

DRAFT Tenancy Agreement - Secure Tenant

Your Tenancy Agreement is a legal contract. It describes the rights and responsibilities of Corby Borough Council and of you the tenant. Further information regarding your Tenancy Agreement can be found in the Tenants Handbook

1.0 ABOUT YOUR TENANCY AGREEMENT

- 1.1 This agreement makes you a secure tenant.
- 1.2 It means you keep your home as long as you want it **unless** there is a legal reason why the Borough Council wants to take it back (called a 'ground for possession' in the Housing Act). A Court has to agree with the Council's request to evict you or to move you to another home. This could be for one of two reasons:

1.2.1 Because of your own action or the action of someone living with you or visiting you:

You must have broken a rule in this tenancy agreement or given false information in your housing application. In these cases we will not offer you another home.

1.2.2 Because special circumstances mean the Council must move you out:

This could be either temporarily or permanently. These circumstances are described in this agreement (see sections 3.6, 6.14). You will be offered a suitable alternative home, and will normally get compensation or help with moving costs (or both) depending on your circumstances.

- 1.3 If the Council decides to take action to end your tenancy we will inform you by delivering the legally required notice to the address of the agreement. The notice will be posted to, or left at the property or given to you personally. If we need to send you any other legally required notice we will follow the same procedure.

2.0 YOUR RENT

- 2.1 **You must** pay your rent. It must be paid on time. Your rent is due every week but you can pay in advance every two weeks or every month if you prefer. There are occasional 'free' weeks when no rent is due (If you are in rent arrears then you must continue to pay in these weeks).
- 2.2 If you do not pay your rent, or pay it persistently late, the Borough Council can go to court to get legal permission to evict you from your home. If you have any difficulty paying your rent you should phone the Councils rent section immediately.
- 2.3 If you are **joint tenants** you are each responsible for all the rent and for any rent arrears. The Borough Council can recover all rent arrears owed for your home from any individual joint tenant. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent that may still be owed.

- 2.4** The amount of rent you pay depends on the amenities in your home and on its size, type and location.
- 2.5** Your rent includes an amount to pay for tenant involvement in decisions about the Council's housing service.
- 2.6** The rent may be increased or decreased from time to time. These changes are usually once a year, but they may be done as and when required – normally when there is a change in the level of service or charge. You will be told in writing at least four weeks before any rent change.
- 2.7** **You must** repay any money you owe us from a previous tenancy—such as rent arrears or the cost of repairing deliberate damage. If you do not keep to an arranged repayment plan, the Council can go to court to get legal permission to evict you from your home. The Council will also pursue any debt you owe from a former tenancy as a separate debt.
- 2.8** **We have the right** to charge you for any new service we provide for your home. The cost will be charged as part of your rent. We will tell you in writing, at least four weeks before we do this.
- 2.9** Some tenants pay for extra services as part of their rent. Your Housing Officer will tell you if you are one of these tenants. These charges will be separately listed on your rent card and any statement that is sent to you.

3.0 REPAIRS & IMPROVEMENTS

Council's Responsibilities

- 3.1** We must keep the structure and exterior of your property (including drains, gutters and external pipes) in repair. We must keep in repair and proper working order:
- installations for supplying water, gas, electricity and sanitation. This includes basins, sinks, toilets, baths. It does not include other fixtures and fittings or your own appliances that use the water, gas or electricity supplies; and
 - installations for supplying heat and hot water; and
 - the common parts—stairs, lighting, and lifts.
- 3.2** **We must** weatherproof the outside of your home. This may include painting the outside of your home at regular intervals if required.
- 3.3** **We must** do repairs in a reasonable time. When you report a repair we will tell you when the work will be done by (this depends on how urgent it is).
- 3.4** **We must** clear up after a repair. We will leave the decoration as close as possible to how it was before the work was done, or give you an allowance. For more information please look at the Tenants Handbook or contact the Council's housing repair section.

- 3.5** **We must** give you or send you written confirmation of your request for a repair (unless it will be done within a short period of time). Keep this confirmation in case you want to make an enquiry later.
- 3.6** There are special circumstances when the Council has the legal right to take possession of your home because work needs to be done on it. They are:
- If your property needs to be empty for major building repair or for complete redevelopment or because it has to be demolished. You will be offered a suitable alternative home. You will usually get compensation or help with moving costs (or both) depending on your circumstances. Your move could be permanent or temporary.
 - If you agree to a temporary move we have the right to take possession of your temporary home when the work on your original property is finished.

Tenants rights

- 3.7** **You have the right** to get repairs done on time. In **some** cases you have a legal ‘right to repair’— you may be able to get compensation if certain repairs are not done on time. Contact the Councils housing repair section for more information.
- 3.8** **You have the right** to make improvements to your home. These could range from relatively minor alterations / additions to the construction of extensions, conservatories, garages and the like. Before you commence any work you must get the Council’s agreement in writing, having made a written application complete with any relevant drawings. This is because the Council can only give permission for work which has been clearly described. This benefits both you and the Council as we can advise on the relevant statutory permissions which may be required. Furthermore we may also advise on the presence or otherwise of asbestos, which may affect your plans and could prevent accidental contact with potentially harmful asbestos fibres (many homes throughout the country were built using asbestos containing products). You have a legal duty to make any workers / contractors hired by you aware of the presence of asbestos in the areas to be worked on. We will not refuse permission for alterations unless there is a good reason. If you make an improvement you can ask us to repair and maintain it for you. If you do get this agreement we may increase your rent to cover the extra costs of repair and maintenance. Contact the Councils housing repair section for more information.
- 3.9** **You may have the Right** to Buy your home. Further details are contained in the Tenants Handbook.

Tenant’s Responsibilities

- 3.10** **You must** report any faults or damage immediately to the Housing repair section.
- 3.11** **You must pay** for repair or replacement if you (or anyone living with you or visiting your home) causes damage deliberately (smashed windows or broken doors for example). You must also pay for repair or replacement if damage is caused by your own neglect. The costs may be charged on top of your rent.

- 3.12 You are responsible for** small repairs like unblocking sinks. A full list of the repairs you are responsible for is listed in the Tenants Handbook. Housing may do some of these jobs for you if you are elderly or disabled.
- 3.13 You must** allow Council workers or people sent by the Council into your home to inspect and carry out repairs and improvements. In emergencies we will need to get in immediately to prevent risk to you or your neighbours. If you do not let us in we could take legal action to enter your home and you may have to pay our costs. **All of the Council's employees and anyone sent by the Council to work in your home carries formal identification. Always confirm the person identify before letting them into your home.**
- 3.14 You must** allow Council workers or people sent by the Council into your home to inspect and carry out annual gas servicing of appliances. If you do not let us in we could take legal action to enter your home and you may have to pay our costs. **Remember that all of the Council's employees and anyone sent by the Council to work in your home carries formal identification. Always confirm the person identify before letting them into your home.**
- 3.15 You are responsible for** decorating inside your home. We **might** be able to help if you are elderly or disabled. For more information please look at the Tenants Handbook or contact the Council's housing services.
- 3.16 You are responsible for** repairing and maintaining your own equipment such as cookers or washing machines and any improvement you have put in yourself (unless you have an agreement for us to repair and maintain it).
- 3.17 You must not** remove walls or take out any other part of your home without the Council's agreement in writing.
- 3.18** If you make an improvement or alteration to your home without our written agreement we may tell you to return the property to how it was before. If you don't, the Council will do the work and make you pay for it.

4.0 COMMUNITY RESPONSIBILITIES

Everyone has the right to enjoy life in their own way providing they don't upset people living near them. The Council will help people solve their problems peacefully but we will take action quickly when this fails and in cases of harassment or victimisation.

Tenant's Responsibilities

- 4.1 You are responsible for** the behaviour of every person (including children) living in or visiting your home. You are responsible in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.

- 4.2** You (or anyone living with you, or visiting your home) **must not** cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include, but are not limited to:
- loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling drugs or drug abuse; rubbish dumping; playing ball games close to someone else's home.
- 4.3** You (or anyone living with you, or visiting your home) **must not** harass any other person. Examples of harassment include , but are not limited to:
- racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of others.
- 4.4** You (or anyone living with you, or visiting your home) **must not** threaten, abuse or in any other way distress any Member, Officer or official agent of the Council.
- 4.5** You (or anyone living with you, or visiting your home) **must not** make false or malicious complaints about the behaviour of any other person.
- 4.6** You (or anyone living with you, or visiting your home) **must not** use your home or any communal area for any illegal activity such as selling drugs.
- 4.7** You (or anyone living with you, or visiting your home) **must not** damage, deface or put graffiti on Council property. You will have to pay for any repair or replacement. The costs may be charged on top of your rent.
- 4.8** You (or anyone living with you, or visiting your home) **must not** interfere with security and safety equipment in communal blocks—doors should not be jammed open and strangers should not be let in without identification. You must co-operate with security staff.
- 4.9** You (or anyone living with you, or visiting your home) **must not** break any of the Council's bylaws. You can ask to see the bylaws at a public library.
- 4.10** You **must not** inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.
- 4.11** You (or anyone living with you) **must not** keep any pet, or number of pets, which are unsuitable or unreasonable for that property or locality.
- 4.12** You (or anyone living with you) **must not** keep any animal that the Council decides is unsuitable for your home or garden. If you are in any doubt at all you should contact housing services. Your pet or pets must not annoy or frighten other people.
- 4.13** You **must** co-operate with the Council and your neighbours to keep any communal areas clean, tidy and clear of obstruction. You must not litter or flytip, but must put refuse out at the specified times.

- 4.14** **You** (or anyone living with you) **must not** run a business from your home without the Council's agreement in writing. We will not normally refuse permission unless the business would cause a nuisance or might damage the property.
- 4.15** **You** (or anyone living with you, or visiting your home) **must not** park a vehicle anywhere on your property except on 'hardstanding' (a driveway or paved area intended for parking). Caravans or motor homes must not be parked on the garden, driveway, paved area around your home or on any communal parking areas without the Council's agreement in writing. You (or anyone living with you, or visiting your home) must not park anywhere that would obstruct emergency services.
- 4.16** If your property has a designated resident's parking space, only you and your legitimate visitors must park there. You must not give or sell the parking place to anyone else.
- 4.17** **You** (or anyone living with you, or visiting your home) **must not** do major car repairs or park an illegal or unroadworthy vehicle on the land around your home or on the road.
- 4.18** **You** (or anyone living with you) **must not** put up structures such as sheds, garages or pigeon lofts anywhere on your property without the Council's agreement in writing.
- 4.19** **You must** make sure your garden is tidy. Lawns must be cut and hedges trimmed. If the garden is overgrown—and there is no good reason why you can't do it—the Council can clear it and charge you for the work. We **might** be able to help you if you are elderly or disabled— contact housing services for more information.
- 4.20** **You** should always clear up any rubbish in the immediate area of your home and keep bins stored tidily.
- 4.21** **You** (or anyone living with you, or visiting your home) **must not** keep or use unsafe bottled gas appliances, paraffin, petrol or any other dangerous material in your home or in communal areas. Where it is necessary to store any flammable materials they must be stored in containers that comply with the relevant safety standard for this use. In addition any appliances using these fuels must be fit for the purpose and comply with all relevant safety standards and be regularly maintained in accordance with the manufacturers instructions by a competent person. If you are in any doubt contact the Council for advice.

Council's responsibilities

- 4.22** **We must** give you, and anyone living with you, help and advice if you report anti-social behaviour. We will investigate your complaints, keep you informed and take appropriate action to tackle the problem.

5.0 TENANT INVOLVEMENT

- 5.1** Your rent includes an amount to pay for tenant involvement in decisions about the Council's housing service.

Council's Responsibilities

- 5.2 **We must** ask your views about any of the Council's housing plans if they substantially affect you—for example we will consult you about modernisation or improvement work planned for your home or your area. We will involve you or your tenants' group in local housing issues.
- 5.3 **We must** ask your views about any planned changes to the tenancy agreement. You will be told in writing if these changes are to go ahead.
- 5.4 **We must** provide information every year about our work and performance. It will tell you how the service is paid for and how your money is spent.
- 5.5 **We must** deal with your complaints efficiently and effectively. If you need to make a complaint, contact housing services.
- 5.6 **We do not** have to consult you about increases or decreases to the rent or the service charge (paid by some tenants for their heating or fittings). But we will tell you in writing at least four weeks before any rent change or one week before any change to the service charge.

Tenant's rights

- 5.7 **You have the right** to see information we have about you, your partner or your family. (In certain circumstances you will not be able to see everything—for example details about other tenants). You can get copies of the information but you may have to pay. Contact housing services.
- 5.8 **You have the right** to start or join local tenants' group. Contact housing services for information about groups in your area or about how to start one.
- 5.9 **You have the right** to come to most Council committee meetings that decide how Council services are run and managed.

6.0 USING YOUR HOME

Tenant's rights

- 6.1 **You have the right** to take in lodgers. A lodger is someone, who lives with you, but wasn't part of your household when you first moved in. They don't have exclusive right to any one part of your home, and will get some sort of service from you such as cooking or cleaning.
- 6.2 **You have the right** to sub-let part of your home, but you must get the Council's agreement in writing first. Sub-letting means that someone who lives with you, but wasn't part of your household when you first moved in, pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of the property.

Tenant's responsibilities

- 6.3** You must use your Council property as your main home.
- 6.4** You must tell housing services if you will be away from home for more than a month. (This is so we know you haven't abandoned your home).
- 6.5** If you don't use your property as your main home, or if you don't tell us when you'll be away for more than a month, we will take action to end your tenancy.
- 6.6** You must report any faults or damage immediately to the housing repair section.
- 6.7** You must keep your property in good condition, reasonably clean and free of obstacles to reduce the risk of fire and allow us to get in to do repairs or make improvements. You must use the fixtures responsibly.
- 6.8** You (or anyone living with you or visiting your home) **must not** tamper with water, gas or electricity supplies, or with the meters.
- 6.9** You must pay for repair or replacement if damage is caused deliberately or by your own neglect (not reporting a leaking pipe for example). The costs may be charged on top of your rent.
- 6.10** You must not have more people living in your home than the maximum number allowed.
- 6.11** You (or anyone living with you, or visiting your home) **must not** keep mopeds or motor-bikes inside your home or indoors communal areas (entrance halls, stairs, landings). Mobility chairs must be stored safely and away from any flammable materials (including carpets and other floor coverings, wooden floors and soft furnishings) and communal areas.
- 6.12** You are responsible for decorating inside your home (please refer to "**Asbestos in Houses**" in the Tenants Handbook). We **might** be able to help if you are elderly or disabled - contact housing services for more information.
- 6.13** You are responsible for allowing housing services access to your home on an annual basis. Reasonable notice of this visit and its purpose will be given.

Council's responsibilities

- 6.14** There are special circumstances when the Council has the legal right to take possession of your home. We can move you if the property has special adaptations for a disabled or elderly person who no longer lives there. But we only do this in **very exceptional cases** - for instance if another elderly or disabled person who has nowhere suitable to live needs the property. Even if it did happen you would be offered another suitable home before you had to move out.

7.0 MOVING TO ANOTHER COUNCIL HOME

Tenant's Rights

7.1 **You have the right** to apply to move to another Council home. But we will only offer you a home if you meet certain conditions. You have the right to see our rules for deciding who gets offered a Council home. You also have the right to a free summary of our rules for who gets offered a Council home.

7.2 **You have the right** to swap your home (called an 'exchange') with another tenant of the Council, a housing association (RSL) or another Council. But you must get the Council's agreement in writing first. We cannot refuse permission unless:

- one of the homes would be overcrowded; or
- the Council is taking legal action to get possession of the home of any of the tenants involved; or
- the exchange would mean that a home adapted for elderly or disabled people would have no-one living there who needed the adaptation; or
- one of the homes would be obviously too large for the new tenants.

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

- you must not owe any rent (unless you have been keeping to a rent arrears repayment agreement for a set time); and
- your property and garden must be in good condition; and
- if you have made improvements or alterations without our written agreement you must return the home to how it was before.

If you do exchange without our written agreement we will take legal action to evict you. You will not be able to return to your original home and will not be offered alternative housing

8.0 LEAVING YOUR HOME & ENDING YOUR TENANCY

Tenant's responsibilities

8.1 **You must** inform housing services in writing at least four weeks before you want to leave your home. This four-week 'notice' time must end on a Monday and you must return your keys to the housing office on the day you leave. If you do not give this notice period you will be charge 4 weeks full rent in lieu of notice.

8.2 **You must** leave the property, the fixtures and any furnishings we have provided in good condition when you go. Do not leave any of your belongings behind—the Council will dispose of them and will not accept any liability for and loss, damage or distress.

8.3 **You must** pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear.

- 8.4** **You must** not leave anybody else living in your home when you move out. You cannot pass on your tenancy to anyone else unless it is an 'assignment' (see section 8.8).
- 8.5** **We have** rules about who can have another Council home in the future. Examples of why we may not offer you another Council home include if:
- you are evicted; or
 - you abandon your home (leave without giving notice and returning the keys); or
 - you leave your home owing rent (and without making an agreement to repay); or
 - you leave your home in poor condition without paying for repair or replacement.
- 8.6** If you are **joint tenants** any one of you can end the tenancy by giving us four weeks' notice. We will decide if any of the other joint tenants can stay in the home.

Tenant's rights

- 8.7** **The law** says that if you die, the tenancy of your home will pass to your husband or wife, or to the person who had been living with you as your husband or wife. Or it can pass to a relative (parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece) if they had been living with you for the previous twelve months.
- 8.8** **The law** says that you can 'assign' your tenancy to a person who would be qualified to succeed to the tenancy if you had died immediately before the request for an assignment. For further information please see the Tenants Handbook.

9.0 COUNCIL POLICY

- 9.1** Council policy may give more express rights than those set out in your Tenancy Agreement
- 9.2** Council policy cannot remove any express rights set out in your Tenancy Agreement
- 9.3** A copy of all relevant Council policy is available free of charge from housing services