

PETERBOROUGH CITY COUNCIL

INTRODUCTORY / SECURE TENANCY AGREEMENT

(delete as appropriate)

Introductory Tenancy Start Date: ___ / ___ /20___ (if applicable)

Secure Tenancy Start Date: ___ / ___ /20___

IMPORTANT

This agreement is a legal contract that contains the terms and obligations of your tenancy.

You should read it carefully.

If you do not understand this agreement or anything in it, we strongly suggest that you ask for it to be explained to you before you sign it.

You can speak to your Housing Officer, a solicitor, or the Citizens Advice Bureau for advice.

INTRODUCTORY/ SECURE TENANCY AGREEMENT

This is your tenancy agreement, the legal contract that sets out the conditions of your tenancy. It also sets out the Council's responsibilities as your landlord and your responsibilities as a tenant. It is important that you understand that if you break any of the terms of this contract you could lose your home. If you would like help to understand this agreement please contact the Housing Team on [] or email: []

This is a legal contract describing the conditions of a tenancy between:

- (1) **Peterborough City Council**, Town Hall, Bridge Street, Peterborough PE1 1HF
- (2) **the tenant(s) named below** and who have signed on page in relation to the property described below:

Full name of Tenant(s)

("you" / "the Tenant") (if there is more than one tenant, the word "you" or "Tenant" applies to all of you and the names of all tenants should be written above. Each tenant individually has all the rights and responsibilities of this Agreement)

Name of Landlord

Peterborough City Council ("the Council" / "we" / "us")

Address of the Property

Postcode

("your home" / "the property") which includes any fixtures, fittings, garden, paths, hedges, trees, fences, garages, greenhouses and outbuildings owned by us and used exclusively with your Home.

Type and Size of Property

<input type="checkbox"/> House	<input type="checkbox"/> Flat on _____ Floor	<input type="checkbox"/> Maisonette	<input type="checkbox"/> Bungalow
<input type="checkbox"/> Other			

Number of bedrooms

<input type="checkbox"/> 1	<input type="checkbox"/> 2	<input type="checkbox"/> 3	<input type="checkbox"/> 4	<input type="checkbox"/> 5	Other:
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Garden

<input type="checkbox"/> No garden	<input type="checkbox"/> Front garden	<input type="checkbox"/> Rear garden
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The maximum number of people allowed to live in your home is:

This tenancy is either (the Council will tick the appropriate box):

An introductory weekly periodic tenancy under the Housing Act 1996 which will last for one year from

/ /20 , unless extended. This tenancy will automatically become a secure tenancy after 12 months unless we have started possession proceedings against you, or the probation period has been extended for a further period of up to 6 months.

A secure tenancy which has been given to you under the Housing Act 1985 from

/ /20

i) Total weekly rent at the start of the tenancy including any service charges: £

ii) Rent (and other charges) arrears of £ **payable at £**
per week until paid in full (if applicable).

iii) Support charge of £ **(if applicable).**

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1 Your Tenancy Agreement

- 1.1 This agreement makes you a tenant of Peterborough City Council ("the Council").
- 1.2 This tenancy agreement applies to two types of Council tenant:
- a. an introductory tenant; and
 - b. a secure tenant.

Your housing officer will have explained to you whether you are an introductory tenant or a secure tenant.

INFORMATION FOR INTRODUCTORY TENANTS

1.3 If you are an introductory tenant the date when you will become a secure tenant (if appropriate) is also shown on the cover. You will be given a booklet called 'Your Introductory Tenancy Explained' and this gives details of the differences between the two types of tenancy. Briefly, these differences are:

- a. If you are an introductory tenant, for the first 12 months from the date your tenancy started you will be an introductory tenant not a secure tenant.
- b. If you are an introductory tenant, the first 12 months are a trial period. During this period the Courts will allow us to evict you as long as we have followed the correct legal procedures. You can find more information about the legal procedures we have to follow in the leaflet called 'Your Introductory Tenancy Explained'.
- c. The Council may decide to extend the introductory tenancy probationary period for a further period of up to 6 months. The Council will serve a Notice of Extension no less than 8 weeks before the end of your probationary period giving you reasons for its decision to extend. The notice will provide details of your right to request a review of its decision. If the Notice of Extension is not withdrawn, the introductory tenancy is extended for a further period of up to 6 months from the end of the initial 12-month period.
- d. If you are an introductory tenant, you have fewer rights than as a secure tenant. You do not have some of the rights in this agreement while you are an introductory tenant. You will get these rights when you become a secure tenant. These rights are described later in the agreement, but in summary they are:
 - The right to carry out improvements (paragraph 3.8-3.9)
 - The right to claim compensation for improvements (paragraph 3.10)
 - The right to take in lodgers (paragraph 6.1)
 - The right to sublet part of your home (paragraph 6.2)
 - The right to exchange your home with another tenant (paragraph 6.5 and 7.6-7.10)
 - The right to buy your home
- e. If you keep to the terms and conditions of this tenancy agreement and the Council has not started possession proceedings during the introductory period, then you will automatically become a secure tenant at the end of your introductory period.

INFORMATION FOR SECURE TENANTS

1.4 As a secure tenant:

- a. The Council can only end your tenancy by obtaining and enforcing a court order for possession. In most cases, the court will only grant a possession order in relation to a secure tenant if it is satisfied that it is reasonable and proportionate to do so.
- b. The tenancy will only be secure while you occupy the property as your only or principal home. If at any time your tenancy ceases to be a secure tenancy the Council may end it by giving you 4 weeks' notice to quit.
- c. As long as your tenancy remains secure, you have the right to assign your tenancy to a person who is qualified to succeed to your tenancy. If you do this, this will count as a succession.
- d. If you die, there are certain circumstances in which a family member may qualify to succeed to the tenancy and become the tenant. This is called statutory succession.
- e. As long as you qualify under the legislation you may have the right to buy your home under the Housing Act 1985.
- f. If you get our written permission in advance, you can exchange this tenancy with another tenant of a registered provider, a local authority or a housing trust. We will give you our reasons if we do not give our permission. Every tenant involved in the exchange must have the right to exchange under their tenancy agreement and if necessary, have the consent of their landlord.

PURPOSE OF THIS DOCUMENT

1.5 This document grants you a Council tenancy and contains your tenancy conditions.

- a. This agreement does not remove any rights you have which are given to you by Acts of Parliament (statute law).
- b. These conditions of tenancy state the rights and duties of you, the tenant, and the Council and these rules must be followed at all times.
- c. When you take possession of the property you will be bound by these terms, even if you have not signed the tenancy agreement. We will give you a copy of the tenancy agreement for you to keep in a safe place.

INFORMATION

Your Tenancy

1.6 You have a secure/introductory tenancy so long as you occupy the premises as your only or principal home. If you do not occupy the premises as your only or principal home, you lose your rights some of which are listed in this agreement.

Joint Tenancies

1.7 If you are joint tenants, the term tenant refers to each of you individually and collectively. This means that you are each responsible for keeping to this agreement and

paying the rent and any other charges due under this agreement. The Council can recover all arrears owed to it from any individual joint tenant. This means that even if one joint tenant leaves, all tenants continue to be responsible for rent, arrears and any breaches of this agreement. In law, this is known as joint and several liability.

Definitions

1.8 The terms 'premises' and 'home' mean the dwelling let to you, including any fixtures and fittings, garden, hedges, garage, paved areas, carport, hardstanding, shed, outbuilding, fence or wall let with the dwelling. The terms 'us' or 'we' means Peterborough City Council. 'They' means anyone living in or visiting your home (including children).

Notices

1.9 If we wish to serve a Notice of Intent to Seek Possession, a Notice to Quit or any other Notice in accordance with the Housing Act 1985, or the Housing Act 1996, we can do this by:

- a. giving it to you or to any of the joint tenants (it is not necessary for us to give a copy to each of the joint tenants) or.
- b. delivering it to the premises or sending it to your last known address, or the last known address of any of the joint tenants (it is not necessary for us to send a copy to each of the joint tenants).

1.10 If you wish to take legal action against us and you need to serve any notices on us, you should send these to:

The Assistant Director of Housing,
Peterborough City Council,
Town Hall
Bridge Street,
Peterborough.
PE1 1HJ.

You should send all other correspondence to Housing Needs.

Enforcement

1.11 If you breach any of the conditions of this tenancy agreement we can, if we feel it is appropriate, ask the County Court to grant us a possession order. If granted, this would end your tenancy, and would allow us to ask the County Court to evict you.

1.12 If we consider it appropriate, we will use injunction proceedings to enforce the terms of this agreement. **It is, therefore, very important that you keep to the rules contained in this agreement.**

2. Your Rent and Other Charges

PAYING FOR YOUR HOME

2.1 You must pay your rent and any other charges on time. These are due every Monday, in advance. If you prefer, you can pay fortnightly, or monthly, as long as you pay in advance.

2.2 If you do not pay your rent, we can ask the County Court to grant us a possession order. If granted, this would end your tenancy and would allow us to ask the County Court to evict you. The Council can also ask the Court that you pay the Council's legal costs if it makes an application to the Court. **If you find it hard to pay your rent, you should contact your housing officer for advice immediately.**

2.3 If you are joint tenants, you are each responsible for all the rent and for any rent arrears. We can recover all the rent arrears owed for your home from any individual joint tenant.

2.4 We may change the amount of rent we charge you. When we do this, we will give you four weeks' notice in writing. This does not apply to changes in housing benefit.

2.5 We may change other charges you pay, including (but not limited to) heating, furniture, and parking. We will give you at least four weeks' written notice. We may withdraw or add and charge for extra services. When we do this, we will consult tenants before making a decision. We will then give you four weeks' notice in writing of the new arrangements.

3. Repairs and Improvements

COUNCIL'S RESPONSIBILITIES

- 3.1 We will keep your home in good condition by repairing and maintaining the items below:
- a. the structure and exterior of the dwelling. This includes chimneys, external decoration (when necessary), external doors, drains, fences, garages, gutters, outside pipes, roofs, sheds we have provided, steps, walls, interior doors, and floors.
 - b. kitchen and bathroom sinks, toilets, baths, and showers fitted by us.
 - c. electrical wiring, gas, water, and soil pipes.
 - d. space and water heating.
- 3.2 In flats and maisonettes we will repair and maintain in good condition the following items:
- a. the common entrances, halls, and stairways (including decoration when necessary).
 - b. the lifts and passageways.
 - c. the communal lighting, fire safety equipment and other communal amenities.
- 3.3 We will do your repairs in a reasonable time. How long this will take will depend on how urgent your repair is. A leaflet gives details of this and you can get a copy from your housing office.
- 3.4 When you report a repair needed to your home, we will write to you to confirm that we have received your request. This will tell you when the work should be completed.
- 3.5 We will charge you for the costs of any work listed in sections 3.1 and 3.2 above that is not due to fair wear and tear. We will also charge you for repair or replacement if damage to your home (including its fixtures and fittings) is caused deliberately or by your own neglect or carelessness, or by any actions of anyone who lives with you or who visits your home, including children. Failure to pay will be a breach of this agreement.

TENANT'S RIGHTS

- 3.6 You can take the action listed below if we fail to do repairs you have told us about, as long as it is our responsibility to do the work.
- a. In some cases, you can use Section 96 of the Housing Act 1985 to arrange to get the repair done yourself and claim compensation. Ask your housing officer for more details before you arrange for your repair to be done - not all repairs are included in this scheme. This is called the Right to Repair and there are strict rules you must follow if you wish to use this.
 - b. You can apply to the Magistrates Court for an order under Section 82 of the Environmental Protection Act 1990 if the defect in your home could cause ill health, or if it amounts to a statutory nuisance. Please give us at least 21 days formal written notice that you intend to do this.

- c. You can ask the County Court for an order under Section 17 of the Landlord and Tenant Act 1985 to instruct us to carry out the repairs. You might also be able to claim compensation.

3.7 If you are thinking of taking legal action against us, we suggest that you get legal advice. You can get this from a Citizens Advice Bureau or a solicitor.

TENANT'S RESPONSIBILITIES

3.8 You must report any repairs, faults, damage or theft of our fixtures and fittings immediately to your housing office.

3.9 You must allow us, or people sent by us, into your home to do repairs, other work, or to inspect the state of repair of your home or adjoining premises. You should not let anyone in without seeing proof of identity. All Council staff, workmen or agents have identity cards. If you have any doubts about the identity of anyone who calls, contact your housing office for advice.

3.10 In some cases we, or people sent by us, may need to enter your home to inspect or carry out repairs that you have not told us about. We will normally give you at least three days' notice in writing. In urgent cases we will give you only 24 hours' notice in writing. **In the case of an emergency likely to cause personal injury or imminent damage to property, we may enter your home without notice.**

3.11 You must take good care of your home, its fixtures and fittings and keep it in a good state of repair. You must keep it in a clean, sanitary and habitable condition.

Decoration

3.12 You are responsible for decorating the inside of your home and ensuring you keep it in a clean and well-decorated condition. We may be able to help you do this if you are elderly or disabled. Ask your housing officer for more details.

3.13 You are responsible for maintaining any battery-operated smoke detectors and ensuring they are always in good working order.

Gardens

3.14 If your home includes a garden, you must keep your garden tidy by cutting the lawn and any hedges, keeping it free from rubbish (including furniture) and making sure that it does not get overgrown. We may be able to help you with grass cutting if you are elderly or disabled. If your garden becomes overgrown, and you are not elderly or disabled, we can clear it and charge you for the work.

Improvements and Alterations

3.15 If you are an introductory tenant, you may not make any alterations, additions or improvements to the property.

3.16 If you are a secure tenant, you have the right to carry out improvements to your home, including external painting. **You must obtain our written consent before you do the work.** We will refuse consent only if there is a good reason for doing so. We may give consent that includes reasonable conditions.

3.17 If you are a secure tenant and you have carried out improvements you must keep all such improvements and alterations in a good state of repair. It is your responsibility to carry out and pay for these repairs unless we have agreed, in writing, to do this.

3.18 If you are a secure tenant, we may pay you compensation for these improvements, provided you obtained our written consent before you did the work. Check with your housing officer to find out more about this. Not all improvements are covered by this scheme.

3.19 **You must not carry out alterations or improvements to your home, including its fixtures and fittings, without our written consent.** This includes (but is not limited to) taking down walls, blocking up doorways, taking out or moving kitchen units or cupboards, changing windows, doors or frames, or work to the exterior of the property.

3.20 If you make an improvement or alteration to your home without our written consent, we may tell you to restore it to how it was before. If you do not, we will do the work and charge you for it. Failure to pay will be a breach of this agreement.

Personal Possessions

3.21 You are responsible for your personal property and it is your responsibility to take out insurance to protect them. The Council is not responsible for the loss or damage of any personal property (whether they belong to you or someone else) no matter how they become damaged or lost unless the damage or loss is caused by the Council' negligence.

4. Community Responsibilities

COUNCIL'S RESPONSIBILITIES

4.1 We will give you help and advice if you report nuisance or harassment. We will look into your complaints and decide what action to take.

4.2 If you breach any of the conditions of this tenancy agreement, we will decide what action it is appropriate to take. We may, if we feel that it is appropriate in the circumstances, take enforcement action as stated in sections 1.11 and 1.12 of this agreement. You risk losing your home if you do not keep to the rules laid down in this agreement.

Domestic Violence

4.3 The Council has adopted a code of practice for dealing with domestic violence. We will support any person experiencing domestic violence by giving advice and in some cases, if we feel necessary, providing temporary accommodation. Further advice is available from your housing officer or from our Homelessness section.

TENANT'S RESPONSIBILITIES

4.4 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them:

- a. in your home or on surrounding land.
- b. in communal areas (stairs, lifts, landings, entrance halls, paved areas, shared gardens).
- c. on the estate where your home is located, including the communal paths, parking, garage, shopping and play areas.

You must ensure that they keep to the rules laid down in this tenancy agreement.

Nuisance, Annoyance, Disturbance or Harassment

4.5 You and anyone living in your home, or visiting you, (including children) must not do, incite, allow to be done, commit on the premises or around the dwelling, in communal areas, on the estate of which the dwelling is part, or on or around any other property belonging to the Council, anything which is, causes, or may become a nuisance, annoyance or disturbance to any person or child living on or visiting the estate. This includes, but is not limited to:

- a. loud noise, loud music, arguing and door slamming, dog barking and offensive drunkenness.
- b. rubbish dumping or dog fouling on your own premises, other persons premises, or on any part of the estate.
- c. selling drugs, drug or substance abuse.
- d. playing ball games close to someone else's home or motor vehicle (ball games should be played only in areas designated by the Council as ball playing areas);

- e. breaking into another person's home, motor vehicle, or any other property on the estate, including property not owned by the Council.
- f. damaging or threatening to damage another person's home or possessions.
- g. acts of harassment against any other person or child living on or visiting the estate, including (but not limited to) clauses (i) to (vii) below:
 - i. Racist behaviour, racist language, or racist graffiti.
 - ii. Acts or threats of discrimination, harassment, nuisance, or annoyance on the grounds of sex, sexual orientation, religious belief, age, ethnic origin, illness or disability.
 - iii. Using or threatening to use violence. Using abusive or insulting words or behaviour: this includes acts that are likely to injure, frighten, intimidate, cause alarm or distress to anyone living on or visiting the estate, including your partner or spouse.
 - iv. Writing or displaying graffiti or literature that is threatening, abusive, racist, or insulting, on your premises or on any property on the estate (including property not owned by the Council). We may remove any such graffiti or literature and charge you for any costs we incur. Failure to pay is a breach of this agreement.
 - v. Sending literature, which is threatening, abusive, racist, or insulting to any other person.
 - vi. Forcing, or threatening to force, another person who has the right to live in your home to leave or refusing them access. Harassing or using sexual, emotional, or other abuse, or undue pressure to make anyone who lives with you leave your home.
 - vii. Doing anything that interferes with, or is likely to interfere with, the peace, comfort, or convenience of other people.

Criminal Offences

4.6 You and anyone living in your home, or visiting you, (including children) must not commit an arrestable criminal offence; threaten to commit an arrestable criminal offence; or keep unlicensed firearms or any offensive weapon in your home.

Community Responsibilities

4.7 You and anyone living in your home, or visiting you, (including children) must comply with clauses (a) to (g) below:

- a. You must not use your home, any communal area, or any part of the estate for any illegal activity, including selling drugs or prostitution.
- b. You must not damage, deface or put graffiti on Council property. If you or they do so, we may remove this and charge you for any costs we incur. Failure to pay is a breach of this agreement.
- c. You must not tamper with security and safety equipment. (Doors must not be jammed open and strangers must not be let in unless you check they have a reason to be there).
- d. You must not harass, threaten, or use emotional abuse to make anyone who lives with you leave your home.

- e. You must not use parking areas at any time for commercial activity or for any business reasons.
- f. You must treat the common parts of the building and the environment of the estate with care. You must keep these clean, tidy and free from obstruction. You must not place rubbish, litter or unwanted items, including furniture, in these areas.
- g. You must not alter or remove any kerbs without our prior written consent.

Parking

4.8 You and anyone living in your home, or visiting you, (including children) must not park, leave or allow to be parked, any motor vehicle, caravan, boat or trailer:

- a. anywhere on your premises, except on a hardstanding (a driveway or paved area designated by us for parking) or in a garage.
- b. in any parking space or hardstanding allocated to someone else.
- c. anywhere that would, in our opinion, cause inconvenience, or obstruct emergency services or other drivers.
- d. on grass verges, grassed areas, or landscaped areas. We will charge you for any damage you and they cause to landscaped areas, paths, or kerbs.

4.9 You and anyone living in your home or visiting you, (including children) must not:

- a. park any commercial-type motor vehicle, any motor vehicle used for or being repaired for racing, or any motor vehicle or trailer awaiting repair anywhere on your premises, or in communal parking areas on the estate.
- b. store bottled gas or other flammable substance in or on any motor vehicle, caravan, boat or trailer kept on your premises.

4.10 We reserve the right to remove any motor vehicle, caravan, boat, or trailer that is parked without our permission on our land.

Vehicle Repairs

4.11 You and anyone living in or your home, or visiting you, (including children) must not:

- a. do vehicle repairs, carry out welding to or paint spraying of any motor vehicle or trailer anywhere on your premises, on the road, on the land around your home, or on any part of the estate, with the exception of repairs covered by section 4.11(e);
- b. park any unroadworthy or unsafe vehicle or trailer on your premises, the land around your home, on the road or any part of the estate where your home is located;
- c. carry on any business involving amongst other things, the sale or repair of motor vehicles or trailers;
- d. keep an untaxed motor vehicle or trailer anywhere except in your garage or on your own personal driveway or hardstanding.
- e. carry out vehicle or trailer repairs other than minor routine maintenance to your own motor vehicle; welding or paint spraying is not permitted under any circumstances.

- f. drive any motor vehicle or trailer over grass verges, paved areas, landscaped areas or any other area which is not a designated public highway.

Dealing with Council Employees or their Agents

4.12 You must ensure that you, members of your family, lodgers, sub-tenants, and/or visitors (including children), co-operate with Council employees or their agents. You must never subject them, or cause them to be subject to, any physical or verbal abuse, threats or harassment in any location including the employee's home, at any time whether during their work or otherwise.

- a. Physical abuse includes any actual or threatened assault, attack, violent act, or aggression.
- b. Verbal abuse includes any act that is unreasonable and/or unlawful or which is intended or likely to alarm, distress or intimidate.
- c. Harassment includes any (but is not limited to) racist behaviour or racist language; damaging or threatening to damage property belonging to Council employees or their agents; breaking into any home or vehicle owned by Council employees or their agents.

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5. Tenant Involvement

COUNCIL'S RESPONSIBILITIES

5.1 We will ask for tenants' views on any new policies or procedures we plan to introduce that may substantially affect them.

5.2 Before making any changes to the Conditions of Tenancy laid down in this agreement, we will consult tenants, either individually or through Residents Associations. We will give full consideration to any comments received. We will then give you at least four weeks' notice of any changes before bringing them into force.

5.3 We will send you a report once a year that gives details of our work and what we have achieved.

5.4 We will strive to deal with complaints effectively. If you wish to make a complaint, please contact your housing officer for advice on how to do this.

5.5 The law does not require us to consult you about changes to your rent or the service charges you pay. However, we will give you at least four weeks' written notice before bringing any such changes into force.

TENANT'S RIGHTS

5.6 You have the right to see information we have about you, your partner, or your family. In some cases, we cannot let you see everything because this may include details about someone else. You can get copies of the details we hold on our files, but we may have to make a small charge to cover our printing costs. Ask your housing officer if you want more details. We also ask that you give us at least one week's notice.

5.7 You have the right to start or join a local resident's group. Your local group can make your views known to us and we can take these into account when we are putting together our policies and procedures. Ask your housing officer for details about groups in your area or about how to start one.

5.8 You have the right to go to meetings of the Council or its Committees as an observer. These are meetings of councillors who decide how Council Services are run. You can get copies of the agendas and minutes. You have the right to speak on an issue at the relevant Committee meeting provided you meet certain criteria. You must obtain our written permission before the meeting. You can obtain details on how to do this from your housing officer.

6. Using Your Home

TENANT'S RIGHTS

Lodgers

6.1 If you are a secure tenant, you have the right to take in lodgers. You must inform us in writing if you do so. A lodger is someone who lives in your home but does not have exclusive right to any one part of it. He or she will get some sort of service from you such as cooking and cleaning.

If you are an introductory tenant, you may not take in lodgers.

Sub-letting

6.2 If you are a secure tenant, you have the right to sub-let part of your home, but you must get our written consent first. Sub-letting means that someone pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning.

If you are an introductory tenant, you may not sub-let part of your home.

Assignments

6.3 You can assign your tenancy (give it to someone else) only in the following cases:

- a. Under Section 24 of the Matrimonial Causes Act 1973. (property adjustment orders made in connection with matrimonial proceedings).
- b. Under section 17(1) of the Matrimonial and Family Proceedings Act 1984 (property adjustment orders after overseas divorce, etc).
- c. Under paragraph 1 of schedule 1 to the Children Act 1989 (orders for financial relief against parents).
- d. To someone who could succeed to your tenancy if you died. If you are a secure tenant this right is given to you by Section 91 of the Housing Act 1985. If you are an introductory tenant this right is given to you by Section 134 of the Housing Act 1996. Your housing officer can give you more details and can help you draw up the deed of assignment.

6.4 You do not have the right to assign your tenancy except in the cases listed in section 6.3.

Mutual Exchanges

6.5 If you are a secure tenant, you have the right to swap your home (called an 'exchange') with another tenant of the Council, a housing association, or another council. This is subject to the rules in Section 92 of the Housing Act 1985. You must get our written consent first. More details are given in paragraphs 7.6 to 7.10 of this agreement.

If you are an introductory tenant, you have no right to exchange your home.

TENANT'S RESPONSIBILITIES

Occupying the Property

6.6 You must occupy this property as your only or principal home. If you no longer occupy the property as your only or principal home, then the Council may end your tenancy.

6.7 You must not sub-let the whole of your property.

Leaving Your Home Temporarily

6.8 You must tell your housing office in writing if you will be away from home for more than a month. You must make sure your home is safe and secure while you are away. In the cold weather, you should turn off the water supply and drain the heating and hot water systems - make sure you get professional help if you are not sure how to do this.

6.9 If you do not write to us or we have good reason to believe that you have no intention to return, we may act as if you have given up your property and a secure tenancy may cease to be secure under Section 79 of the Housing Act 1985. You must continue to pay your weekly rent and any other charges due whilst you are away.

6.10 The Council conducts audits of the properties it rents to tenants. If you are requested by a representative of the Council, you must provide proof of your identity and of anyone living with you and evidence that you are living in the property.

Overcrowding

6.11 You must not overcrowd your home. To avoid statutory overcrowding, you must not have more people living in your home than the permitted number (this is shown on page 2 of this agreement).

General Responsibilities

6.12 You and anyone living in your home, or visiting you, (including children) must:

- a. not keep or temporarily place a motorbike or any other motor vehicle inside your home or in indoor communal areas (including entrance halls, stairs and landings).
- b. not keep a bicycle in indoor communal areas (stairs, lifts, landings, entrance halls).
- c. not keep any animal, bird, reptile, or insect that we consider is unsuitable for your home, or where appropriate levels of hygiene are not maintained; arrangements for the disposal of waste (including urine and faeces) must be to our satisfaction and must not cause damage, nuisance or inconvenience to any other person.
- d. not keep any animal, bird, reptile or insect on the premises if action has previously been taken against you under the Environmental Protection Act 1990.

- e. permanently remove from your home any animal, bird, reptile or insect that annoys, frightens or causes harm to other people, or causes damage to property
- f. not keep a dog if you live in flats, bedsits or maisonettes (including sheltered housing) without our written consent; (we will, in most cases, refuse consent unless you live on the ground floor and have a garden;) we will withdraw consent if the dog causes nuisance, damage, annoyance, harm or frightens other people.
- g. not run a business from your home without our written consent; we will refuse consent if the business would cause a nuisance or might damage or reduce the value of your home;
- h. not put up a shed, garage, conservatory, greenhouse, aviary, pigeon loft or other structure anywhere on your property without our written consent
- i. not keep flammable materials or gases other than may be reasonably required for domestic use; you must store any such items in a safe and secure place and ensure they do not pose any actual or potential risk to any person or any property.
- j. take all reasonable precautions needed to prevent fire, flood, theft, loss or damage to our property.
- k. not fix any aerial or satellite dish anywhere on your premises (including in the garden) without our written consent.

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7. Moving to Another Council Home

TENANT'S RIGHTS

7.1 You have the right to apply to move to another council home. You will need to go on the transfer list. How long you will wait will depend on:

- a. how urgently you and others need to move.
- b. how many suitable homes become empty.
- c. how long it takes you to do the repairs and redecoration we tell you are needed to your existing home. We will inspect your home and tell you what work you must do before you can move. Transfers are offered on the basis that it does not cost us anything to get your home ready for the next tenant, except for fair wear and tear. We will charge you for any damage or alterations we consider unsatisfactory, redecoration, rubbish removal and any other work required which is, in our opinion, not due to fair wear and tear.

7.2 We will not normally offer you another council home if:

- a. you have breached any one of the terms of this tenancy agreement; or
- b. we have a possession order in force.

If you have an urgent need to move and cannot comply with the requirements of sections 7.1 (c), and 7.2, contact your housing officer for advice.

7.3 You have the right to see our rules for deciding who is offered a council home. A leaflet is available that explains these. You can also ask your housing officer for details.

Urgent Moves (Including Racial Harassment and Domestic Violence)

7.4 If we consider it appropriate, we may arrange urgent moves for tenants who need to move quickly due to an emergency. Details are available from your housing officer.

7.5 We will, if requested, offer a transfer to a tenant experiencing racial harassment. If we consider it appropriate, we will take enforcement action against tenants who commit, allow, or incite acts of racial harassment. This will be done in accordance with paragraphs 1.11 and 1.12. Tenants who breach their tenancy conditions risk losing their home. Please contact your housing officer if you want more information.

Mutual Exchanges (for secure tenants only)

7.6 If you are a secure tenant, you have the right to swap your home (called an 'exchange') with another tenant of the Council, a housing association or another council. This is known as an assignment. You must obtain our consent in writing first.

7.7 We may refuse consent under any of the Grounds listed in Schedule 3 to the Housing Act 1985. These include (but are not limited to):

- a. one of the homes would be too small or too large for the new tenants.
- b. we are taking legal action to get possession of the home of any of the tenants involved; or we already have a possession order.
- c. the exchange would mean that a home adapted for elderly or disabled people would have no-one living there who needed the adaptation.
- d. one of the homes is in a group that we let to people with special needs and the exchange would mean that no one living there had such a need.
- e. the extent of the accommodation in one of the homes would be unsuitable for the new tenants.

7.8 We also set certain conditions that you must meet before the exchange can go ahead. These are:

- a. you must not owe any rent or be in breach of any of the terms of this agreement.
- b. your home and garden must be in good condition.
- c. if you have made improvements or alterations without our written agreement, or in our opinion, you have done these in an unsatisfactory way, we may ask you to return your home to how it was before. Alternatively, we may take other action that we consider to be appropriate.

7.9 If you exchange without our written agreement, we may take legal action to evict you and anyone living with you.

7.10 We have produced an information leaflet about exchanges, and you can get a copy from your housing officer.

8. Leaving Home and Ending Your Tenancy

TENANT'S RESPONSIBILITIES

8.1 You must give us at least four weeks' notice if you want to end your tenancy. This notice must be in writing and the four weeks must end on a Monday at noon. This is called giving us 'Notice to Quit'. Your housing officer has Notice to Quit forms that you can fill in.

8.2 You must hand all keys into your local housing office by noon on the Monday your tenancy ends. If you do not, we will change the locks. We will charge you for this.

8.3 You must arrange for us to inspect your property before you move out. We will tell you what repairs and redecoration you need to do before you go. We do not expect to have to spend any money getting your property ready for the next tenant to move into, except for fair wear and tear.

8.4 You must allow prospective new tenants to view your premises before you move out. We will accompany them and will give you reasonable notice. We will consider you're working and other similar commitments.

8.5 You are responsible for the condition and state of repair of your property, except for fair wear and tear. You are responsible for any damage, deterioration or poor cleanliness whether caused by yourself or any other person (including children). Please remember that:

- a. You must leave your home in a clean condition when you move out. If you do not, we will arrange for it to be cleaned and will charge you for this.
- b. You must leave the premises, its decorations, the fixtures, fittings, and any furniture we have provided in good condition. Do not leave any rubbish or belongings behind - if you do, we will assume that you do not want them, and we will dispose of them. You will have to pay our costs of getting rid of such items.
- c. You must pay for repair or replacement if any damage has been caused while you have been the tenant, whether caused deliberately or through neglect or carelessness by yourself or any other person, including children. You will not have to pay for normal wear and tear.

8.6 You must not leave anybody else living in your home when you move out.

8.7 If you are joint tenants, any one of you can end the tenancy by giving us Notice to Quit. The Notice must be in writing and must give four weeks' notice to end your tenancy at noon on a Monday. If the Notice is not in the proper form it will not be valid. You can write the notice yourself or you can use a Notice to Quit form available from your housing officer. We will decide if any of the other joint tenants can stay in the home. We will base our decision on:

- a. whether the property will be larger than is needed, or suitable for the needs of the remaining tenants.
- b. how well the tenancy was conducted.

- c. whether there is any existing breach of tenancy conditions, including rent arrears.
- d. the need for housing of the person(s) remaining.
- e. the needs of applicants on the Council's waiting and transfer lists.

TENANT'S RIGHTS

Joint Tenancy

8.8 If this a joint tenancy, and one of the tenants dies, the tenancy will pass automatically to the remaining joint tenant. This is known as a 'succession'. When both joint tenants have died, there is no further right of succession. Your housing officer can give you more information on the rules of succession.

Succession

8.9 If you are a secure tenant the Definition of Successor is given in Section 88 of the Housing Act 1985. If you are an introductory tenant, it is in Section 131 of the Housing Act 1996. Ask your Housing Officer if you want more details.

8.10 On your death, provided that you were not a successor, the following may apply:

- a. The tenancy may pass to your spouse, as long as he or she was living with you at the premises as his/her only or main home at the time of your death.
- b. If the tenancy does not pass to your spouse, it may pass to another member of your family as long as he or she:
 - i. lived with you and your home was his or her only or principal home; and lived with you throughout the period of twelve months ending with your death. Another member of your family means your partner, a parent, child, grandparent, grandchild, brother, sister, uncle, nephew, or niece.

If in paragraph 8.10 (b), there is more than one member of your family qualified to succeed to the tenancy, they should agree between them which of them shall claim it. If they cannot agree, we will decide which of them shall have the tenancy. We will usually give preference to your partner.

Where possible we will allow a partner of the same sex to succeed to the tenancy. We cannot grant joint tenancies in succession cases.

8.11 The above briefly describes your legal rights. In some cases, where the above does not apply, we may still transfer the tenancy to another person living with you at your death. Please ask your housing officer if you want more information.

8.12 We reserve the right to seek possession if succession results in under-occupation. However, we will not do this if your spouse has succeeded to the tenancy. In other cases, we will not do so for at least six months and we may, at our discretion, offer alternative accommodation.

8.13 We also reserve the right to seek possession if your home has special features for a person with disabilities, or the home is one of a group of dwellings we let to people with special needs and there is no longer someone who needs these facilities living on the premises. In such cases we may, at our discretion, offer alternative accommodation.

8.14 If no one succeeds to the tenancy, or we feel it inappropriate to grant the tenancy to the remaining person, we will require the property to be returned to us. We may at our discretion provide alternative accommodation to the remaining person(s).

LANDLORD'S RIGHTS

8.15 We can end your tenancy only by obtaining a Court Order for possession of the premises.

8.16 If you are a secure tenant this would be on one of a number of grounds listed in Schedule 2 of the Housing Act 1985. These include (but are not limited to):

- a. where you have not paid the rent or have broken any other clauses in this agreement.
- b. where you have caused or allowed nuisance or annoyance to neighbours (by anyone living with or visiting you, including children), or have been convicted of using the premises for immoral or illegal purposes; or where you have caused or allowed racial or other harassment of neighbours.
- c. where you have caused or allowed (by anyone living with you or visiting you, including children), damage to the dwelling, furniture we have provided, or common areas used by other tenants.
- d. where you have obtained the tenancy by making false statements.

You can obtain further information and a list of all the grounds for possession of secure tenancies from any of our housing offices.

8.17 If you are an introductory tenant, the procedure for seeking possession is set out in sections 127 to 130 of the Housing Act 1996. This procedure is described in the leaflet 'Your Introductory Tenancy Explained'. If the Court is satisfied that we have followed the procedure correctly we will be granted a Possession Order.

DECLARATION

By signing this agreement, you agree to keep to the terms of the tenancy.

For the purposes of the Data Protection Act 1998 you agree that we may process personal information which you have provided or has been provided by third parties in order to perform the functions of managing your tenancy and the provision of general housing and support needs. Any processing will be undertaken in accordance with the provisions of the Data Protection Act 1998 or any other relevant legislation and in accordance with our policies on disclosure of information and confidentiality. By entering into this tenancy agreement, you consent to such processing. (In the case of a joint tenancy each of you must sign the agreement)

Signed by tenant(s):

Signed:

Print full name:

Date: _____/_____/20____

Second signature (joint tenancy only)

Signed:

Print full name:

Date: _____/_____/20____

I confirm that the Council has granted a weekly tenancy to the above-mentioned tenant(s) subject to the conditions set out in this tenancy agreement and that the start date is as set out on page 1.

Address of the Property

Postcode

Signed on behalf of Peterborough City Council:

Signed:

Print full name:

Date: _____/_____/20____

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