



Tenancy Agreement

All tenancies provided by Rugby Borough Council are either introductory or secure tenancies. This means that, under the law in the Housing Act 1985, as amended by the Housing Act 1996, you have a wide range of rights. You also have a number of responsibilities.

Throughout this document 'we' refers to Rugby Borough Council, whereas 'you' refers to the tenant(s).

Definitions:

Landlord - the owner or possessor of the rental property, who, in an exchange for rent, leases it to another individual known as the tenant

Tenant: A person or occupant who pays rent for the use of land and property, which has been conveyed to that person by a landlord

Property: the property, including garden(s), garage(s) and outbuildings (where provided) which have been let to you under the terms of this tenancy agreement

Tenant like manner - thee tenant is to take care of the property for the duration of the tenancy

Vehicle: a motorised machine for transporting people or goods.

Exotic pet: a rare or unusual animal, or an animal kept as a pet, within the household, which is not commonly thought of as a pet.

If you break any of the terms and /or conditions in this agreement, we can ask the Court to evict you.

As part of the process for regaining possession of the property, we may serve a notice seeking possession or notice to quit on you. This notice will be addressed to the tenant(s), and will be deemed served by leaving it at the property.

Independent Advice

You can obtain independent advice about this tenancy and your rights from the Citizens Advice Bureau.

Please read the terms of the agreement on the following pages. The agreement should be read together with the tenants' handbook as these documents together comprise your tenancy agreement with the council.

Introductory Tenancies

If you have never been a tenant of Rugby Borough Council, you will become an introductory tenant for the first 12 months of your tenancy. However, if you are already a tenant of a council or housing association then you will usually become a secure tenant straight away (unless your tenancy with that landlord is an introductory or assured shorthold tenancy).

If you keep to the Terms and Conditions of your introductory tenancy agreement, you will automatically become a secure tenant at the end of the first 12 months. In certain circumstances the introductory tenancy can be extended by a further six months.

Introductory tenants have fewer legal rights than secure tenants, for example an introductory tenant does not have the right to buy their home.

If you break any conditions of your introductory tenancy agreement you can be evicted much more quickly and easily than a secure tenant.

Should it become necessary to start possession proceedings to end your tenancy, you have the right to have the council's decision to seek possession reviewed by a senior manager. You can find advice on exercising this right in the tenants' handbook.

Secure Tenancies

A secure tenancy gives you a number of additional rights, outlined in section 3 of this agreement. In general, as long as you keep to the rules of your tenancy agreement, including paying your rent and not being involved in anti-social behaviour you can live in your home for the rest of your life.

If we seek to end a secure tenancy then we must obtain a court order to be able to do so.

In cases of anti-social behaviour or unlawful conduct we may apply for a demoted tenancy.

1. THE COUNCIL'S OBLIGATIONS TO YOU AS A TENANT

We will:

- 1.1. not interfere with your rights of possession as long as you comply with the conditions of tenancy;
- 1.2. keep in good repair the structure and exterior of the property, including roofs, chimneys, walls, drains, gutters and pipes;
- 1.3. ensure that adequate buildings insurance cover is in place. However, this does not extend to contents (your belongings), decoration or glazing. It is strongly recommended that you make your own arrangements to insure these against fire, theft, vandalism and accidental damage (for example potential water damage from a burst pipe);
- 1.4. keep in repair and proper working order installations for the supply of water, gas, electricity and sanitation, including basins, sinks and sanitary appliances for space and water heating;
- 1.5. provide further information on rights and obligations of your tenancy, services and charges provided by the council in the form of a tenants' handbook;
- 1.6. provide further information to you in the form of the tenants' handbook, on all policies and other matters that may affect your tenancy. Information will also be published on the council's website and the Tenant Times.

2. SHARING OF INFORMATION

- 2.1 We will treat all information provided in confidence and in accordance with the Data Protection Act 1998. We may give your information to utility companies for the purpose of unpaid bills or accounts in credit.

2.2 The personal information that you provide in connection with your tenancy will be used by us in order to manage your tenancy and provide you with services to which you are entitled.

2.3 We reserve the right to share this information with other agencies including the police where to do so is necessary for the prevention and detection of crime. Any sharing of information in these circumstances will be in accordance with the appropriate statutory power(s) to disclose information and in accordance with any Information Protocol that we and those agencies may have entered into.

3. YOUR RIGHTS CONFIRMED

3.1 Security of tenure

3.1.1 As long as you are a secure tenant, we cannot make you leave the property without getting a possession order from the County Court. In order to do this there are set procedures that we must follow. The Court will only grant a possession order for a secure tenancy if it is satisfied that our case against you is justified and reasonable, and that we have proved that one or more of the defined grounds for possession apply. For some grounds we may also need to prove that we have made suitable alternative accommodation available to you.

3.1.2 The tenancy will only be secure while you occupy the property as your only or principal (main) home. You will be required to move in to the property when your tenancy starts.

3.1.3 If we learn that you have, or someone acting on your behalf has, made a statement which you knew to be false / thought could be false or you have deceived us to allocate you this (secure or introductory) tenancy then we will take action to obtain possession of the property.

3.1.4 If, at any time, your tenancy ceases to be a secure tenancy, we may bring the tenancy to an end by giving you four weeks' notice to quit. An example of when this may happen is if we learn that you are not using the property as your principal home.

3.1.5 We will not attempt to take possession of the property or take any other action without attempting to discuss the matter with you beforehand.

3.2 Rights of succession

3.2.1 *For tenancies starting on or after 1 April 2012*, there is a right, in certain circumstances, for your spouse, partner or civil-partner to take over your secure / introductory tenancy if you die. There can only be one succession.

For tenancies starting before 1 April 2012, there is a right, in certain circumstances for your relatives to take over your secure / introductory tenancy if you die. Normally this applies to spouses / civil partners or to other relatives who have lived with you for the 12 months prior to your death. There can only be one succession.

3.2.2 The rules for the rights to succession and assignment are complex so you should seek advice from a housing officer.

3.3 Rights of assignment

3.3.1 You can only assign your tenancy (i.e. transfer it to another person or persons) in very limited circumstances. These are by exchange (see 3.7 below); by order of a court in family

law proceedings; or to someone who would have qualified to succeed to the tenancy were you to die (see 3.2.1)

3.4 Right to take in lodgers and to sub-let part of your home

3.4.1 Only secure tenants have the right to take in lodgers. But:

- It is advisable for you to have a written agreement with them including notice periods
- this must not create overcrowding (defined by the number of people who stay in a room and the amount of space they have there)
- it may affect the housing benefit you get so you must inform the housing benefit team of the rent being charged and what services are being provided
- your lodger will not have security of tenure
- you will be responsible for legally evicting your lodger if you want him or her to leave
- you must advise the Housing Service of this arrangement

3.4.2 If you are a secure tenant you have a right to sub-let part of your home (giving someone exclusive use of a room or rooms) provided you get our permission first. We will not unreasonably withhold permission. However you need to be careful because if you sub-let the whole of your home then your tenancy will no longer be a secure tenancy. You will then have lost all of your secure tenancy rights and we may be able to repossess your home. If you are sub-letting part of your home:

- you must advise the Housing Service of this arrangement prior to taking in a lodger.
- It is advisable for you to have a written agreement with them including notice periods
- this must not create overcrowding (defined by the number of people who stay in a room and the amount of space they have there)
- it may affect the housing benefit you get so you must inform the Housing Benefit Team of the rent being charged and what services are being provided
- your sub-tenant will not have security of tenure
- you will be responsible for legally evicting your sub-tenant if you want him or her to leave

3.4.3 If you are in any doubt about this then you should talk to your housing officer about it.

3.5 Right to repair

3.5.1 We must carry out certain urgent repairs which are likely to affect your health, safety, or security. We must carry out the repair quickly and at no cost to you. Only certain types of repairs, called qualifying repairs, are covered by this law and there are different timescales allowed for different repairs.

3.5.2 You must give us notice that your property requires repair. Repairs should be reported through the mechanisms outlined in the tenants' handbook.

3.5.3 In certain circumstances if we do not do the repair on time then you may be able to claim compensation. This is explained in more detail in the tenants' handbook, which forms part of the terms and conditions of tenancy.

3.6 Right to improve

3.6.1 You have a right to carry out some types of improvements to your home provided that you get our permission first. We will not unreasonably withhold permission. You do not need

our permission to decorate the interior of your home (please note that you are not permitted to decorate the exterior of your property or any communal areas).

- 3.6.2 Any approval to carry out improvement works will be subject to conditions.
- 3.6.3 You must demonstrate the safety of any electrical or gas improvements by providing the council with validated certification from a suitably qualified contractor. The cost of obtaining this certification will be met at your own expense.
- 3.6.4 You will need to ensure that you have adhered to any planning or building control requirements that are required as part of the works. Again, these permissions will need to be secured by you, prior to the start of any works, and at your own expense.
- 3.6.5 If you have made improvements to your property we will require copies of the certificates and warranties associated with the improvement (for example, but not exclusively if you have installed windows then we will require a copy of the FENSA certificate)
- 3.6.6 If you have applied for permission to improve your home and we have granted it then you may be able to claim compensation for the improvement when you move out.
- 3.6.7 If you have made additions or improvements to your property we will only repair them if you had our permission to carry them out and we had agreed, in writing, to maintain and repair them. It should be noted that we would not normally repair additions/alterations which we have not carried out.
- 3.6.8 There are detailed rules about the right to improve your property. More information is included in the tenants' handbook or you can get further advice from your housing officer.

3.7 Right to exchange

- 3.7.1 If you are a secure tenant and you want to exchange homes with a tenant in a council or housing association home in another part of Rugby or in another council area, then you may be able to do so.
- 3.7.2 You will need to find someone to exchange with. You and the other tenant must agree to accept one another's properties in their present condition, and accept responsibility for maintaining any alterations that have been carried out.
- 3.7.3 You and the tenant that you exchange with must both have the written permission of the council and the other landlord before you go ahead and move. We can only say 'no' for certain reasons; for example, if we think the home is too big or too small for the person who wants it. We may give approval subject to a condition that you put right any breaches of this agreement, for example, but not exclusively, paying off rent arrears. Any other landlord involved may place similar conditions upon giving permission to their tenant. You should be aware that if you are deemed to be under-occupying a property then there may be a substantial shortfall in the amount of housing benefit to which you are entitled. You will be liable to make up this shortfall.

3.8 Right to buy

- 3.8.1 If you are a secure tenant then you may have the right to buy your home after you have been a secure tenant for a certain length of time. The amount of discount you are eligible for is dependent on how long you have been a secure or introductory tenant.

3.8.2 Please note that not all secure tenants will be eligible to buy the home they live in. For further advice on the right to buy please contact a housing officer.

3.9 Right to be consulted on matters of housing management that affect you

3.9.1 We must consult with you about any matters of managing your home which may affect your tenancy, for example management, improvements, maintenance and repairs policies. This consultation may be with all tenants or just with the tenants directly affected. This right does not extend to rents and service charges.

3.9.2 We must issue you with a tenancy agreement and information on your rights. We publish our procedures on who we give homes to, transfers and exchanges. You are welcome to ask to see these – please contact a housing officer.

4. AS A TENANT YOU HAVE THE FOLLOWING OBLIGATIONS

4.1 To pay the rent and service charges:

4.1.1 Rent and other service charges must be paid in advance, and the account kept in at least one month credit, unless agreed otherwise by Rugby Borough Council. Whatever payment cycle is agreed, rent must always be paid in advance. Rent not paid when it is due is classed as rent arrears.

4.1.2 If you do not pay your rent and other service charges we will take court proceedings to evict you from your home. These proceedings will incur additional charges, including legal fees and court costs, which the court may order you to pay as well as the outstanding arrears.

4.2 To look after the property:

4.2.1 You must act in a tenant like way and take proper care of the property and gardens. You must, if you are going away for the winter, turn off the water and empty the boiler. You must clean the chimneys, when necessary and also the windows. You must mend the electric light when it fuses. You must unblock the sink when it is blocked by your household's waste. In short, you must do those little jobs about the place, which a reasonable tenant would do. In addition, you must, of course, not damage the house wilfully or negligently; and you must see that your family and guests do not damage it; and if they do, you must repair it. But apart from such things, if the house falls out of repair owing to fair wear and tear, lapse of time or for any reason not caused by you, then you will not be liable to repair it.

4.2.2 You must look after your home, including the fixtures and fittings, in a reasonable manner and make sure your home remains in good condition at all times and to our reasonable satisfaction.

4.2.3 You must not use the property (including gardens) in such a way that it presents a potential safety hazard for members of your household, surrounding residents, employees, contractors and agents of the council.

For example, you must not:

- store quantities of materials which would be considered excessive for normal domestic use, for example, but not exclusively bottled gas, paraffin, petrol or similar materials which may

present a hazard to the property or surrounding properties as a result of their quantity or ingredients

- Use the loft space in such a way that it can cause damage to the structure of the property and undermine the performance and benefits of loft insulation

4.2.4 You must co-operate with us to ensure that a housing officer can conduct a settling-in visit, at your home, within the first few weeks of your tenancy commencing. This visit helps us to ensure that you are living at the property and to identify any support needs that you may have to sustain your tenancy.

4.2.5 You must allow authorised officers, agents and contractors of the council, as well as statutory suppliers to enter the premises to inspect the condition of the property and the state of repair and carry out necessary repairs.

4.2.6 You must allow contractors / agents of the council access to the property to carry out essential annual servicing of gas appliances and any resulting repairs. This is required not just by law but FOR the SAFETY of your household and your neighbours.

4.2.7 In an emergency, we, or any other person authorised by us, may require access to your home. In the event that such access is necessary and the property is unoccupied or access is denied, we can arrange to use reasonable force (incurring minimal damage) to gain entry to your home. Upon completion of the works and/or inspection, your home will be properly secured and repaired if necessary.

4.2.8 You will be charged for the costs incurred in arranging access to your home, in the event that the required access is denied. These costs will be payable by you. An emergency in these circumstances is when either the property, or a person's safety, is deemed to be at risk.

4.2.9 **For those living in flats and maisonettes** - you must not smoke in indoor communal areas, this includes lifts and corridors. This is a requirement of legislation which was introduced on 1 July 2007.

4.2.10 **Applicable to tenants of all properties** - if you smoke, or any member of your household smokes, you are requested to refrain from doing so, in your home, in the presence of employees, contractors and agents of the council.

4.2.11 You must act in a tenant like manner and keep the property in good condition, report any required repairs promptly, including repairs to any communal areas, and pay the cost of making good or replacing any damage to the property (including but not exclusively glazing and meter boxes), fixtures and fittings not caused by fair wear and tear.

4.2.12 If you, or people who live with you, or visitors to the property cause damage, we may:

- do the repairs and charge you for them. If any of these repairs are not put right or paid for by you, we may take legal action against you to do the repairs or recover the money we spend on repairs from you
- or, in more serious cases, we may seek to repossess the property

4.2.13 We will not be responsible for making good any internal decorations affected by any improvement works carried out at the property unless damage to the decoration has been caused as a result of negligence on our behalf or anybody acting on our behalf.

4.3 To look after the garden:

- 4.3.1 If your home benefits from a self-contained garden(s) you must look after the garden(s). The garden(s), including trees, must be maintained in a reasonable condition. The grass must be cut regularly, hedges and trees must be trimmed regularly to prevent their becoming overgrown and a potential nuisance, and rubbish, weeds and undergrowth must not be allowed to accumulate.
- 4.3.2 You must maintain trees, hedges and shrubs so as not to:
- a) cause a nuisance, annoyance or distress to other occupiers, for example blocking out people's light, growth overhanging into the boundary of their property,
 - b) be a source of potential damage to the structure or foundations of your home or surrounding properties
- 4.3.3 For tenancies starting on or after Monday 3 March 2014 - You must not plant cypress leylandii anywhere on your property. If your tenancy started before this date and you already have this species growing on the property then it must not exceed 4 metres in height, or be a source of nuisance or annoyance.
- 4.3.4 You must not use gardens for the storage of shopping trolleys, or discarded vehicular or household items, such as refrigerators, freezers, washing-machines, furniture, engines etc.
- 4.3.5 You, or anyone living with you, must not use the garden or drive of your property to store, load or unload scrap metal or strip down vehicles or repair any vehicle other than one regularly used by yourself or someone residing at your home.

4.4 To make proper use of the communal areas:

- 4.4.1 If you live in a flat you, or anyone living with or visiting you, must not keep or use bottled gas, paraffin, petrol or similar in your home or in communal areas.
- 4.4.2 You, or anyone living with or visiting you, must not bring or store mopeds or motorbikes inside your home or bring them into indoor communal areas – entrance halls, stairs or landings.
- 4.4.3 If you choose to store a bicycle within your home then please be mindful that it should not be stored in such a way as to impede your ability to safely leave your home in the event of an emergency.
- 4.4.4 You, or anyone living with you, must keep any communal area, either inside or outside the property, clean, tidy and free from rubbish, furniture and personal possessions (including but not exclusively, bicycles, prams, buggies, shopping trolleys and mobility scooters) at all times to the reasonable satisfaction of the council.

4.5 Not to cause, allow or permit anti-social behaviour

- 4.5.1 You are not to use the property for any criminal, immoral or illegal purposes, including possessing, supplying, storing or using any illegal drugs or storing or handling stolen goods.
- 4.5.2 You are not to allow other members of your household to use the property for any criminal, immoral or illegal purposes, including possessing, supplying, storing or using any illegal drugs or storing or handling stolen goods.

- 4.5.3 You are not to allow visitors to your home to use the property for any criminal, immoral or illegal purposes, including possessing, supplying, storing or using any illegal drugs or storing or handling stolen goods.
- 4.5.4 You, members of your household and your/their visitors are not to cause, allow or permit harassment, violence (including the threat of violence), verbal, physical, sexual or racial abuse against other members of your household, residents or employees, contractors and other agents of the council
- 4.5.5 The council will offer advice and assistance to tenants or members of their household that are experiencing domestic abuse. Please refer to your tenant handbook for more information.
- 4.5.6 You, members of your household and your/their visitors are not to cause, allow or permit nuisance or annoyance, whether in your property or any part of the borough
- 4.5.7 The following are deemed by us to be examples (but not an exhaustive list) of behaviour likely to cause nuisance or annoyance:
- Excessive noise of any kind
 - Use of offensive language
 - Offensive drunkenness
 - Failure to control the behaviour of any domestic pets, including taking adequate precautions to prevent barking and fouling in neighbourhood areas
 - Operating some types of business from the property

4.6 Parking

- 4.6.1 You must use designated parking areas for parking of vehicles
- 4.6.2 You must display a valid tax disc on any vehicle parked in a designated parking space.
- 4.6.3 You, or anyone living with you, must not park or leave a vehicle, trailer, caravan or boat anywhere that may block access for emergency service vehicles, and other vehicles with a right to use the land.
- 4.6.4 You must have applied for and received our permission before creating a vehicular access to your property.
- 4.6.5 You must not park a vehicle or vehicles on the gardens, footpaths or grassed area near to the property
- 4.6.7 Vehicles in a state of disrepair or unroadworthy should not be parked within the boundary of the property.
- 4.6.8 It is accepted that, on the odd occasion, you may need to maintain a vehicle, used by yourself or someone residing at your home, by carrying out a minor repair whilst it is parked on your driveway. However, you must not regularly carry out vehicle repairs on the gardens or driveway to your property, or in communal parking areas, footpaths, grassed areas or on surrounding roadways.

4.7 Caravans and other vehicles

- 4.7.1 You must not park any caravan in front of a building line without our permission.
- 4.7.2 Caravans must be maintained and roadworthy
- 4.7.3 You, or anyone living with you must not park lorries, buses, coaches, trailers or boats anywhere on the property without our prior written permission.
- 4.7.4 You, or anyone living with or visiting you, must not allow anyone to sleep in a caravan or other vehicle parked outside your home.

4.8 Keeping a pet / pets

- 4.8.1 You, or anyone living with you, must not keep any pet (either domestic or non-domestic), which causes a nuisance, annoyance, disturbance or distress to neighbours or others living in the locality of the property.
- 4.8.2 You must obtain written permission from the council in order to keep non-domestic pets (for example, but not exclusively, chickens) or exotic pets (for example, but not exclusively, snakes) Permission will not be unreasonably withheld.
- 4.8.3 Examples of unacceptable conduct are, but are not limited to: allowing your pet to persistently foul in an inappropriate place, barking, inadequate control, creating any kind of health hazard.
- 4.8.4 You, or anyone else living with you, must ensure that any pet kept at, or visiting, your home does not prevent employees, contractors or agents of the council gaining safe access to the property.
- 4.8.5 In multi-storey blocks and in some sheltered schemes you cannot keep a dog.

4.9 Ending your tenancy

- 4.9.1 You must give us four weeks' notice, in writing, if you intend to end your tenancy, and a mutual date will be agreed.
- 4.9.2 In exceptional circumstances the notice period may be reduced, for example if you are moving into a nursing home. Further advice can be provided by your housing officer.
- 4.9.3 You must hand in keys to your property, giving us vacant possession, and a forwarding address, by 11.00 a.m. on the date that we agree your tenancy ends.
- 4.9.4 You must leave the property and garden in a clean and tidy condition, clear of all your belongings, including furniture and rubbish. Anything left once the keys have been handed in and the tenancy terminated will be disposed of, and you will be re-charged for the costs of this.
- 4.9.5 You must leave the fixtures and fittings in the same state as they were when your tenancy began except for reasonable wear and tear. Failure to do so will result in you being re-charged for the cost of their replacement or repair.

5. WHAT TO DO IF YOU THINK THAT WE HAVE NOT KEPT TO THE AGREEMENT

5.1.1 You may think that we are stopping you from using the rights described in this agreement. You may think we have treated you wrongly or not behaved properly. There are several ways in which you can take action.

- First, contact a housing officer for advice. If you do not want to talk to an officer, you could try talking to your local councillor – contact details can be obtained from us or via our web pages www.rugby.gov.uk – to ask him or her to contact us on your behalf.
- If we do not solve your problem, you should use our complaints procedure. You can make a formal complaint if you think that we have done something wrong.
- Your housing officer will tell you where you can go to see your councillor, or you can write to him or her at the Town Hall.

5.1.2 It is important that you give the council an opportunity to put the matter right using the complaints procedure. If, after following the complaints procedure, you are still not satisfied with the response, you must go to a "designated person" who then may refer your complaint to the ombudsman.

- A designated person is defined as a Member of the House of Commons, a councillor of a local housing authority, or a designated tenant panel
- Please ask us how you can contact your preferred "designated person"

5.1.3 The tenant may serve notices, including notices of proceedings, on the landlord at the following address: Rugby Borough Council, Housing Service, Town Hall, Evreux Way, Rugby CV21 2RR

By signing the below I agree to confirm that I have:

- Been issued with a Rugby Borough Council 'Tenant Handbook'
- Read and understood the above conditions of tenancy and agree to abide by them.

Signed: _____ Date: _____

Print Name: _____

Signed: _____ Date: _____

Print Name: _____

Address of where this tenancy relates to: _____

Witnessed by: _____

Signed: _____ Date: _____