

# TENANCY AGREEMENT

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THIS AGREEMENT is made the XXX day of XXX Two thousand and XXX

BETWEEN **SOUTH LAKELAND DISTRICT COUNCIL** (“the Council”)

and **XXX** (“the Tenant”)

UNDER WHICH the Council lets to the Tenant

**XXX** (“the Property”)

THE TENANCY will commence from **Monday XXX**

Where two or more people are joint tenants, the term “the Tenant” includes both or all of them.

THE AGREEMENT sets out the Parties’ duties which must be observed and performed.

Further detailed information concerning the Tenancy and regarding points in the Agreement is set out in the Tenants’ Handbook, which is provided for information only.

**Permitted Number: X**

(This is the maximum number of people that may live in the dwelling – children under 12 months do not count, children between 1 to 10 years count as a half, adults and children over 10 years count as one. If you allow more people than the permitted number to live in this dwelling, you are allowing statutory overcrowding to take place and committing an offence which could lead to you being prosecuted)

## TENANCY AGREEMENT

### INTRODUCTORY AND SECURE TENANCY

#### Acceptance of Tenancy

1. You accept, jointly and severally, the Tenancy of XXX on the Terms offered and subject to the Regulations and Conditions contained in this Tenancy which you have read and agree to comply with in all respects.
2. You confirm that the Tenancy will commence on XXX.
3. You confirm that this Tenancy Agreement is subject to an initial Introductory Period of 12 months and that the Special Conditions set out in Section Two apply which you have read and agree to comply with.
4. You confirm that if the Introductory Period is completed satisfactorily and no action has been started to end the Tenancy, that the Tenancy Agreement will become a Secure Tenancy and that the Conditions set out in Section Three will apply.
5. You confirm that the information given on your Housing Application Form is still correct other than for any subsequent changes in particulars which have been given to us in writing.
6. You fully understand that should the rent fall into arrears at any time on either the Introductory Tenancy or the Secure Tenancy, we will have the right to take action to recover the debt and/or to terminate the Tenancy in addition to the other grounds for possession as set out in paragraph 5.3 of Section Four of this Agreement.
7. You confirm that Section Four includes Conditions common to both the Introductory Tenancy and the Secure Tenancy and that you will comply with them.
8. You confirm that the Grounds for Termination apply equally to both the Introductory Tenancy and the Secure Tenancy and are included in paragraph 5.3 of Section Four of this Agreement.

## INTRODUCTORY TENANCY

### SPECIAL CONDITIONS

#### 1. **Introductory Tenancy**

You are from the start of your tenancy an Introductory Tenant and your tenancy will last for a period of 12 months from the start date of your tenancy. This is called the 'trial period'. This trial period can be extended by us for a maximum of 6 months. It will only be extended because of certain breaches of these conditions of tenancy and only after we have notified you that we wish to extend the trial period.

We can end your tenancy with a Court Order on any reasonable ground.

#### 2. **Security of Tenure**

You do not have all the rights of a secure tenancy. In particular you do not have security of tenure. However, if you keep to all the conditions of the agreement for the full trial period and no action has been taken to end the tenancy then your tenancy will automatically change to a secure tenancy at the end of the trial period.

#### 3. **Termination of the Introductory Tenancy Agreement by the Council**

Your tenancy can only be brought to an end if a court order is obtained. No proceedings can be taken to remove you from the premises unless you have been served with an appropriate Notice of Proceedings which sets out the reasons for the notice.

If you are served with a notice you have the right to ask for a review of our decision but your request to ask for a review of our decision must be made within 14 days of the notice being served.

The grounds for seeking possession can be found in paragraph 5.3 of Section Four of this Agreement (see page 11).

#### 4. **Variation of Terms of Tenancy**

We may vary the terms of this Agreement upon giving four weeks' notice in writing to you. Such notice may only be given after we have consulted tenants.

No such variation can be made which:-

- (i) reduces our repairing obligations under this Agreement; or
- (ii) reduces your security of tenure under this Agreement.

#### 5. **Lodgers**

You do not have the right to take in lodgers during the trial period.

#### 6. **Exchange**

You may not exchange your home with another tenant during the trial period.

## SECTION THREE

# SECURE TENANCY

### CONDITIONS

#### 1. Security of Tenure

We shall not during the course of the tenancy interfere with your right of possession of the property, except in the circumstances set out in paragraph 2.16 'Access for Repairs and Servicing' of Section Four (see page 9) and paragraph 3 'Emergency Access' of Section Four (see page 11) of the Agreement.

#### 2. Termination of Secure Tenancy Agreement by the Council

You have security of tenure. We can only bring the tenancy to an end by obtaining a court order for possession. The grounds for seeking Possession can be found in paragraph 5.3 'Termination by Council' of Section Four of this Agreement (see page 12).

#### 3. Variation of Terms of Tenancy

We may vary the terms of this Agreement upon giving four weeks' notice in writing to you. Such notice may only be given after we have consulted tenants.

No such variation can be made which:-

- (i) reduces our repairing obligations under this Agreement; or
- (ii) reduces your security of tenure under this Agreement.

## SECTION FOUR

# GENERAL CONDITIONS

### APPLICABLE TO BOTH INTRODUCTORY AND SECURE TENANCY AGREEMENTS

#### **1. DUTIES OF THE COUNCIL**

##### **1.1 Repairs**

We must keep in repair the structure and exterior of the dwelling house including drains, gutters and external pipes.

We must keep in repair and proper working order installations for supplying water, gas, electricity and sanitation (including basins, sinks, baths and sanitary conveniences) and installations for supplying heat and hot water.

A full list of repairs for which we are responsible can be found in the Tenants' Handbook, which is provided for information only.

We are not liable for repairing any of the above if you are at fault for the repair being needed.

##### **1.2 Decorations**

We are responsible for decorating the exterior of your property and any communal parts of flats and maisonettes.

##### **1.3 Consultation**

We shall consult you on any changes which are likely to substantially affect you (with the exception of rent increases) and will do this at least four weeks before such changes are implemented.

##### **1.4 Landlord's Address for Service of Notices**

Under Section 48 of the Landlord and Tenant Act 1987, we must give you our address for the service of notices. Any notice from you to us under this Agreement may be sent by post or delivered to:

Chief Executive  
South Lakes Housing  
Little Aynam House  
Little Aynam  
Kendal  
Cumbria  
LA9 7AH

## **2. DUTIES OF THE TENANT**

**2.0** *"We believe every tenant has the right to peaceful enjoyment of their homes. We believe everybody has a right to live in their home and enjoy life in their own way, providing they do not upset or annoy people living near them. A good neighbour will not cause a nuisance and will also be tolerant and understanding of the different lifestyles each person chooses".*

**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.

If you (or anyone living with you or visiting your home) break any of the following conditions of tenancy we may seek to repossess your home by obtaining a Court Order or we may take any other action or legal action we think appropriate.

### **2.1 Paying Rent (including Service Charges)**

- a) In this agreement "rent" means the total weekly payment for the tenancy of your home, any heating charges and any services we provide, such as amenity charges for sheltered accommodation.
- b) Your rent is due weekly in advance every Monday. We can go to Court to evict you from your home if you do not pay your rent on time. There are occasional "free" weeks when no rent is due (although people with rent arrears must continue to pay in these weeks).
- c) If you are joint tenants you are each responsible for all the rent and for any rent arrears. We 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.
- d) The amount of rent you pay depends amongst other things on the amount your home is worth and the size of your home and number of bedrooms.
- e) Your rent includes an amount to pay for tenant involvement in decisions about the Council's housing service.
- f) 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, we can go to court to evict you from your home.
- g) When your tenancy ends, for whatever reason, you will not be entitled to a refund of any amount of rent or other charges which are payable in advance and no apportionment of rent shall take place.

### **2.2 Rent Increases**

- a) We may change your rent by giving you at least 28 days notice in writing. The notice will tell you how much the new rent will be and when you have to start paying it. Any rent charged will be reasonable and calculated in accordance with any government policy or guidelines published from time to time.

### **2.3 Services**

- a) Any services we provide in connection with your home are those listed in your offer of tenancy letter. You pay a service charge for these which has been calculated on the basis of what these services cost to provide.

- b) We may change the services we provide but we will consult all tenants who receive them and consider tenants' comments first. We will give you at least 28 days notice in writing if we increase, add to, remove, reduce or vary the services provided.

## 2.4 Occupation

**You must** occupy and furnish the property and use it as your only or main home. You are entitled to have members of your family occupying the house with you, as long as this does not lead to statutory overcrowding. If we ask, you must tell us who is living in the house. You should tell us as soon as there is a change in those who are living in your house.

**You must** tell your local housing office if you will be away from the property for more than four weeks. We will then know that you have not abandoned the property. If your job means that you are often away from the property, or you are away for long periods at a time, you should discuss this with your local housing office.

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.

## 2.5 Insurance

You are responsible for fully insuring your own possessions which are kept on or in the property (known as contents insurance). We strongly recommend that you do this. We will accept no responsibility for loss or damage to your possessions caused by you, your family, lodgers, sub-tenants, visitors, pets, or any other person.

## **ANTI-SOCIAL BEHAVIOUR**

If you have a complaint about nuisance, physical abuse, verbal abuse, racial harassment, harassment, hate crime, domestic violence or other anti-social behaviour you should initially contact your local housing office. We shall investigate your complaint and take appropriate action to resolve the problem. Any incidents of this nature will be pursued vigorously and legal action will be taken against the perpetrators if appropriate. Acts directed to another person because of their race or ethnic origin, gender, sexuality, disability, religious beliefs or age will be treated in similar way.

South Lakes Housing takes firm action to eliminate such anti-social behaviour. Our intention is to deal firmly but fairly with anti-social behaviour, to deter such behaviour and to encourage others to come forward as witnesses. We work closely with the Police and other agencies in order to deal with serious cases of anti-social behaviour and determine what action will be taken. If you (or anyone living with you or visiting your home) carry out acts of anti-social behaviour, then where appropriate the action we take could result in you losing your security of tenure, your home, or being subject to an Anti-Social Behaviour Order (ASBO) or injunction which might lead to your arrest or even imprisonment.

## 2.6 Nuisance

**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:

- 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.

## 2.7 Harassment / Hate-related incidents

**You** (or anyone living with you, or visiting your home) **must not** harass, intimidate, threaten or verbally abuse any other person.

Examples of harassment include:

- 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 or literature; doing anything that interferes with the peace, comfort or convenience of others.

**You** (or anyone living with you, or visiting your home) **must not** take part in hate-related incidents of any kind (e.g. related to race, sexual orientation, gender, disability, religion, age, etc).

## 2.8 Domestic Violence

**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.

## 2.9 Abuse of South Lakes Housing or Council Employees

**You** (or anyone living with you, or visiting your home) **must not** subject South Lakes Housing or Council employees, agents, contractors or Councillors in the course of their duty to any physical or verbal abuse.

Physical abuse includes any actual or threatened assault, attack, violent act, or aggression. Verbal abuse includes any unreasonable and/or unlawful verbal attack which is intended or likely to alarm, distress or intimidate.

## 2.10 Illegal or Immoral Purposes

**You** (or anyone living with you, or visiting your home) **must not** use your home or any communal area or any part of the neighbourhood for illegal or immoral purposes. This includes, but is not limited to, the following: dealing in controlled drugs; running a brothel; dealing in stolen goods; storage of unlicensed firearms; illegal betting and illegal gambling.

## 2.11 False Complaints

**You** (or anyone living with you, or visiting your home) **must not** make false or malicious complaints about the behaviour of any other person.

## 2.12 Repairs

**You must** report any faults or damage immediately to us.

**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.

**You** (or anyone living with you or visiting your home) **must not** tamper with gas or electricity supplies, or with the meters.

**You must** pay for repair or replacement if damage is caused deliberately or by your own neglect (not reporting a leaking pipe for example) or carelessness (or that of anyone living with you or visiting your home). If we have to carry out such repairs, the costs will be recharged to you.

## 2.13 Decorations

You are responsible for decorating the inside of the property as and when necessary and must keep it in a clean and tidy condition.

## 2.14 Gardens and Hedges

**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—we can clear it and charge you for the work.

**You must not** put a greenhouse, garage or shed in your garden without getting our written permission first, subject to any Planning or Building Regulations permission that may be required.

**You must not** remove, alter, replace or plant any hedge, or tree at the property without getting our written permission first.

**You must not** store rubbish, household furniture or appliances in the garden area. If you do, we may remove the items and charge you for doing this. We will give you 24 hours' notice that we will be removing the items.

## 2.15 Exterior Decorations, Alterations and Additions

**You must not**, without our written permission which shall not be unreasonably withheld:-

- a) Decorate the exterior of the property; or
- b) Carry out structural alterations or make any addition to the property; or
- c) Alter or add any fixtures to the property; or
- d) Remove any hedges, trees or shrubs; or
- e) Park a caravan, trailer or boat on land owned by the Council; or
- f) Fix satellite TV aerial dishes; or
- g) Construct hardstandings; or
- h) Put up structures such as sheds, garages or pigeon lofts anywhere on your property.

## 2.16 Access for Repairs and Servicing

**You must** allow our workers or people sent by us into your home to inspect and carry out repairs. You will be given at least 24 hours' notice of our intention to enter the property. If you do not let us in we could take legal action to enter your home and you may have to pay the costs or may be prosecuted for obstruction.

**You must** allow our workers or people sent by us into your home to inspect and carry out annual gas servicing - we have a legal duty to service our own gas appliances, wired-in smoke alarms and carbon monoxide detectors on an annual basis. You will be sent an initial appointment letter and you must allow us reasonable access to service the appliances. If you do not let us in **we will** take appropriate action to gain entry to your home which may include gaining emergency access (see paragraph 3 'Emergency Access' of Section Four on page 11) and you may have to pay the costs and / or may be prosecuted for obstruction.

## 2.17 Sub-Letting Part of the Property

**You must not** sub-let part of the dwelling without our written permission (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 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). However, you are advised to inform us if you do take in a lodger. This can be in your own interest as, for example, taking in a lodger may affect the level of your entitlement to Housing Benefit.

## 2.18 Using Your Home for Business and Non-residential purposes

You can run a business from your home with our written permission. We will refuse permission if we feel the business is likely to cause a nuisance to other people, or damage the property. If after we have given our permission, the business causes a nuisance, we will give you notice that we will withdraw our permission.

We will not allow you (or anyone living with you) to run the following businesses from your home:

- car repair and maintenance business
- a printing business
- any business where you would have to use hydraulic equipment, industrial sewing machines or controlled substances such as chemicals
- shops or wholesale business where customers would have to visit the property.
- any business that would mean more than your own personal vehicle being parked outside the property, for example a taxi or vehicle hire company.

## 2.19 Animals

**You** (or anyone living with you) **must not** keep any animal that we decide is unsuitable for your home or garden. If you are in any doubt at all contact your local housing officer for advice. All wild animals are considered to be unsuitable.

**You** (or anyone living with you) **must not** keep a dog in a flat or a maisonette with a shared entrance.

**You** (or anyone living with you) **must not** keep a pet that is prohibited by the Dangerous Dogs Act 1991, or by any other law.

**You are responsible** for the behaviour of any pets owned by you or anyone living with you.

**You must** take all reasonable steps to supervise and keep such pets under control.

**You must** take all reasonable steps to prevent such pets causing nuisance, annoyance or damage to other people. You must ensure that your pets do not foul or cause damage to the house, your neighbour's property, anything belonging to the Council or anything we are responsible for, such as communal areas.

## 2.20 Use of Communal Areas

**You** (or anyone living with you, or visiting your home) **must** use communal areas, where they exist on an estate, in a reasonable manner. **You must** co-operate with us and your neighbours to keep any communal areas, communal access ways or staircases in a clean and tidy condition and clear of obstruction.

**You** (or anyone living with you, or visiting your home) **must not** damage, deface or put graffiti on Council property. You would have to pay for any repair or replacement. The costs may be charged on top of your rent.

**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** (or anyone living with you, or visiting your home) **must not** keep mopeds or motor-bikes inside your home or on indoor communal areas (entrance halls, stairs, landings).

## 2.21 Dangerous Materials

**You** (or anyone living with you, or visiting your home) **must not** keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.

Many of our properties have asbestos content. Asbestos is not dangerous if left alone. You must take care not to damage any asbestos by sawing, cutting, drilling or sanding.

There are certain types of decorating materials which are not safe because they can be a fire or health hazard. These are: polystyrene tiles, internal wall cladding and Artex finish. Therefore, polystyrene tiles and internal wall cladding must not be used in future and Artex finish is to be used on ceilings only.

## 2.22 Parking

**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) and **must not** park on grass verges and greens. Caravans or motor homes must not be parked on the garden, driveway, paved area around your home or on any communal parking areas without our agreement in writing. You (or anyone living with you, or visiting your home) must not park anywhere that would obstruct emergency services or other users of the roads and footpaths.

## 2.23 Car Repairs

**You** (or anyone living with you, or visiting your home) **must not** do major or persistent car repairs or park an illegal or unroadworthy vehicle on the land around your home or on the road.

## 2.24 Assignment and Sub-letting the whole of the Property

You must not assign the tenancy (pass on your tenancy to anyone else) without our written consent or sub-let the whole of the property.

## 2.25 State of Property at end of Tenancy

At the end of the Tenancy, you must leave the property clean and tidy and in good decorative condition, and shall leave the Council's fixtures and fittings in good condition, fair wear and tear excepted.

You must remove all rubbish from the property. (Any failure on your part to fully comply with this duty will result in us carrying out the necessary work and recharging the cost to you).

Any goods that you leave in the property at the end of the Tenancy will be disposed of by us.

## 3. EMERGENCY ACCESS

**In emergencies** we will need to get in immediately to prevent personal injury to you, your household, and the the property and your neighbours' adjoining properties and / or households. Our workers or people sent by us may enter the property without giving notice if, in the opinion of one of our Officers, such entry is necessary.

## 4. TENANTS' RIGHTS

Your legal rights are fully explained in the current edition of the Tenants' Handbook which is provided for information only.

## 5. END OF TENANCY

### 5.1 Notice by Tenant

**You must** tell your local housing office in writing at least four weeks before you want to leave your home. In the case of a joint tenancy, such four weeks' notice in writing by any joint tenant will terminate the tenancy as a whole. 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.

**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.

**You must** not leave anybody else living in your home when you move out. You cannot pass on your tenancy to anyone else (called 'assignment').

**We have** rules about who can have another council home in the future. Examples of why we would 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.

### 5.2 Death of Tenant

Following notification in writing by the executor or next-of-kin of the death of the Tenant, the Tenancy will end when the keys of the property are handed in to us. (However, see current Tenants' Handbook for details of rights of succession).

### 5.3 Termination by the Council

We can only bring the tenancy to an end by obtaining a court order for possession. We will give you at least four weeks' written notice of our intention to seek possession (served personally on you or served at the property).

5.3.1 We may regain possession of the property, provided the Court thinks it reasonable, on any of the following grounds:-

(a) Nuisance

You (or anyone living with you, or visiting your home) have caused nuisance or annoyance to neighbours.

(b) Arrears of Rent

You have not paid your rent and you have been advised of the amount of the arrears.

(c) Damage to the Property

You (or anyone living with you, or visiting your home) have caused damage to the property (other than fair wear and tear) or damage to the common areas.

(d) Breach of Tenancy

You (or anyone living with you, or visiting your home) have broken a rule in this tenancy agreement.

(e) Obtaining a Tenancy by Deception

You have obtained the Tenancy by making false statements or withholding

relevant information.

(f) Refusing to leave Temporary Accommodation

You have refused to leave a dwelling which has been let to you temporarily whilst your dwelling was being improved or repaired.

5.3.2 We may regain possession of the property provided the Court is satisfied that suitable alternative accommodation is available on either of the following grounds:-

(a) Overcrowding

The dwelling is overcrowded (as defined by the Housing Act 1985).

(b) Demolition/Works

The Council wishes to either demolish the property or do works on it or land connected with it, and cannot do so whilst you are in occupation.

5.3.3. We may regain possession of the property provided the Court thinks it reasonable to do so and it is satisfied that suitable alternative accommodation is available on any of the following grounds:-

(a) Specially Adapted Dwelling

You are occupying a dwelling which has been specially adapted for a physically handicapped person and there is no longer a handicapped person living there.

(b) Special Needs Dwelling

You are occupying a dwelling which forms part of a group of dwellings let to people with special needs, and which has special facilities, and there is no longer a person with those needs living in the dwelling.

(c) Succession of Tenancy

You have succeeded to a tenancy and the dwelling is larger than you reasonably need (this does not apply in the case of a spouse succeeding to a tenancy).

IN WITNESS the hand of the parties hereto were set the day and year first before written:-

Signed on behalf of **SOUTH LAKELAND DISTRICT COUNCIL**

.....  
PETER MARTIN THOMAS  
Chief Executive  
South Lakes Housing

Signed by the aforementioned Tenant(s)

.....  
.....  
.....

.....  
Witness Signature

.....  
Witness Name

Date: .....