on issues to do with your tenancy agreement or your home.

DRAFT

## TENANCY AGREEMENT FOR A COUNCIL HOUSE

The address of the property covered by this agreement is:

The tenancy is *introductory/ secure* which begins on

.....**date**.....

1. I/ we understand that I am/ we are introductory tenant [s] and that I /we will become secure tenant[s] on the first anniversary of the date that the tenancy started, provided repossession proceedings have not been started against me /us or served with a 'notice of extension'.
2. I/ we understand that if I/ we have given the council false information in connection with this application which resulted in this tenancy being granted, legal proceedings may be taken and I/ we may be liable to prosecution.
3. I/ we accept this tenancy and confirm that I/ we have read through a copy of the tenancy conditions and had them explained to me/ us. I/ we accept these conditions.

Picture of tenant 1

Picture of tenant 2

Signed ..... Print Name	Signed ..... Print Name Signed ..... Print Name [Joint tenants]
Witnessed by ..... Job Title	Date ...