

Landlord Services



Flexible Fixed Term Tenancy Agreement and Conditions

Your Tenancy Agreement

This tenancy agreement gives you a flexible fixed tenancy (under Section S107A of the Housing Act 1985) 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
1			
2			
3			
4			

Particulars of your Tenancy Agreement

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

Postcode

The tenancy is a weekly periodic flexible fixed tenancy.

The tenancy will last for [] years, from [] to []

Joint tenancies will only be granted between husband/wife/civil partner/unmarried couples or between siblings

We will consider whether a further flexible fixed term tenancy will be granted to you approximately 12 months before the end of your tenancy. If we decide that your tenancy will end, we will give you six months notice to end the tenancy.

Unless your flexible fixed term tenancy is extended it will end on []

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The weekly rent due is

1.	Basic rent	£	<input type="text"/>
2.	Service charge if any	£	<input type="text"/>
	(a break down of these will be provided with your rent statement where applicable)		
3.	24 hour community alarm charge	£	<input type="text"/>
4.	Supported housing support charges	£	<input type="text"/>
5.	Utilities charge (if this applies)	£	<input type="text"/>
	Total weekly rent	£	<input type="text"/>

The rent and charges are reviewed annually (see section 3 of this agreement).

Type of property	<input type="text"/>	Floor	<input type="text"/>
Adaptations	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>			
Heating	<input type="text"/>		
Garden: Front,	<input type="checkbox"/>	Rear,	<input type="checkbox"/>
Both	<input type="checkbox"/>	None	<input type="checkbox"/>
(boundary to be explained)			
Keys	Yale <input type="checkbox"/>	Mortice <input type="checkbox"/>	Fobs <input type="checkbox"/>
Other	<input type="text"/>		
Stopcock location	<input type="text"/>		

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Type of property Floor

Adaptations

Heating

Garden: Front, Rear, Both None (boundary to be explained)

Keys Yale Mortice Fobs Other

Stopcock location

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

Photograph of the tenant or tenants

Number and type of pet or pets (where applicable)

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.

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Telephone number landline/mobile

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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 gives 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 first class 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.

Former Tenant Arrears

You agree to pay £ [] for rent and other charges which you owe from when you were living at

[]

You agree to pay £ [] per week in addition to your current rent until the full amount from

[] has been paid.

If you fail to pay the debt as agreed Tamworth Borough Council may seek possession of your current home.

Please sign to accept the terms and conditions within this tenancy agreement. (This only applies to the tenants who are registered with Tamworth Borough Council).

Tenant(s) Signature

(1) []

(2) []

(3) []

(4) []

Signed on behalf of Tamworth Borough Council

[]

We OR Each party agree[s] to sign this agreement by electronic signature (whatever form the electronic signature takes) and that this method of signature is as conclusive of our intention to be bound by this agreement as if signed by yours and ours OR each party's manuscript signature.

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 gives 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.

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Definitions

Basic rent	refers to rent excluding any service or support charges
Council	refers to Tamworth Borough Council
Community alarm service	community alarm equipment linked to a 24 hour control centre
Decanted	moved from your property if major work is required to an alternative property so that the work can be carried out.
Exchange	to swap homes with an other person
Fixtures and fittings	refers to all furnishings and fittings in the property including installations for gas, electric and water
Flat	a property in a building containing other dwellings
Flexible Fixed term tenancy	a tenancy granted under S107A of the Housing Act 1985 as amended by the Localism Act 2011. A flexible fixed term tenancy will usually be five years unless the property is due for demolition when it will usually be for two years.
Home	refers to the property let to you including the garage, garden, outbuilding, fence or wall let with the property. This does not include a remote garage in a garage site
Improvement	any alteration or addition to the property
Lodger	a person who lives in the property with you whether or not they pay you and who is not a tenant
Maisonette	a flat with more than one floor
Neighbours	your neighbours include everyone living in the local area, people who own their home and housing association tenants
Member of your family	Your spouse or partner, your child, grandchild, grandparent, brother, sister, uncle, aunt, nephew, niece, step relative and adopted child.
Partner	a husband or wife (or civil partner) or someone who lives with you as husband or wife (or as if a civil partner)
Property	the property you live in including any garden, but not including any shared areas
Rent free weeks	means no rent debit is raised so if you are not in arrears you will not need to make a payment during the free week.
Representative	refers to someone who you want the Council to contact on your behalf
Service charge	A charge for any services provided in accordance with paragraphs 3.1.6 to 3.1.8.
Services	As the services listed in Schedule 1, subject to any amendments in accordance with clause 3.1.7

Shared areas	the parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, drying areas, lawns and landscaped areas
Sublet	give another person the right to live in part of the property to the exclusion of you and your family from that part
Vehicle	a car, bus, lorry, motorbike, boat, trailer, caravan, motorhome or any other means of transport
We, us or our	Tamworth Borough Council
Written permission	a letter from us giving you permission to do certain things
You	the tenant, and if the case of a joint tenants any one or all of the joint tenants

The agreement is split into three main sections:

- 1 Our Responsibilities**
- 2 Your Rights**
- 3 Your Responsibilities**
- 3.1 Rent**
- 3.2 Repairs And Improvements**
- 3.3 Using Your Home**
- 3.4 Animals**
- 3.5 Gardens**
- 3.6 Vehicles**
- 3.7 Anti-Social Behaviour**
- 3.8 Health And Safety**
- 3.9 Hygiene**
- 3.10 Ending Your Tenancy**

1. Our Responsibilities

- 1.1 Your tenancy starts on the date set out in this agreement and continues from week to week until you or we end it.
- 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 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,
 - Chimneys, chimney stacks and annual service of solid fuel systems and flues but NOT including additional 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 Project 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 are committed to ensuring tenants shape and scrutinise services so we will consult with you or your representative if you are likely to be substantially affected by any proposed changes in, or additions to Tamworth Borough Council's housing management services and maintenance
- 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 management services and maintenance
- 1.10 We will provide the services set out in Schedule 1 and any additional services deemed necessary.

2. Your Rights

- 2.1 You have the right to live in this property
- 2.2 You can live in this property without interference from us as long as you occupy the property as your only or principal home and you, your friends and relatives and any other person living in or visiting the property (including children) do not break any of the conditions in this agreement. If any of the conditions are broken, we may apply to the court to end your tenancy. Legal action on default may include ending the tenancy before the end of the fixed term by re-entry or forfeiture and therefore reducing the length of your tenancy term.
- 2.3 If you stop living in the property you will stop being a flexible fixed term tenant and we may give you four weeks notice in writing and obtain a court order to repossess the property. If it appears you have abandoned the property we will serve you with a Notice to Quit or a Notice of Seeking Possession, and take court action to repossess your property.
- 2.4 Flexible fixed term tenancies will end on the date shown on this agreement, however a new fixed term tenancy may be granted
- 2.5 On expiry of a flexible fixed term tenancy the Council will take action to recover the property through the formal eviction process and by asking the court for a possession order
- 2.6 Please Note:
- 2.6.1 Flexible fixed term tenancy review will begin 12 months before they are due to end
- 2.6.2 You have the right to ask us to review our decision for the tenancy to end but you must do so within 21 days of the date of the review decision
- The criteria that we use when carrying out the review are set out in the Council's Tenancy Management Policy and can be found at www.tamworth.gov.uk

- 2.6.3 We cannot evict you without a court order. However, the court is likely to grant possession order if it is satisfied that we have followed the correct legal procedures
- 2.7 You have the right to see any of the details you have given us in connection with your application for a tenancy or a transfer. We may charge you a reasonable fee for providing copies of these details.
- 2.8 You have a right to see our policies on housing, re-housing and exchanging properties and where possible these will be available online.
- 2.9 You have a right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with services or facilities to tenants.
- 2.10 The council's policy on tenancy succession and mutual exchanges can be found at www.tamworth.gov.uk In summary you should note when you die your tenancy will pass to your spouse, civil partner or partner (including same sex partners) as long as they have occupied the property as their only or principal home at the time of your death. This is called succession, the Localism Act 2011 will be observed.
- If you have no spouse, civil partner or partner, a member of your family can become the tenant, as long as they have lived with you for at least 12 months before you died. A member of your family is a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece, step children, adopted members of your family, half relations and illegitimate.
- 2.11 By law, there is only one legal right of succession. However, in certain circumstances we may offer another home to long term residents who are not entitled to succeed
- 2.12 If your tenancy passes to a relative and the property is larger than your relative needs or if it has been specifically adapted and your relative does not require the adaptations, we may request that they move to another more suitable property.
- 2.13 You have the right to allow anyone to live with you as a lodger as long as this does not cause overcrowding but you must tell us immediately if you do. If you are in receipt of housing benefit this may reduce the amount of benefit that you are entitled to.
- 2.14 You have the right to exchange your home with another council tenant, the tenant of a registered housing provider, or a council tenant from another council but only to a property you would normally be eligible for under the Council's allocation scheme. You must have the written consent of both landlords before the exchange can take place. You must not offer or accept money of financial incentive from another tenant to exchange your home.
- 2.15 We will not permit an assignment unless there is a statutory right to do so.
- 2.16 Flexible fixed term tenants can only transfer to another fixed term tenancy unless you are moving to a one bedroom non adapted property or designated housing for older people

- 2.17 In certain circumstances you have the right to buy your home. To be eligible to buy your home you must have lived in a council property, or been a tenant of any other Public Sector Landlord for a total of at least two years. If your tenancy started before 18 January 2005 or at least three years if your tenancy started after 18 January 2005. The periods of time do not have to be continuous
- 2.17 You have the right to sub-let a room in your property. If you want to sub-let a room in your house, you must obtain written approval from us. You must not sub-let the whole of your property as this will affect your security of tenure. In the case of tenants who receive housing benefit or universal credit, by sub-letting a room in your house you could receive a lower rate of benefit towards your housing costs. **Sub-letting your home is now a criminal offence**

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. Rent should preferably be paid by direct debit. Any rent outstanding when the tenancy ends should be paid by the termination date of this agreement.
- 3.1.2 You agree to be proactive, and if appropriate to seek help, in applying for any benefit to which you are entitled within the prescribed time to do so. You also agree to make every effort to comply with requests for any document or further information on time. Further you agree to notify the relevant benefit and welfare authority immediately of any changes to your circumstances which have the potential to affect your entitlement to benefits and assistance.
- 3.1.3 You understand that failure to cooperate with any benefits and welfare authority, to ensure correct payments are made, could lead to arrears accruing and possible possession action being taken against you.
- 3.1.4 You agree to pay any monies outstanding from any previous tenancies, which have been applied to the rent account of this agreement in accordance with the terms of this agreement.
- 3.1.5 You may pay rent and other charges two-weekly, four-weekly, or monthly by agreement with us. These payments must be in advance unless you are paying by direct debit.
- 3.1.6 We operate a 48 week rent year, 49 for a 53 week year, which allows for four weeks where there is no charge 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 those weeks.

- 3.1.7 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

- 3.1.8 We can change the rent at any time. We will inform you in writing at least four weeks before we change the rent. This also applies to properties that are redesignated.
- 3.1.9 Your rent will be set in accordance with the rent formula set out in the guidance published 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

- 3.1.10 Where we provide you with services these are set out on Schedule 1 of this Tenancy Agreement. You must pay the service charge as part of the Weekly Payments.
- 3.1.11 We reserve the right to vary the services following consultation with any tenants affected. Any such changes may affect the amount of service charge paid. You will be notified of any changes in the services and the affect of the amount of service charge paid not less than one month before the changes take affect.
- 3.1.12 Your service charge will be fixed and will be reviewed on an annual basis. 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 not less than one month's notice in writing. The written notice will include a summary of the service charge for each of the services.

Arrears

- 3.1.13 If you fail to pay your rent you will be in breach of this Tenancy Agreement and you will be served with a Notice of Seeking Possession. This is the first step in repossessing the property.
- 3.1.14 A Notice of Seeking Possession (NSP) will be treated as being received by you if it has been handed to you, put through the letter box, attached to the door, or posted first-class.
- 3.1.15 If the arrears are not cleared after a NSP has been served court proceedings will commence to ask the court for you to be evicted from your property. We will charge you for taking you to court.
- 3.1.16 If you have any credit on your previous home accounts we will add the credit to your current account.
- 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.

Forfeiture Clause

- a. Without prejudice to the above, if your fixed term tenancy is not secure or if any of the conditions of the tenancy are not performed or observed or if any of the statutory grounds for possession exist the Council may forfeit the tenancy by either serving proceedings seeking possession of the property or by re-entering the property or any part of it and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then the council will not forfeit by re-entering the property.
- b. Forfeiture does not affect the right of either you or the Council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the tenancy ended. Water, sewerage, and all other charges are recoverable as if they are rent.
- c. This right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.
- d. Legal action on default may include ending the tenancy before the end of the fixed term by re-entry or forfeiture and therefore reducing the length of your tenancy term.

After the fixed term

Providing your fixed term tenancy or any other tenancy arising when it ends remains secure the Council may seek a court order to evict you by following the statutory procedure in s 107D of the Housing Act 1985. In summary this means

- i. Giving you not less than six months written notice
 1. Stating that the council does not propose to grant another tenancy on the expiry of the flexible tenancy.
 2. Setting out our reasons for not proposing to grant another tenancy and
 3. Informing you of your right to request a review of our proposal and of the time within which such a request must be made.
 - ii. Giving you not less than two months written notice stating that the council requires possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.
 - iii. Carrying out any review that you seek
 - iv. Obtaining a court order
2. If your fixed term tenancy has ended and it was not secure when it ended, then you may be deemed as a trespasser.
 3. If your fixed term tenancy has ended and it was secure when it ended but has subsequently ceased to be secure, then you may become a trespasser after service by the Council of a notice to quit.”

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 If your property requires major works as defined by a Project Officer you may have to be moved into temporary alternative accommodation
- 3.2.3 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 doors, cupboards, drawers, and handles for all of these
- 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
- Internal draught excluder plate to letterbox
- Unblockingsinks
- 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 other than the path that gives you access to the property safely
- Fences and/or walls (unless bordering a recognisable hazard, i.e. rail track, waterway open spaces, etc)
- Infestations such as mice, wasp nests, bed bugs, cockroaches
- External drying areas, i.e. washing lines, except communal

Notes

These Repairs will continue to be undertaken if you live in sheltered housing or are over 75 and do not have anyone who lives with you who can undertake these repairs. Please see details on the handy person service.

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

- 3.2.4 You do not have the right to carry out any alterations or adaptations to the property. You may at your own expense undertake improvements. Permission must be requested before any work commences and you must await the Council's response to your request before carrying out any works.
- 3.2.5 The types of alteration for which permission is required includes but is not limited to:-
- Putting up satellite dishes
 - Putting up decorative features such as dado rails, regency plasterwork and artex
 - Kitchen and bathroom upgrades
 - Alterations to electrical, heating or plumbing systems
 - Creation of any car parking space for a vehicle in your garden
 - Removal of any tree from your garden
- 3.2.6 Permission will not be granted for the following alterations:-
- Laminate flooring above the ground floor in houses or flats (this can cause noise nuisance)
 - Conservatories or extensions
 - Structural alterations including knocking down internal walls
 - Erection of satellite dishes if you live in a flat (accommodation – which is any area with a shared communal space)

- 3.2.7 You, may at your own expense, carry out repairs to the structure or the outside of your home such as painting, routine maintenance to guttering and the Council will not unreasonably refuse permission.
- 3.2.8 If we refuse permission we will give our reasons in writing. If we give you permission we may set certain conditions. If you do not meet these conditions we will take away our permission.
- 3.2.9 If you undertake repairs or improvements without permission then you may be required to reinstate or pay for the alteration to be rectified.
- 3.2.10 You are responsible for maintaining all improvements you make at the property. These improvements or alterations 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 recharge you for restoring the property back to its original state.

Taking care of your home

- 3.2.11 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. A warrant will be pursued ex-parte when immediate access is required. Any of the emergency services (police, fire and ambulance) can affect immediate access where there is a reasonable suspicion of danger to life. We will charge you for the cost of entering your property if you try to prevent us from entering or do not cooperate with our request.
- 3.2.12 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.
- 3.2.13 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.
- 3.2.14 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.
- 3.2.15 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.

3.2.16 You, your children or anyone living in or visiting the property must not damage, deface or put graffiti on property belonging to us or any adjoining owner's property. If any of them or you do, you must pay for the damage to put it right.

3.2.17 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 Council property as your main home. You have the right to see our policies on housing, re-housing and exchanging

3.3.2 You must not use your property (including any garage or garden) for any trade or business without permission. You must 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.

3.3.6 If you stop living in your property as your principal home you will stop being a flexible fixed term tenant. We can end the tenancy by giving you four weeks notice in writing and obtaining a court order for possession.

3.3.7 If your home is in a sheltered scheme no visitors or guests may stay with you except in exceptional circumstances and you shall not have more than 14 overnight stays every 12 months from the start of this agreement. For clarity, one individual staying two nights counts as two stays. Two individuals staying one night (at the same time) counts as two nights. Prior written permission must be sought and granted by Tamworth Borough Council prior to any stay.

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. In extreme circumstances, we may 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 planted or 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-tos 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.
If we grant permission for you to construct a parking space, garage or drive within the boundary of your property it must be constructed to a standard design. You will need to check whether planning permission is required. We will withdraw our permission if use of the parking space, garage or drive causes a nuisance.
- 3.6.3 Park any motor home, caravan, boat or vehicles subject to an operator's 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, sheltered schemes or sheds in high-rise basements unless it is in a designated area.
- 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 and who visit the property. The behaviour of people living with or visiting you can affect your tenancy whether you are aware of their behaviour or not. You are responsible for ensuring that all people including children who live at or visit the property behave appropriately towards you, your neighbours, and others and in accordance with all the terms of this tenancy.
- 3.7.2 You, your friends and relatives and any other person visiting you (including children) must not do the following :-
 - Do anything that causes or is likely to cause a nuisance to anyone in the area.
 - Harass anyone in the local area because of protected characteristic.
 - Use the property for any criminal, immoral or illegal purpose, including selling or using drugs, or storing or handling stolen goods.
 - Harass or threaten to harass or use violence towards our employees, councillors, contractors or anyone engaging in a lawful activity.
 - Use or threaten to use violence to anyone living in the property, or in the locality of your property including sexual, emotional or financial abuse.

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

- Using or threatening to use violence
- Interference with the electricity supply
- Racism/racist behaviour or language
- Playing loud music
- Playing a musical instrument so loud it causes a nuisance, disturbance or annoyance
- Damaging property belonging to the Council
- Drug and alcohol abuse
- Playing ball games close to properties and garages
- Throwing things out of windows
- Throwing stones
- Dumping rubbish
- Dogs barking
- Criminal activities in properties

- Spraying or writing graffiti
- Domestic abuse
- Child sexual exploitation
- Slavery
- Human trafficking
- Cannabis cultivation
- Revenge pornography
- Escorting
- Prostitution
- 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 so as to cause a nuisance or annoyance
- Insulting or threatening letters, or social media
- Spitting in the street
- False or malicious allegations

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 people's 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 Contract
- Good Neighbour Agreement
- Community Protection Notice
- Community Resolution

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.

The Anti Social Behaviour, Crime and Policing Act 2014 has introduced new powers including additional discretionary possession powers which will cover:

- Conduct likely to cause nuisance or annoyance to people in the locality
- Protecting employees working in connection with the landlord function
- Indictable offences committed in the locality
- Convictions relating to rioting

The Council can also obtain mandatory possession where one of the five conditions are met.

- Convicted of a serious offence
- Breach of injunction
- Breach of Criminal Behaviour Order
- Subject to a Closure Order
- Breach of a Noise Abatement Notice

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 garage.
- 3.8.2 Store any items on communal balconies or in communal areas including alleyways.
- 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.

Notes

Gas BBQs may be permitted but the tenant is responsible for safe and secure storage and will be liable for any subsequent damage caused as a result of incorrect use

- 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 Tenancy Sustainment 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 For those living in flats or maisonettes, you must not smoke in indoor communal areas. This includes lifts and corridors.
- 3.8.15 Applicable to tenants of all properties, if you smoke or a member of your household smokes, you are requested to refrain from doing so in your home in the presence of employees, contactors and agents of the Council.

3.9 Hygiene

- 3.9.1 You must not use the property in a manner which in our opinion is likely to cause a health and safety hazard, fire hazard or encourage vermin and/or pests by hoarding items inappropriately. Nor must you fail to keep the property in a clean condition including but not limited to taking steps to eradicate any pest or vermin infestation within the property. If you do not, we will recharge you for any work we need to do because of this such as to remove rubbish.
- 3.9.2 You must ensure that the property is kept well ventilated. Items should not be dried on radiators without suitable aeration. You agree to use any equipment provided or installed in the property correctly to ensure proper ventilation.
- 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.

Notes

You must contact a private Pest Control company if your property becomes infested with mice, rats or other pests. Please note you will be charged for their service. We will not be responsible for any loss suffered by yourself if we remove items left by yourself in shared areas. We may charge you if we clear blocked drains which have become blocked due to a deliberate or negligent act by you, your friends and relatives and any other person living in or visiting the property (including children).

- 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 Flexible Fixed 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 that you wish to surrender the tenancy
- 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.

Notes

If you leave your home without telling us, we will consider that you have 'abandoned' it and we will automatically end the tenancy. We will charge you for the cost of all repairs that are needed because you have abandoned the property. You must not leave anyone in the property when you leave. You are not allowed to 'transfer' the tenancy to anyone. If you do leave anyone in the property, we will evict them as they will be living there illegally. We will charge you the costs of doing this including the loss of any rent we suffer by not being able to rent the property to someone else. If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt. If the debt is not paid and you apply for another Tamworth Borough Council property you will receive reduced preference and could be excluded from the Housing Register.

Schedule 1 Service Charges

Service charges are subject to separate consultation. You will be notified individually on the method and frequency of charging.

If and when any are introduced you will be given the required notice as stated in Section 3.

CCTV

Charge Legal and Accountancy fees

Cleaning Materials

Communal Cleaning

Communal Electric

Communal Furniture

Communal Heating

Communal Kitchens with a range of luncheon and meal clubs

Communal Lounges

Communal radio, TV aerial

Concierge

Contents insurance

Disabled showers

Door entry telephone rental/maintenance

Enhanced Housing Management - known as Housing Plus

Emergency Lighting maintenance

Fire fighting equipment maintenance

Fire smoke detection alarms maintenance

Grounds maintenance

Guest suites and bedrooms

Hairdressers and Washing facilities

Laundry Equipment and Facilities

Maintenance of common parts, grounds and car parks

Management and Administration of Service Charges

Rates

Security

Tenancy Support

Water and Sewage

Window Cleaning of Communal Areas

This list is not exhaustive and may be varied in accordance with Clause 3 of this agreement.

About You (Optional)

This data is for equality and diversity monitoring purposes. It helps us to shape services tailored to your needs to ensure that we sustain and maintain balanced communities. If you have already provided us with this information then you do not need to do so again.

Lead tenant Mobile no

Personal email address Date of birth

Ethnic Origin: White UK White other
Black African Black Caribbean Black
Chinese Indian Malaysian
Pakistani Bangladeshi Traveller
Other If other please state

Sexual orientation: Heterosexual Gay or lesbian Bisexual Prefer not to say

Is English the main language spoken in your household? Yes No

Marital status: Single Married
Divorced Living with partner
Civil partnership Separated
Widowed Prefer not to say

Equality Act 2010 Do you consider yourself disabled? Yes No

If you have stated that you consider yourself disabled, please specify (tick all that apply):

Visually impaired Hearing impaired Mental Health issues
Learning disability Speech impairment Physically impaired
Wheelchair user Reading and writing difficulties Other

Religion or belief: No religion Christian/Roman Catholic Hinduism
Buddhist Sikhism Muslim
Jewish Jehovah's Witness Other

Emergency contact/next of kin details (including: name, address, telephone number and email)

Please complete the following information as a joint tenant

Lead tenant Mobile no

Personal email address Date of birth

Ethnic Origin: White UK White other
Black African Black Caribbean Black
Chinese Indian Malaysian
Pakistani Bangladeshi Traveller
Other If other please state

Sexual orientation: Heterosexual Gay or lesbian Bisexual Prefer not to say

Is English the main language spoken in your household? Yes No

Marital status: Single Married
Divorced Living with partner
Civil partnership Separated
Widowed Prefer not to say

Equality Act 2010 Do you consider yourself disabled? Yes No

If you have stated that you consider yourself disabled, please specify (tick all that apply):

Visually impaired Hearing impaired Mental Health issues
Learning disability Speech impairment Physically impaired
Wheelchair user Reading and writing difficulties Other

Religion or belief: No religion Christian/Roman Catholic Hinduism
Buddhist Sikhism Muslim
Jewish Jehovah's Witness Other

Emergency contact/next of kin details (including: name, address, telephone number and email)

**If you require this information in another format or language,
please contact us**

**Tamworth Borough Council, Housing and Health,
Marmion House, Lichfield Street, Tamworth, Staffordshire, B79 7BZ**

www.tamworth.gov.uk

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