

Your Tenancy Agreement

This tenancy agreement gives you a non-secure temporary tenancy with Tamworth Borough Council. It sets out your rights and responsibilities as a tenant of Tamworth Borough Council.

This Tenancy agreement is made day of

between Tamworth Borough Council and the tenant(s)

Name of tenant(s)	Date of Birth	National Insurance No.	Preferred Language for Communication
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1

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Particulars of your Tenancy Agreement

The tenancy is a weekly periodic non-secure temporary tenancy

The address of the property rented to you in this agreement is.....

The tenancy commences with effect from.....

The weekly rent due is:

1. Basic rent £

2. Services charges (if any) £....

Total weekly rent £....

Contact Details

Telephone number landline/mobile:

Please give details of who to contact in an emergency:

Details of people who will be living with you (excluding tenant(s)):

Name of other Occupant(s)	Date of Birth	National Insurance No.	Relationship
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Photograph of the tenant or tenants:

Number and type of pet or pets:

This tenancy agreement makes you a tenant of Tamworth Borough Council.

By signing this agreement you are agreeing to a legally binding contract. You are therefore agreeing to comply with the conditions set out in this document. If there are joint tenants, each tenant must keep to the terms of this agreement. If you break the contract by breaching one or more of the conditions, legal action may be taken by the Council. The legal action may include re-possession action, (eviction proceedings) or obtaining an injunction to require you to comply with the tenancy conditions.

This tenancy is granted under paragraph 4 of Schedule 1 Housing Act 1985 pursuant to the Council's functions contained in Part VII of the Housing Act 1996 and is not a secure tenancy. You are being granted this tenancy because you have made a homeless application to the Council in relation to which a decision has not yet been made but it appears to the Council that you may be homeless, eligible for assistance and have a priority need.

Tamworth Borough Council will consult with you in writing on any proposed changes to the terms and conditions of this tenancy in accordance with Section 103 of the Housing Act 1985. This does not apply to the annual increase in rent and services charges mentioned in Section 3.1 of this agreement.

You will be in breach of your tenancy conditions if you or someone acting on your behalf knowingly or recklessly makes a false statement or give incorrect information which leads to the granting of this tenancy. If we discover this is the case we may bring proceedings to end your tenancy and recover possession of the property.

When it is necessary to serve you with any notice and /or court proceedings, the notice will be served either by delivering it to you by hand, leaving it at the property or by sending it by post to the property. A notice delivered by any one of these methods will be effective either on the day that it was delivered to you, left at your home or the second working day after posting.

Tenancy data will be provided to the Audit Commission for National Fraud Initiatives and will be used for cross-system and cross Authority comparison for the prevention and detection of fraud.

Any notice sent by you to Tamworth Borough Council may be sent by post or delivered to:-

Tamworth Borough Council, Marmion House, Lichfield Street, Tamworth, B79 7BZ

This notice is given to comply with Section 48(1) Landlord and Tenant Act 1987.

Tenant(s) Signature

(1).....

(2).....

(3).....

(4).....

Signed on behalf of Tamworth Borough Council

.....

1. Our Obligations

1.1 We will give you possession of the property at the commencement of the tenancy.

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

1.3 We will not interrupt or interfere with your right peacefully to occupy the property except where:-

- access is required to inspect the condition of the premises or to carry out repairs or other works to the premises or adjoining property; or
- a court has given the Council possession by ending the tenancy.
- a Court has issued a warrant to access your property to carry out a gas inspection or to stop damage to another property(s)

1.4 We will:

1.4.1 Keep the structure and the exterior of the premises in repair.

The structure and exterior includes:

- Drains, gutters, sewers, and external pipes (except where the drains and sewers are the responsibility of a water company, when defects will be reported to that company);
- The roof;
- Outside walls, outside doors, windows, windowsills, window frames,
- Chimney's chimney stacks and annual service of solid fuel systems and flues but NOT including sweeping;
- Any adaptations that have been carried out as a result of an Occupational Therapist referral whilst you have been residing at the property.

1.4.2 We will keep in repair any installations provided by the Council for space heating, water heating, sanitation, and for the supply of water, gas and electricity.

Installations include:

- Basins, sinks, baths, toilets, flushing systems and waste pipes and water pipes,
- Electric wiring including sockets, light fittings and switches,
- Water heaters, fireplaces, fitted fires and central heating installations and gas pipes,
- Shared door entry systems.

1.5 We will take care to keep the common entrances, halls, stairways, lifts, passageways, rubbish chutes, rubbish rooms and all other common areas including the electrical lighting in repair.

1.6 If your property requires major works as defined by a Repairs Officer you may have to be moved into alternative temporary accommodation in order for the necessary works to be completed. Under normal circumstances you will be able to return to the property when the work has been completed.

1.7 We will carry out annual inspections of gas appliances and flues.

1.8 Consultation

We will consult with you about housing management matters that are likely to affect you and we will take your comments into account before we make any decision.

1.9 Provision of Information

1.9.1 We will

- publish a summary of the rules for deciding priority in allocating housing
- publish an annual report detailing landlord performance

2. Your Rights

2.1 You have the right to live in this property. We can end your tenancy at any time by serving you with a Notice to Quit

2.2 You have the right to see information that we hold about you in connection with this tenancy or your homeless application. We may charge you a reasonable fee for providing copies of these details.

2.3 You must not assign (transfer) or sub-let the whole or part of your property and only those persons named in this agreement have the right to live with you.

3. Your Responsibilities

3.1 Rent and Other charges

3.1.1 You must pay your weekly rent on Monday each week for that week.

3.1.2 We operate a 48 week rent year which allows for four free weeks unless you are behind with your rent and have rent arrears. If you have rent arrears you will need to continue to make payments during the rent free weeks.

3.1.3 If there is more than 1 tenant, you are all jointly and separately responsible for all the rent and any rent arrears, up to a maximum of 4 joint tenants. This means that if one joint tenant leaves we can recover the rent and any arrears from the tenant left in the property. We can also recover the rent and any arrears from the tenant who has left.

Changing Your Rent

3.1.4 We can change the rent at any time. We will inform you in writing at least four weeks before we change the rent.

3.1.5 Your rent will be set in accordance with the rent formula set out in the guidance by central government or by guidance set by any other authorised body and will be subject to full Council approval as part of the budget setting process.

Service Charges

3.1.6 Where we provide you with services these are set out on page 1 of this Tenancy Agreement. You must pay the service charge as part of the Weekly Payments.

3.1.7 You will be consulted separately on an annual basis in relation to the setting and recovering of these charges.

3.1.8 We may, after consulting tenants affected, increase, add to, remove, reduce or vary the service provided or introduce new services. Any such changes may affect the amount of service charge you pay. Notice of any change in the amounts charged for services will be in accordance with this Clause

3.1.9. A list of those service charges that are currently provided is attached at Schedule 1 of this Agreement. Please note that additional services that we provide to you may be added to the list. Likewise, services that we no longer provide can be taken away from the list.

3.1.9 Your service charge is fixed. This means every year, we will use the previous years costs to calculate the cost of services to you for the next year beginning on the first Monday in April. That will be the service charge we will ask you to pay.

3.1.10 We may vary your service charge to increase it or decrease it to take effect on the first Monday in April each year giving you at least one month's notice in writing. We will give you a summary of what is included in your service charge for the current period.

Support Services (If this applies)

3.1.11 If we provide you with support services, (indicated by the support charge in the Tenancy Agreement) these services may include:

- support from the Supported Housing Team
- support from an Independent Living Manager or equivalent

3.1.12 At the start of your tenancy you agree to accept the level of support services made available to you in order to ensure you can achieve the necessary standard of independence. The level of services we provide may change from time to time, depending on your needs and risk assessments and / or as agreed through consultation with you and other tenants on your scheme or estate. You would still be responsible for the charges (including rent, service charges and other charges) irrespective of your access to them.

3.1.13 We will vary the support charge by increasing or decreasing it at the same time as your rent by giving you one month's notice in writing in advance. If there is at any time a change in support services provided, we will give you one month's notice.

Arrears

3.1.14 If you fail to pay your rent you will be in breach of this Tenancy Agreement and you will be served with a Notice to Quit which will end your tenancy.

3.1.15 A Notice to Quit (NTQ) will be treated as being received by you if it has been handed to you, put through the letter box or posted on the door.

3.1.16 Once the NTQ has expired and if you have not left your property we will commence possession proceedings for you to be evicted. We will charge you for taking you to court.

3.1.17 If you leave your present home and don't move into another Council property and there is credit left on your rent account and you have no other debt with the Council we will refund the credit to you. If you owe a debt to the Council the credit will be used to offset the debt.

3.2 Repairs and Improvements

Tenant's obligations

3.2.1 You must take care of the property and report any faults or defects to us immediately. Failure to do so will result in you being recharged for any damage as a result of wilful neglect or negligence.

3.2.2 You are responsible for repairing, renewing, or replacing any items that are damaged by you, your friends and relatives, or any other person living in or visiting the property, including children. If you cannot do this then the council reserves the right to do the repair and recharge you fully for the works undertaken.

You are responsible for the following:-

- Replacing internal catches on doors, windows and cupboards
- Internal glazing – we will do all exterior glazing but you may be recharged if this is as a result of wilful damage or neglect
- Internal decorating
- Internal fittings including skirting boards, toilet seats, sink and bath plugs and chains, bath and sink sealant, curtain rails and pelmets
- Plumbing for washing machines and dishwashers (where not previously supplied by the Council)
- Floor coverings including carpets, laminate flooring and ceramic tiles
- Letter boxes and plates
- Replacing tap washers for dripping taps or unblocking sinks
- Toilet seats
- Replacing light bulbs and fluorescent tubes
- Lock changes, and charges for replacing lost keys/fobs or wilful damage and neglect
- Your own equipment such as TV aerials, aerial points, satellite dishes, domestic appliances and garden water points
- Repairs and/or removal of garden sheds
- Garden landscaping including paths (including front, rear and sides)

- Fences and/or walls (unless bordering a recognisable hazard, i.e. rail track, waterway open spaces, etc)
- Sweeping chimneys
- Infestations such as mice, wasp nests, bed bugs, cockroaches
- External drying areas, i.e. washing lines, except communal

You must also:-

- Keep external air bricks and internal vents free of any obstruction (blocking vents could cause problems with gas appliances)
- If you live in a flat or maisonette keep communal areas (including communal halls, staircases, landings, lifts, balconies, passageways and surrounding areas of any flats)

in a tidy condition, free from rubbish, personal belongings and any other obstructions.

- If you live in a maisonette or flat ensure that you clean and sweep the landing/balcony in front of your door and report any blocked surface drains immediately.
- Burn only approved smokeless solid fuels for your appliances if your home has solid fuel heating
- Take responsible steps to prevent water pipes being damaged by frost
- Report any repairs we are responsible for to the Repairs Reporting Contract Centre as soon as you become aware of a problem.
- Report repairs such as blocked drains, water leaks, structural defects and problems with water, gas, electricity and fire appliances immediately

Alterations and Improvements

3.2.3 You must not make any alterations or adaptations to the property.

Taking care of your home

3.2.4 You must allow the Council's employees or contractors access at all reasonable hours of the day to inspect the condition of the premises or to carry out repairs and other works to the premises or adjoining property. We will normally give you 24 hours' notice but immediate access may be required in an emergency and we will charge you for the cost of entering the property if you try to prevent us from entering or do not cooperate with our request.

3.2.5 If you refuse access we will apply for an injunction or other legal remedy to allow access to your home so that we can comply with our landlord responsibilities.

3.2.6 If you fail to allow access for an annual gas service at your home we will apply to the court for a warrant to enter your home to carry out a gas service. If we have had to apply for a warrant to gain access to carry out a gas service your gas system will be fitted with an intermittent device that will eventually cut your gas off if you fail to have the next gas service in 12 months' time. Any costs relating to the execution of the warrant will be recharged to you.

3.2.7 You will be responsible for all repairs and replacements to your property which are needed because of deliberate damage, negligence or careless damage caused by you, your households, pets, or visitors to your home.

3.2.8 If you are responsible for a repair or replacement we will send you a written notice requiring you to carry out the repair in a reasonable time and to a reasonable standard. If you do not do the work, or if your repairs are not to a reasonable standard, we may carry out the work and charge you the cost reasonably incurred by us. In an emergency, we may carry out the work without prior notice and charge you reasonable costs for the work carried out.

3.2.9 You must not damage, deface or put graffiti on any part of your property, the estate or block where your property is, on any property belonging to us, or on any adjoining owner's property and if asked, you must pay for the cost of repairing, cleaning and putting the damage right.

3.2.10 You must comply with local regulations or agreements applying to the block or estate where your property is. We may make local regulations after consultation with affected tenants, and change them from time to time, also after consultation.

Insurance

We will insure the structure of your property but not the contents.

You are strongly advised to obtain your own insurance to protect you against accidents, damage, vandalism or theft.

3.3 Using Your Home

3.3.1 You must use your property as your only or principal home.

3.3.2 You must not use your property (including any garage or garden) for any trade or business without permission. You must also obtain any necessary planning permission and other consents (such as Building Regulation Consent) before asking for our written permission.

3.3.3 You must not display any sign or notice at your property.

3.3.4 Permission will normally be given for a business to be run from your property unless it is likely to cause a nuisance to other residents. We will normally refuse permission for the following kinds of business:-

- Car repair and maintenance
- Printing businesses
- Any business involving the use of hydraulic equipment
- Industrial sewing machines
- Controlled substances or chemicals
- Noisy manufacturing process
- Shops, wholesale businesses or any businesses where customers would have to visit your home

- Any business that would mean more than your own personal vehicle being parked outside the property, for example a taxi or vehicle hire company.

3.3.5 If you intend to be away from your property for more than 28 days at any one time you must tell us in advance of your departure and when you expect to return so that we know you have not moved out or abandoned your property. You are still responsible for making rent payments and ensuring the conditions of this agreement are kept whilst you are away.

3.4 Animals, Pets, Birds, Fish and Insects

3.4.1 You must not keep a dog or dogs at your property. This includes any dog that might be visiting your property unless:-

- You have a separate entrance and a private garden
- You need a dog for hearing, sight or other disability assistance.

3.4.2 In properties with a separate entrance and private garden two dogs or cats can be kept without our permission. Other domestic pets, such as rabbits, hamsters, mice, gerbils, guinea pigs or caged birds or fish may be kept safely as long as they do not cause nuisance to neighbours and as long as they are kept securely in appropriate cages or other containers. Permission will be required in writing to keep any other animal you consider to be a pet at the property.

3.4.3 You are not allowed to keep, livestock such as horses, cattle, donkeys, goats, pigs, geese ducks and chickens, at the property.

3.4.4 Any animals and pets that you keep at your property, or that visit your property, must not cause damage to your property and/or nuisance or annoyance to your neighbours and or their lawful visitors.

3.4.5 You must not allow any animals or pets to annoy, frighten or cause a nuisance to anyone in the local area (including our employees, councillors or contractors).

3.4.6 If any animal or pet that you keep at your property or that visits your property causes a nuisance in breach of paragraph 3.4.4 above or annoys, frightens or causes a nuisance in a local area in breach of 3.4.5 above, we may take legal action against you forcing you to remove such animals or pets. We may also ask a Court to make a possession order.

3.4.7 Permission may be given to keep certain “exotic animals or pets” such as small lizards and snakes. In each case though written permission will be required and this permission may be withdrawn if there are problems of nuisance or if the exotic animal or pet is a danger to other people living in the area. We will ask to see evidence that you hold the necessary licence to keep exotic animals and may require an independent assessment in relation to its care by recognised bodies, e.g. RSPCA

3.5 Gardens

3.5.1 All gardens should be kept neat and tidy, including cutting the lawn, pruning trees within the boundary and trimming hedges.

3.5.2 Trees must not be removed without the prior consent of the Council.

3.5.3 Climbing plants and vegetation should be kept under control and not be allowed to grow up the walls of your or adjoining properties and any sheds, fences or outbuildings higher than 2m (6ft) and in any event not above the height of the ground floor window.

3.5.4 You must not put up any structures such as sheds, lean-to conservatories, garages, greenhouses or pigeon lofts anywhere on the premises without written permission.

3.5.5 You must not store rubbish, furniture, or other appliances in your garden or in shared gardens and drying areas.

3.6 Vehicles

3.6.1 You, your friends and relatives and any other person living or visiting the property (including children) must not do the following:

3.6.2 Park any vehicle on the property unless the property has a garage, parking space or drive with access to a dropped kerb.

3.6.3 Park any motor home, caravan, boat or business vehicle that has a commercial licence, on the property or in a communal parking area without our permission

3.6.4 Repair or modify any vehicle at the property, other than one that belongs to you. If we see you repairing a vehicle, we will ask you to prove you own the vehicle.

3.6.5 Park any vehicle including caravans and motorhomes that is untaxed, dangerous or is not roadworthy on any land belonging to us, including communal parking areas. If you do, we may take legal action forcing you to remove the vehicle and charge you with the cost. We will give you 24 hours, notice. You will be able to keep such vehicles within the boundary of your property provided that they do not cause a nuisance or hazard.

3.6.6 Keep motorcycles or any other motorised vehicle in shared areas of flats, maisonettes or sheltered schemes.

3.6.7 Permission will only be allowed to keep a disabled persons scooter in a shared area of a sheltered scheme if you have been allocated a designated parking bay by us.

3.6.8 Keep motorcycles or other petrol driven vehicles in the property.

3.6.9 Double park vehicles or park vehicles in a way that causes an obstruction to other road users, including emergency services' vehicles.

3.6.10 Park on any grass verges, other landscaped areas or use estate car parks for any other purpose other than parking.

3.7 Anti - Social Behaviour

3.7.1 You are responsible for the behaviour of all the people, including children, who live in the property. The behaviour of people living with you can affect your tenancy whether you are aware of their behaviour or not.

3.7.2 You, your friends and relatives and any other person visiting you (including children) must not do the following :-

3.7.3 Do anything that causes or is likely to cause a nuisance to anyone in the area.

3.7.4 Harass anyone in the local area because of their race, nationality, sex, sexuality, religion or disability.

3.7.5 Use the property for any criminal, immoral or illegal purpose, including selling or using drugs, or storing or handling stolen goods.

3.7.6 Harass or threaten to harass or use violence towards our employees, councillors, contractors or anyone engaging in a lawful activity in your property or the locality of your property.

3.7.7 Use or threaten to use violence to anyone living in the property, or in the locality of your property.

Property owned by the Council includes but is not limited to:-

- Garages
- Gates
- Fencing
- Wheeled bins
- Grit bins
- Signs
- Lights
- Roads and foot surfaces
- Play areas and equipment
- Bus shelters
- Walls
- Drying areas, Sheds
- Garden area, plants and shrubs

Anti-social behaviour includes but is not limited to:-

- Using or threatening to use violence
- Racism/racist behaviour or language
- Playing loud music
- Playing a musical instrument so loud it causes a nuisance, disturbance or annoyance
- Banging and slamming doors

- Damaging property belonging to the Council
- Drug and alcohol abuse
- Playing ball games close to properties and garages
- Skateboarding and cycling on footpaths
- Dumping rubbish
- Dogs barking
- Criminal activities in properties
- Spraying or writing graffiti
- Domestic violence
- Throwing things out of windows
- Throwing stones
- Dealing in pornography
- Not keeping your animals or pets under control
- Breaking shared security for example allowing strangers to get into the block
- Not looking after your children properly
- Shouting verbal obscenities
- Operating machinery
- Dismantling and repairing motor vehicles
- Damaging or threatening to damage another person's home or possessions
- Setting off fireworks in a public place
- Building or lighting bonfires on council property without the express permission of the Council
- Use of air rifles or pellet guns contrary to any licence provisions
- Insulting or threatening letters, text or electronic communication
- Spitting in the street
- False or malicious complaints

You should refer to the Landlord Anti Social Behaviour Policy for our statement and procedures for dealing with anti-social behaviour. We want residents to be able to enjoy living in their home and in the community. We recognise that people have different lifestyles and that peoples standards of behaviour and expectations vary. We will attempt to ensure however, that the actions of a minority of

tenants do not make the lives of the majority of our tenants a misery and we will therefore take action against tenants who we believe are acting anti-socially. This may include possession action that could lead to your eviction. You and any joint tenants are responsible for your behaviour, the behaviour of your children and anyone else living with you or visiting you whilst they are in your property (including shared areas such as landings, stairways, gardens, footpaths and parking areas). The local area includes the area around your property, shopping areas, community buildings and all other facilities and estates of Tamworth Borough Council. Where necessary we will also use non-legal remedies such as mediation, acceptable behaviour contracts, informal conciliation.

If the above does not work and we have evidence that you, your friends and relatives and any other person visiting you (including children) have been causing anti-social behaviour we will assess the situation and use any legal means available to abate the behaviour that is reasonable and proportionate in the circumstances. More details of the action we take is set out in the Landlords Service Anti- Social Behaviour Policy.

3.8 Health and Safety

You must take all reasonable steps to prevent damage to your home by, fire, frost, the bursting of pipes or the blocking of drains.

You, your friends and relatives and any other person living in or visiting the property (including children) must not do the following:-

3.8.1 Use portable oil, paraffin or gas heaters in your home. Store inflammable materials or gas cylinders in the property or in the Garden

3.8.2 Store any items on communal balconies or in communal areas.

3.8.3 Store any vehicles or appliances that are powered by petrol, diesel, or paraffin in shared areas except lawn mowers and garden strimmers.

3.8.4 Interfere with any equipment for putting out fires in the property or in shared areas.

3.8.5 Remove batteries or otherwise disable smoke or carbon monoxide alarms in the property.

3.8.6 Do anything in the property which could cause danger to anyone in the property or the local area.

3.8.7 Throw anything through the windows of your property or from a balcony.

3.8.8 Place anything on a window ledge or balcony which could be a danger to anyone living in your home or local area.

3.8.9 Shake mats or carpets from the windows or balconies.

3.8.10 Leave any syringes (used or unused) in an area where people in the local area may come into contact with them. Dispose of syringes safely.

3.8.11 Let anyone you don't know into shared areas.

3.8.12 Delay telling your Housing Officer about any damage to your home.

3.8.13 Charge batteries for any powered vehicle in communal areas of flats, maisonettes or sheltered housing schemes.

3.8.14 Smoking is prohibited in all communal areas or council owned vehicles.

3.9 Hygiene

You, your friends and relatives and any other person living in or visiting the property (including children) must do the following:

3.9.1 Keep the property and gardens free from rats, mice and other pests.

3.9.2 Keep the property clean and tidy. If you don't, we will charge you for any work we need to do because of this, such as removing rubbish.

3.9.3 Keep all shared areas, including stairways, halls and landings, clean and tidy. You must not leave any personal belongings or rubbish in these areas. We will remove anything you leave in the area and charge for the work.

3.9.4 Keep all shared areas free from obstructions.

3.9.5 Contact the repairs contractor immediately should any drain including surface drains get blocked.

3.9.6 As part of the health agenda the landlord will give information on smoking cessation, nutrition and healthy living by signposting to other agencies and literature

3.10 Ending Your Tenancy

When you move out of the property (whether you are moving to another one of our properties or not), you must do the following:

3.10.1 Give us 4 weeks' written notice ending on a Sunday that you are leaving the property except when you are transferring to another one of our properties.

3.10.2 Give us vacant possession and all the keys to the property by midday on the Monday after your notice ends. If you do not give us all of the keys to the property we will charge you one weeks' full rent and the cost of replacing the keys and changing the locks of the property.

3.10.3 If you are a joint tenant, the whole tenancy will end if either party ends the tenancy. We will decide whether to create a new tenancy for the tenant that is left. You do not have an automatic right to continue to live in the property if one joint tenant ends the tenancy.

3.10.4 Pay all rent and other charges up to the end of your tenancy.

3.10.5 Remove all personal furniture and personal belongings from the property. We will dispose of any items you leave behind in the property and may charge you for the work.

3.10.6 Remove all rubbish from inside and outside the property and any other outbuilding.

3.10.7 Replace or repair any items that belong to us.

3.10.8 Leave the property clean and tidy. We will charge you if we have to clean the property.

3.10.9 Report all repairs that are needed at the property.

3.10.10 Allow our employees and contractors to enter the property at a reasonable time to inspect it before you move out.

3.10.11 Give us your new address.

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