

Name(s)	
Address	



**North
Northamptonshire
Council**

Tenancy Agreement

SAMPLE COPY

Contents

- 1. What you need to consider before entering into this agreement**



- 2. Who is the agreement between?
- 3. About your Tenancy Agreement Your Rights as a Tenant
- 4. Rent Service Charges and Property related accounts
- 5. Repairs and Improvements
- 6. Living in and Using your Home
- 7. Community and Neighbourhood Responsibilities
- 8. Tenant Involvement
- 9. Leaving your home and ending your Tenancy
- 10. Data Protection
- 11. Declaration and Legal Statement

- App1. Smoke Alarm Declaration
- App2. Keys issued
- App3. Definitions
- App4. Signup Checklist

1. What you need to consider before signing this agreement

Please read this agreement carefully **before** accepting the conditions and responsibilities outlined within it. **When the agreement has been signed by you the conditions and obligations become binding on you as the tenant(s).**

This agreement is a legal and binding contract with the North Northamptonshire Council. If you do not understand anything in this agreement you should ask for an explanation before you sign.

For the Purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987 the landlords name and address is: North Northamptonshire Council, Sheerness House, 41 Meadow Road, Kettering, Northamptonshire, England, NN16 8TL

North Northamptonshire Council is abbreviated in this agreement to NNC

The type of tenancy you are entering into is

INTRODUCTORY

SECURE

Tick as appropriate

Witnessed (Name)

Date

If you have an introductory tenancy, this will automatically become a **SECURE TENANCY** on _____ unless the period of your introductory tenancy is extended by NNC.

2. Who this agreement is between

This tenancy agreement is made between North Northamptonshire Council, (your landlord) and referred to in brief as NNC in this document, Sheerness House, 41 Meadow Road, Kettering, Northamptonshire, England, NN16 8TL



and

Title	Forename(s)	Surname

(In the case of joint tenants each person will be individually and jointly responsible for any of the obligations and liabilities of this tenancy).

In respect of

(The Premises)

The property is a bed roomed house flat bungalow maisonnette

This property has an allocated parking space at		
This property has a garage located at		
The property is a general needs housing unit	Yes	No
The property is located in or part of a sheltered court or scheme	Yes	No
This property is suitable for pets	Yes	No
The property is exempt from the Right to Buy	Yes	No
The property has facilities and or shared areas with others.	Yes	No
Communal/shared areas – Managed Use or Sterile Fire Risk Policy?		

The tenancy will begin on

and is a weekly tenancy, starting on a Monday and periodically thereafter from Monday to Sunday inclusive, week to week.

Your liability to pay the rent due begins on

The maximum number of persons who can reside permanently in the property is

(Note: Children under the age of 10 count as 0.5 of a person and are not entitled to an individual bed space unless they are of different sexes and are over the age 10. This is relevant to Housing Legislation and not Housing Benefit regulation)

The number of bed spaces within this property is

The payment of rent is due in advance on a Monday in each week.

The weekly rent payment for the Property and Premises and any/all related service charges at the date of this agreement shall be: -

Gross Property Rent	£
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In this agreement the term "rent" refers to the sum of the Gross rent and any applicable service charges as outlined in your offer letter and which can be varied from time to time in accordance with this agreement.

Former Account Debt(s)

You must repay any money you owe to NNC from a current or previous tenancy, including rent arrears, court costs and the cost of rechargeable repairs. NNC as your landlord will also pursue any debt you owe from a former tenancy if they have agreed to re-house you as an applicant on condition that you repay or continue to repay a debt in full or by instalments and you subsequently fail to do so.

Rent Arrears of	£
Court Costs of	£
Rechargeable Repairs of	£

for which you remain liable in regard of your previous tenancy at

Former tenancy Address:

In accepting this tenancy YOU HEREBY AGREE that it is a condition of this tenancy that you repay the housing related debt specified above at the rate of £ per week/month



3. About your Tenancy Agreement

Your Tenancy Agreement is a legal contract. It describes the rights and responsibilities of NNC as your landlord and of YOU the tenant(s). Further information regarding your Tenancy, Responsibility and Obligations can be found in the Tenants Pack.

3. Your Rights as a Secure Tenant

3.1 Security of Tenure

You have security of tenure which means you have the right to remain in your property and those rights can only be compromised if you break a condition, obligation or responsibility of this agreement.

Security of Tenure also gives you the following rights: -

3.1.1 Right to Succession

3.1.2 Assignment of Tenancy

3.1.3 Right to take in Lodgers - Applicable to Secure Tenants only

3.1.4 Right to be consulted and Involved

3.1.5 Right to Exchange - Applicable to Secure Tenants only

3.1.6 Right to Make Improvements to your home - Applicable to Secure Tenants only

3.1.7 Right to Buy - Applicable to Secure Tenants only

3.1.8 Right to Notice of Legal Action

3.1.9 Right to Repair - Applicable to Secure Tenants only

3.1.10 Right to Information

3.1.11 Right to Sublet part of your property with our consent

3.1.12 Right to Quiet Enjoyment of your home

3.1.13 Right to be Compensated for Improvements to your home - Applicable to Secure Tenants only

This list provides a summary of statutory rights, NNC can provide more information on request.

3.2 Changes to the tenancy agreement

Before changing the terms of this agreement or introducing a new term for all tenants we will inform you of proposed changes and consider your views before putting the change(s) into effect. We will give you at least four weeks' notice and provide you with information necessary to inform you about the change(s). If you do not agree with the proposed change(s) this will give you the opportunity to end your tenancy before the change(s) take place.

3.3 Data Protection and Information we hold about you.

Every tenant has a right to see any personal data held by NNC. There is no charge for submitting a Subject Access Request. We will safeguard and protect the information we hold about you and only release it on request to comply with current Data Protection Legislation. The Data Protection Act 2018 does not prevent a landlord from releasing personal information where they have a legal obligation to do so.



Councils' Rights

This agreement once signed will make you a tenant of NNC, your landlord.

It means you can stay in your home as long as you want to **unless** there is a legal reason why NNC wants to take it back (called a 'ground for possession' in Housing Law) and a Court has agreed with NNC's request to evict you or to move you to another home if you do not voluntarily vacate the property. Reasons may include the following:

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

You have broken (also known as a breach) a condition in this tenancy agreement. If you do break a condition, we can take legal action to ensure you meet that condition in the future or ask the court for an order to evict you.

3.5 Because special circumstances mean that NNC must move you out.

There are special circumstances when NNC has the legal right to take possession of your home because work needs to be done on it, the property needs to be empty for this to happen, and it is not practical for you to stay in it whilst we do this. In this circumstance we will usually decant you, which means moving you temporarily to a new home.

3.6 Because the property is purpose built or suitably or extensively adapted for a person with physical disabilities and you no longer need that type of home and the property is required to meet another person's needs.

3.7 Because you find another home and you stop using the property as your only or principal home.

3.8 Because you have given false or misleading information on your housing application.

If NNC decides to take action to end your tenancy, we will inform you by delivering the legally required notice to the address on this 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.



4. Your Rent, Service Charges and Property Related Accounts - Tenant Responsibilities

4.1. You must pay your rent and any associated service charges. It must be paid on time. Your rent is due every week on a Monday. You can pay in advance every week or month if you prefer. Rent is payable on a 48-week basis. There are usually four (but can be five) 'free' weeks. This means no rent is debited on those weeks to your account. If you are in rent arrears you must continue to pay in these weeks.

4.2 If you are in receipt of Welfare Benefits and receive the Housing Element directly to meet your rental commitments you must ensure the monies received by you for that purposes are passed onto us.

4.3 At the start of your tenancy you will expected to pay 1 week's gross rent in advance.

Council's Responsibilities

4.4 The Gross rent payable may be increased or decreased. These changes usually occur once a year at the start of each financial year (April), but they may occur when there is a significant change in the level of service provided to you. You will be told in writing at least four weeks before any rent increase, decrease or change.

4.5 We have the right to charge you for any new service we provide. We will tell you In writing, at least four weeks before we do this.

4.6 Rent due is a Secured Debt. This means should you default on your obligation to pay your rent the Council will continue to recover the debt from you. Should you apply for a Debt Relief Order or Bankruptcy NNC has the right to recover your property and the debt.

4.7 You will be issued with your account number at the start of tenancy, you should quote this in any correspondence or when making a payment.



5. Repairs and Improvements

Tenant's Responsibilities

When the council needs access to your property to repair, improve, inspect or service we will endeavour to agree a mutually suitable and convenient appointment with you, however:

5.1 You must report any repairs that are not your responsibility. You must also report any faults or damage you cause or discover immediately and allow us access to carry out repairs.

5.2 You must pay for repair or replacement if you (or anyone living with you or visiting your home) causes deliberate damage. You must also pay for repair or replacement if damage is caused by your own neglect. If you are a victim of a crime which leads to repairs being required, we expect you as a responsible tenant to have insurance in place to pay for this cost. If you choose not to take insurance, you may be responsible for meeting the costs.

5.3 You must allow Council employees or people sent by the Council (their agents and contractors) access into your home to inspect and carry out repairs and improvements. If you do not let us in, we could take legal action to enter your home. In emergencies we may need to get in immediately to prevent risk to you and/or your neighbours and in extreme circumstances we may force entry.

5.4 You must allow Council employees or people sent by the Council (their agents and contractors) into your home to inspect and carry out an annual gas service of our own installation and appliances. If you do not let us in, we will take legal action to enter your home and you will have to pay our costs incurred in doing this.

5.5 You must allow Council employees or people sent by the Council (their agents and contractors) into your home to inspect and carry out a periodic electrical inspection of our own installation and appliances. If you do not let us in, we will take legal action to enter your home and you will have to pay our costs incurred in doing this.

5.6 You must allow Council employees or people sent by the Council (their agents and contractors) into your home to inspect and carry out any statutory inspections of our own installation and appliances. These include, but are not limited to, asbestos, water hygiene and radon. If you do not let us in, we will take legal action to enter your home and you will have to pay our costs incurred in doing this.

5.7 You are responsible for minor maintenance and repairs. A full list of the repairs you are responsible for is listed in the Tenants' Handbook.

5.8 You are responsible for decorating inside your home.

5.9 You must not alter in any way the installations for Water, Gas or Electricity without express permission. Any work we do agree to, will require you to provide compliance certification



5.10 You must not remove or alter any part of the structure, fixtures or fittings to the property including hedging and fencing which mark a boundary without NNC's written permission.

5.11 You are responsible for the keys given to you at the time of letting. If you lose your communal door keys or fobs we may have to change the locks and issue all occupiers with a new access key, the cost of this action would be recharged to you.

5.12 The Council has installed smoke alarm equipment in your property and it will be your responsibility to ensure that it is satisfactorily maintained by renewing batteries when required and reporting faults.

All of the Council's employees and anyone sent by the Council to work in your home will carry formal identification or a letter confirming their identity and purpose. Always confirm the person's identity before letting them into your home. If in doubt please contact us.

Tenants Rights

5.13 You have the right to get repairs completed which you are not responsible for.

5.14 You have the right to make improvements to your home (Applicable to Secure Tenants only)

Before you commence any work you must get NNC's agreement in writing, having made a written application complete with any relevant drawings. This benefits both you and the Council as we can advise on the relevant statutory permissions. **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.

Council's Responsibilities

5.15 We will repair the structure, exterior and interior fixtures and fittings of your property and keep in proper working order the:

- installations for supplying water, gas, electricity from the meter point
- wash hand basins, toilets, baths and showers installed by NNC
- internal walls, ceilings and floor surfaces
- kitchen units, sinks and baths
- internal doors
- window frames, glazing and openers
- installations for supplying heat and hot water to your property
- installations for supplying electricity to your property
- disabled adaptations we have made to the property
- the common parts; stairs, stores, sheds, lighting, and lifts.

NNC will not maintain or repair:



- Any item which a previous tenant left and for which you have agreed to take responsibility for
- Garden paths or patio areas which are not essential for getting to and from your home unless they have been provided by NNC
- Garden gates, fences and walls except those which form a boundary division and which have been provided by NNC. In addition, NNC will not provide or replace any boundary fencing other than what was provided when the property was let to you.
- Trees or shrubs

6. Living in and using your home

Tenant's Responsibilities

6.1 You must use your Council property as your main, principal and only permanent home.

6.2 You must tell us if you will be away from home for more than 28 days. (This is so we know you haven't abandoned your home). You must provide details of how we can contact you in the event of an emergency and appoint someone to act on your behalf and look after your home in your absence.

6.3 You must keep your property in good condition, reasonably clean and free of obstacles, excessive household goods, furniture and effects.

6.4 You must do all that is reasonable to reduce the risk of fire, rodent or insect infestation. You should ensure any inaction by you does not result in damage. You must take care of and use the fixtures and fittings responsibly.

6.5 The Council insure the building you live in (but not your individual contents and possessions) and you must not do anything which would compromise our insurance cover.

6.6 You must not exceed the maximum number of people allowed to reside in your home.

6.7 You (or anyone living with you, or visiting your home) must not keep mopeds, motor-bikes, bicycles inside your home or inside shared communal areas. Mobility scooters and motorised wheelchairs must be stored safely and away from any flammable materials and must not be stored in any communal areas without NNC's express permission.

6.8 You are responsible for allowing NNC access to your home on request for the purpose of undertaking tenancy visits and inspections or for any other purpose connected with your landlords housing management function.

6.9 You are responsible for informing NNC of any change in your household or family makeup including additions to or people leaving your household permanently. You also have a responsibility to provide up to date information about who is occupying your property on request. You are responsible for advising the council of any contact information changes such as telephone numbers or email addresses.

Parking - Vehicles, Boats, Motorhomes, Caravans, and Trailers



You must not (or anyone living with you, or visiting your home including family members and friends):

6.10 park or store a vehicle within the boundaries of the property unless it has a garage and/or a hard standing or driveway intended for parking leading from a properly constructed and approved dropped kerb and vehicle crossover.

6.11 park or store any boats, caravans, motorhomes or trailers within the boundaries of the property

6.12 park or store a mini bus, coach, bus, farm machinery or heavy goods vehicle within the boundaries of the property.

6.13 obstruct the emergency services or any other tenants, neighbours or their visitors from accessing or exiting their home.

6.14 obstruct vehicle access onto any other person's property when they have a legitimate and approved parking right and access for a vehicle

6.15 undertake major vehicle repairs of multiple vehicles or park illegal or un-roadworthy vehicles within the property boundary or on the land around your home or on the road leading to your property.

6.16 allow use of, give, sublet or sell the parking spaces or garages to anyone else if the property has a designated resident's parking space or garage.

Pets

You must not (or anyone living with you, or visiting your home including family members and friends):

6.17 keep any animal, insect, bird reptile or fish or "pet" or number of "pets", which are unsuitable or unreasonable for the type, size, or amenities at the property or locality in which your property is situated.

6.18 allow your pet(s) to frighten, alarm, distress, or annoy anyone. **You must keep** all pets, under proper control and ensure that they neither cause nuisance, annoyance, alarm or distress to anyone at any time.

6.19 exceed the number of domestic pets kept at the property. An acceptable number of pets per property is no more than 2 dogs or cats or a combination of the two,
(Assistance Dogs are not deemed as "pets" for the purpose of this tenancy obligation).

Small caged animals usually kept indoors or outdoors are acceptable providing they are not excessive in numbers, and do not cause a nuisance or health risk. Fish, reptiles, insects usually kept indoors or outdoors in tanks or birds in cages are acceptable providing they are not excessive in numbers, and do not cause a nuisance or health risk.

6.20 keep an unacceptable breed of dog as defined under the Dangerous Dogs Act 1991
(amended 2014)

Furthermore



6.21 Domestic pets including cats and dogs are not allowed as pets if you live in sheltered/supported housing where you share facilities and spaces with others and do not have any private or individual space.

Council's Responsibilities

6.22 NNC as your landlord has a responsibility to ensure all homes we let to tenants are used for the purpose they were allocated. It is responsible for providing a housing management service. NNC must ensure that individual tenants are given the right information, support and advice at times when they need it.

7. Community and Neighbourhood Responsibilities

Tenant's Responsibilities

7.1 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 and in the locality around your home.

You must not (or anyone living with you, or visiting your home including children, family members or friends):

7.2 cause a nuisance annoyance or disturbance to any other person.

7.3 harass, threaten or intimidate any other person.

7.4 threaten, abuse or in any way distress any other person or Elected Member of the Council, Council, Officer, Employee, Official Agent or Contractor.

7.5 make false, malicious, onerous or persistent complaints.

7.6 use your home or any communal area for any illegal, immoral or criminal activity. This includes the selling of, or dealing in, or growing of, or manufacturing of any illegal or controlled drugs or storage of or handling of stolen goods.

7.7 damage, deface or put graffiti upon any NNC property.

7.8 interfere with security and safety equipment or landlord's digital, electricity, gas or water supply.

7.9 leave communal doors unlocked or insecure

7.10 inflict domestic violence, threaten violence, inflict physical assault, or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.

7.11 store or use any communal spaces or shared areas for your own personal possessions.

7.12 smoke or vape in any internal communal area or shared space.



7.13 run a business from your property without NNC's agreement in writing.

7.14 put up any structure including lean-to's sheds, garages, greenhouses or pigeon lofts anywhere on the property without the Council's agreement in writing.

7.15 plant Leylandii or any other quick growing hedges, shrubs or trees in your garden(s)

7.16 keep or use explosive or flammable materials or liquids in your home, garage, shed or in communal areas.

You must:

7.17 keep all existing hedges and trees well maintained and ensure they do not encroach or overhang public walkways, spaces or neighbouring properties

7.18 keep the garden and any outbuildings included in this tenancy tidy maintained and free from rubbish

7.19 use the bins provided and not allow rubbish to accumulate inside/outside your home

Council's Responsibilities

We expect all tenants to act in a reasonable manner at all times and have due regard for the property, the surroundings, and your neighbours. Obligations expected from you are extended and applied to all members of your household who live with you and every other person who visits you including children

7.20 We will provide you, and anyone living with you, help, advice and assistance if you tell us about any anti-social behaviour, harassment or victimisation you witness or suffer from. We will investigate your complaints, keep you informed and take appropriate action.

8. Tenant Involvement

Tenant's Rights

8.1 You have the right to get involved in decision making about how we manage NNC's housing stock and the areas you live in.

Council's Responsibilities

8.2 We will consult with you about any new NNC housing plans if they are likely to affect you.

9. Leaving your home and ending your tenancy

Tenant's Responsibilities

You must:



9.1 inform us in writing at least four weeks before you want to permanently leave your home. This four-week 'notice' period must end on a Monday and you must return your keys to the Council on the day you leave.

9.2 leave the property, the fixtures and any furnishings we have provided in good condition when you leave.

9.3 leave the whole property, including its loft space, shed, garden and communal parts free of all of your possessions and furniture. We also expect you to leave the property free from rubbish and in a clean condition.

9.4 give vacant possession prior to or on expiry of your notice period.

Council's Responsibilities

9.5 If you end your tenancy and leave without paying the rent or without making any arrangement to pay, we may provide your details to a tracing agent or debt collection company to help them recover money owed to us.

10. Data Protection

We will process your personal information in accordance with the principles of the Data Protection Act 1998, as updated by the GDPR regulations 2018. Access to personal information is restricted to authorized individuals on a strictly need to know basis. We will treat your personal information fairly and lawfully and we will ensure that information is:

- processed for limited purposes
- kept up-to-date, accurate, relevant and not excessive
- not kept longer than is necessary
- kept secure

We are committed to keeping your personal details up to date and we encourage you to inform us about any changes needed to ensure your details are accurate. To help us to ensure confidentiality of your personal information, we will ask you security questions to confirm your identity when you call us and as may be necessary when we call you. NNC is compelled to take part in the National Fraud Initiative. The Data we collect is used in this exercise.



11. Declaration and Legal Statement

(1) Person(s) Requiring Accommodation

Date of Birth

Applicant(s) Name (1)

(2)

Names of Children (1)

(2)

(3)

(4)

(2) Current Address

(3) In relation to Q2 above Are you an Owner, Joint Owner, Leaseholder Tenant: incl Secure Intro Assured and Assured Short Hold Tenancy (incl Fixed Term) with NNC or another Social Housing Provider or Private Landlord or Licensee in a Temporary accommodation in pursuance of a Homeless Application, or are you currently living with a relatives /Family Members/ Friends or Lodger at address in (2)

HO TO INSERT DESCRIPTION:

(4) Are you an Owner/Joint Owner/Tenant/Leaseholder of **any other property**? Yes /No (give address)

I/We declare that the reason for requiring housing or re-housing still exists.

I/We hereby declare that I/we have notified NNC of all our current circumstances which may affect my/our application for accommodation.

I/We further declare that no person here requiring accommodation owns or has owned a property singly or jointly since registration of this application. I do not have access to another home which I could live in; neither do we rent a home to another which I could live in. We do not rent a property from any other housing provider.

I/We understand that if we, or a person acting on my behalf, have knowingly withheld information or deliberately given false information in order to obtain a property to which we



would not otherwise be entitled to be nominated for, allocated to, or occupy. NNC will take action to recover any tenancy granted, under Ground 5 of Schedule 2 of the Housing Act 1985 and S146 of the Housing Act 1996. It is a criminal offence to obtain a property by deception or omission, the Council may consider it appropriate to involve the relevant Authorities should it discover after granting this tenancy an offence has been committed under the terms of the Fraud Act 2006 as amended by the Social Housing Fraud Act 2013.

The tenant(s) hereby declares that the information given to NNC in pursuance of the formation of this agreement or otherwise is true to the best of the tenant(s) knowledge or belief. The tenant(s) acknowledges that any false information given may result in the tenancy being forfeited.

I/we as applicants who will sign this agreement with NNC (the landlord) agree to abide by the terms conditions, responsibilities and obligations set out in this agreement.

1 Name		<u>Date</u>
Signature		
2.Name		<u>Date</u>
Signature		
Witness Name		<u>Date</u>
Signature		
Position		