

# TENANCY AGREEMENT

Nuneaton and Bedworth Borough Council  
Town Hall, Coton Rd, Nuneaton CV11 5AA



This is an important legal contract between you, as the tenant of Nuneaton and Bedworth Borough Council and Nuneaton and Bedworth Borough Council, as your landlord, and contains the conditions of your tenancy.



## OTHER FORMATS AND TRANSLATIONS

**If you would like this in a different format such as Braille, large print, audio tape or translated into a different language please contact us at 024 7637 6376**

The standard format English language version of this Tenancy agreement will take precedence over any translation or alternative format version provided to you. Any translation or alternative format version provided to you is for your convenience only.

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# 1. INTRODUCTION TO YOUR TENANCY AGREEMENT

- 1.1. This tenancy agreement is a binding contract between you and the Council. It sets out the conditions of your tenancy and explains your rights and obligations as a tenant and our rights and obligations as your landlord for both Introductory Tenancies and Secure Tenancies. All conditions contained within this tenancy agreement apply to both tenancy types unless otherwise stated.
- 1.2. You must comply with all of the conditions of this tenancy agreement otherwise you will have breached your tenancy. Your responsibilities apply to you, your relatives, your friends and any other person living in or visiting the Property, including children, and also pets. You will be responsible for the breach of any of these tenancy conditions by members of your household and your visitors. If you, your household or visitors do not keep to the conditions of this tenancy agreement then the Council may take such action as it considers appropriate. This may include:
  - Recovering any costs from you that are incurred as a result of you breaching the conditions of your tenancy;
  - Asking you or members of your household to sign an acceptable behaviour contract;
  - Applying to the court for an order for possession (which may result in you losing your tenancy and you and your household being evicted from The Property);
  - Applying to the court for a demotion order (which may result in you losing some or all of your rights as a secure tenant. Demoted tenants have less security than secure tenants and can be evicted more easily); and/or
  - Applying to the court for a civil Injunction to prevent further breaches of your tenancy conditions.
- 1.3. If this is a joint tenancy, each of you is responsible for keeping to all the conditions set out in this agreement. Even if one tenant leaves the Property, all tenants remain responsible for paying the rent whether they are living at the Property or not.
- 1.4. If this agreement says that you need the Council's written permission to do something, we will not refuse to give you permission, or withdraw it, unless we have good reason. For example, if we think giving you our permission will have an adverse effect on the Property or your neighbours.
- 1.5. You and anyone who lives in the Property must not commit fraud or attempt to commit fraud in respect of your tenancy. This includes unlawful subletting, and/or subletting for profit, and knowingly making a false statement or withholding information in order to obtain this tenancy or any other tenancy. If you do, we may take legal action against you and this could also result in us evicting you from the Property.
- 1.6. The Council's Tenancy Handbook, Recharge Policy and Schedule of Charges and Repairs form part of your tenancy agreement. The Tenancy Handbook provides further detail of your rights and responsibilities as a tenant of the Council in more detail. You agree to pay the charges imposed by the Council under the Recharge Policy and Schedule of Charges and Repairs as and when notified by the Council.
- 1.7. The following definitions will apply to this tenancy agreement:

“Common Areas” means any parts of the building or grounds in which the Property is situated where you, your household and/or visitors are permitted to go. This includes but is not limited to gardens, pathways, driveways car parks, play areas, stairways, corridors, landings, entrances, lifts, rubbish chutes, and bin areas.

“Council” means Nuneaton and Bedworth Borough Council of Town Hall, Coton Rd, Nuneaton CV11 5AA and includes references to “us” and “we” throughout this tenancy agreement.

“Independent Living Accommodation” means those properties as identified by the Council as non-general needs properties. This will include but is not limited to accommodation for older people and disabled people. This list is made at the discretion of the Council from time to time dependent on local needs. This accommodation is occupied under either an Introductory Tenancy or a Secure Tenancy but the conditions of the tenancy are subject to a number of amendments to the usual rights and obligations of the tenant, as set out in this tenancy agreement.

“Independent Living Tenant” means a tenant occupying Independent Living Accommodation.

“Introductory Tenancy” means a probationary tenancy for a 12 month trial period in accordance with the meaning given in the Housing Act 1996.

“Introductory Tenant” means a tenant occupying under an Introductory Tenancy.

“Property” means the property as defined in Section B of the Tenancy Schedule.

“Rechargeable Works” means those works and repairs identified as being the responsibility of the tenant to pay for in accordance with the Council’s Recharge Policy.

“Recharge Policy” means the policy or policies in place by the Council at the time of the incident, damage or effect occurred in respect of the recharging of repairs to tenants.

“Schedule of Charges and Repairs” means the schedule produced by the Council detailing the charges and recharges which will apply to works and repairs carried out by the Council during the tenancy and/or at the end of the tenancy. This list is available on request to the Council. The Council reserves the right to amend this list at any time.

“Secure Tenancy” means a tenancy in accordance with the provisions of section 79 of the Housing Act 1985.

“Secure Tenant” means a tenant occupying under a Secure Tenancy.

“Tenant” means the individual or individuals identified in Section B: Tenancy Details of this tenancy agreement.

“Tenants Handbook” means the current tenant handbook which is in operation by the Council. This is available on request to the Council. The Council reserves the right to amend the tenant handbook at any time.

## 1.8. INTRODUCTORY TENANCY SCHEME

1.8.1. The Council operates an Introductory Tenancy scheme in respect of all new tenancies granted. If you are a new tenant you will be granted a probationary tenancy for a 12 month trial period. This is called an Introductory Tenancy. At the end of the trial period, your tenancy will become a Secure Tenancy provided you have not broken any of the conditions of your Introductory Tenancy. As an Introductory Tenant, you can be evicted much more quickly and easily than a Secure Tenant. But, if you show us you can keep to the conditions of this agreement, you will automatically become a Secure Tenant 12 months from the start of your Introductory Tenancy.

1.8.2. If you break the conditions of your Introductory Tenancy the Council will carefully consider what action they will take and it is possible you will be evicted from the Property.

1.8.3. If the Council wants to end your Introductory Tenancy, or extend it for a further six months, the Council will give you a notice of proceedings or a notice of extension, whichever is appropriate. You can ask the Council to review our decision to serve either notice.

1.8.4. As an Introductory Tenant you do not have the same rights as a Secure Tenant. This means that as an Introductory Tenant you are not allowed to:

- buy the Property;
- exchange the Property;
- sublet all or part of the Property;
- take in a lodger, or
- make any alterations to the Property.

## 1.9. SECURE TENANCY

1.9.1. If you have a Secure Tenancy your rights are set out in the Housing Act 1985. The Council will not interfere with your right to live in the Property unless the Council has to take legal action to end your tenancy such as if you have broken any of the conditions of this tenancy agreement. The Council is not allowed to evict you from the Property without proving our case in a court of law. If the court agrees with the Council, they will give us a court order that allows us to end your tenancy. However, if you, a member of your household or a person visiting the Property has been:

- convicted of a serious criminal offence, e.g. violent and sexual offences and those relating to offensive weapons, drugs and damage to property;
- found by the court to have breached a civil injunction
- convicted of breaching a criminal behaviour order;
- convicted of breaching a noise abatement notice; or
- the Property has been closed for more than 48 hours under a closure order for anti-social behavior.

the Council may apply for a possession order under section 84A of the Housing Act 1985 and the court can make a possession order without the Council having to prove its case.

You will have the right to seek a review of the Council's decision to rely on section 84A following the service of a notice of proceedings upon you.

#### 1.10. INDEPENDENT LIVING ACCOMMODATION

1.10.1. A tenant occupying accommodation which is deemed by the Council as Independent Living Accommodation will have the same tenancy as a Secure Tenancy except:

- you are not allowed to buy the Property;
- you can only exchange the Property with another tenant who is eligible to have an Independent Living Accommodation;
- we will not allow you to have lodgers or allow you to sublet part of the Property; and
- you must not have overnight visitors on more than two nights in a week without written permission from the Council.

1.10.2. If you breach any of the terms of the tenancy agreement the same provisions in relation to the ending of a secure tenancy will apply.

## 2. YOUR OBLIGATIONS

#### 2.1. PAYING YOUR RENT AND OTHER CHARGES

2.1.1. You must pay your rent and any other charges weekly in advance every Monday. The first payment is due on the date your tenancy begins. If you would like to pay by any frequency other than weekly you must pay in advance.

2.1.2. Your rent, service charge, heating (if this is provided) and other property services and support charges which may apply to your tenancy are set out in Section B of this tenancy agreement. It is a condition of the tenancy that any service charges or charges for support services for the property are paid as rent.

2.1.3. The Council can change the rent, service charges, and any other charges by giving you four weeks' notice in writing. Rents are affected and controlled by government policy and so the Council reserves all rights to change the rent as and when required.

2.1.4. You are responsible for making, pursuing and co-operating with any claim for any housing benefit, universal credit or any other benefit relating to your rent.

2.1.5. If you have a joint tenancy, each joint tenant is responsible for paying the full rent, service charge, and other charges. If one joint tenant moves out of the Property, you will both still be responsible for the full weekly amount and any other amounts you owe us under this tenancy agreement. The Council can recover all the rent arrears owed for the Property from any joint tenant or all tenants.

2.1.6. If you do not pay any amount you owe us when it is due, the Council may serve you notice that we will apply for a court order so we can take back the Property. If we do

this you will then have to pay our legal costs and court fees on top of the full amount you owe. The making of a Debt Relief Order or Bankruptcy Order will not prevent the Council from applying for a court order to take back the Property.

## 2.2. USE OF THE PROPERTY

2.2.1. You must occupy the Property as your only or main home. You must only use it as a place of residence to live in and must not use it for any business or other purpose, unless the Council has given prior written permission. The Council will refuse permission if we consider that the business or other purpose is likely to cause a nuisance or annoy other people, damage the property or breach Planning Regulations within the local area.

2.2.2. If you are going away for longer than 4 weeks, you must notify the Council.

2.2.3. You must not allow the Property to become overcrowded by allowing other people to live or stay with you.

2.2.4. You are responsible for your belongings and personal possessions and it is your responsibility to take out an insurance policy to protect them.

2.2.5. You must take all reasonable steps to ensure that the pipes do not freeze up, that any damp proof course is not broken, that waste and soil pipes do not become blocked or contaminated and that no water or other fluid is allowed to seep from the Property.

## 2.3. YOUR REPAIR AND MAINTENANCE RESPONSIBILITIES

2.3.1. You, your household and anyone visiting you must keep the Property, including its fixtures and fittings, in a clean, secure and good condition. You must keep the Property free from rubbish and not allow its condition to deteriorate.

2.3.2. You must tell us when any repair work is required. This includes leaks, blocked drains, electrical faults, any defect which could affect the safety within, security or structure of the Property and all other repairs that are the Council's responsibility.

2.3.3. If you live in a flat or a maisonette above ground floor, you must put down a suitable floor covering, with adequate underlay or insulation underneath it, to make sure that any noise, including normal day-to-day noise, could not and does not cause a nuisance to your neighbours.

2.3.4. You are responsible for any damage or repairs caused because you (or anyone living with or visiting you), have not looked after the Property properly. If the Council has to carry out repairs to the Property which are deemed to be Rechargeable Works by the Council you will have to pay our reasonable costs. This does not apply to damage caused by fair wear and tear and further detail as to how the recharging of works and repairs applies is set out in the Council's Recharge Policy and the Council's Schedule of Charges and Repairs.

2.3.5. You must keep the Property adequately ventilated to ensure that you do not cause condensation. This includes opening the windows frequently and minimising the airing of wet laundry in the Property.



- 2.3.6. You are responsible for plumbing in washing machines and dishwashers to an acceptable standard and for repairing or replacing any extra pipe work.
- 2.3.7. You must not make any alteration or improvement to the Property (excluding internal decoration) without obtaining our written permission and any required building regulations approvals and planning permission. This includes the installation or erection of any structure within the boundary of the Property.
- 2.3.8. You must not use paraffin or bottled gas heaters or appliances within the boundary of the Property. You must not store petrol, diesel, oil, paraffin, bottled gas or any other dangerous liquid or material, or any machinery or appliance fueled by such liquid or gas, within the Property.

#### 2.4. GARDENS, PARKING AND VEHICLES

- 2.4.1. You must keep all garden areas at the Property in a tidy condition and reasonably free from weeds, rubbish, litter and other waste materials. You must not allow the garden areas and the exterior of the Property to become a nuisance or an eyesore. You must not plant any tree without the permission of the Council. If the Council has to carry out works to remove items from your garden, to maintain the garden or conduct any other works deemed as a Rechargeable Works under the Council's Recharge Policy you will have to pay our reasonable costs in accordance with the Recharge Policy and the Council's Schedule of Charges and Repairs.
- 2.4.2. You, your household and visitors must not park any vehicle to obstruct any road, lane, path, access way, grassed area or to block the route of emergency vehicles.
- 2.4.3. You, your household and visitors must not park any motor or electric vehicle, motorcycle, moped or scooter anywhere other than an authorised area of parking. You are not permitted to park on any garden at the Property without written permission from the Council. Such permission will be withheld unless there is appropriate hardstanding and access, e.g. via a dropped kerb. If there is a local parking scheme, you must keep to the rules of the scheme.
- 2.4.4. You, your household and visitors must not park any motor home, caravan, business vehicle or boat at the Property or on any land belonging to the Council without our prior written permission.
- 2.4.5. You are responsible for ensuring that all vehicles parked outside of the property or on the property are in a roadworthy condition and properly taxed and insured. You must not park any vehicle which is not roadworthy on any land belonging to the Council. If you do so, the Council may dispose of the vehicle upon giving you 14 days' notice. The Council will charge you for the reasonable cost of disposal.
- 2.4.6. You, your household and visitors must not repair any vehicles outside the Property or in the local area other than the routine servicing and maintenance of a vehicle registered at the Driver Vehicle Licencing Agency (DVLA) to the Property, unless you have written permission from the Council.

## 2.5. NUISANCE AND ANTI-SOCIAL BEHAVIOUR

2.5.1. You are responsible for the behaviour of anyone living in and/or visiting the Property. You, your household and visitors must not act in a way which causes, or is likely to cause, a nuisance or annoyance to:

- (a) anyone who lives in, is visiting or going about lawful activity at or in the vicinity of the Property and/or any Common Areas; or
- (b) any employee, agent or contractor of the Council (whether at or in the vicinity of the Property, any Common Area and/or elsewhere).

Behaviour which may cause, or is likely to cause, a nuisance or annoyance includes harassment and criminal, illegal and/or immoral behaviour. Examples of such behaviour are set out below:

- harassing, intimidating or prejudicing anyone because of their colour, race, nationality, religious or political beliefs, gender, sexuality, disability or any other personal characteristic;
- being violent, using threatening, abusive, intimidating and/or insulting words, gestures or behaviour;
- using or allowing the Property to be used for illegal or immoral purposes. This includes the use, production, supply, or possession of illegal drugs.
- causing any damage to the Property or any damage or interference with anyone else's property in the locality of the Property. This includes the Council's property and any Common Areas;
- leaving rubbish in any Common Areas or in the vicinity of the Property.
- any act or behaviour that disturbs the peace, comfort or convenience of anyone who lives in the locality of the Property;
- causing or allowing to be caused any noise nuisance by any means including arguing, shouting, screaming, slamming doors, dog barking, any audio, electrical or musical equipment or any other household item. Between the hours of 11 pm and 7 am particular care should be taken to limit the noise which can be heard outside of the Property;
- allowing any pet or animal at the Property to cause a nuisance or annoyance to any person in the locality of the Property or to any of the Council's employees, agents and contractors. This includes allowing your dog to foul the Common Areas without clearing it up immediately;
- the consumption of alcohol when this behaviour becomes a nuisance or intimidating to others; and/or
- inappropriate sexual behavior.

2.5.2. You, your household and visitor to the Property must not cause, allow, threaten to cause or threaten to allow any type of harassment. Harassment is where someone intends to and/or does harm or intimidate another person, including the Council's staff, agents and contractors. Examples of harassment may include but are not restricted to the following:

- verbal or written abuse;
- threats;
- physical violence or assault;
- stalking;

- persistent or offensive phone calls, text messages, emails and/or use of social media;
- knocking on doors and/or windows;
- sending indecent or abusive material; and/or
- graffiti.

2.5.3. You must not leave your belongings or those of your household and/or visitors in the Common Areas. The Council may remove any items left in the Common Areas and dispose of them. You must not leave waste or other items in the Common Areas (except in designated bins or other appropriate receptacles).

2.5.4. You and anyone who lives in or visits the Property must not use or threaten to use violence or abuse (including physical or emotional abuse) or intimidate any person living with you. If you do, we may take legal action against you and this could result in us evicting you from the Property.

## 2.6. DOGS AND OTHER ANIMALS

2.6.1. You must not keep any animal at the Property without the written permission of the Council. Unless the Property has direct access to a private garden written permission will usually not be granted to keep a dog or a cat.

2.6.2. Subject to being granted written permission to keep an animal at the property, you must not allow any animal that you keep at the Property to cause a nuisance or annoyance to become a danger to anyone in the local area including our contractors or employees. You must not allow your animal to damage any Council property and you must remove and dispose of all animal mess hygienically. You must not allow the Property to become unhygienic as a result of you keeping any animal.

2.6.3. Subject to being granted written permission to keep a dog at the Property, you must not keep any dangerous dog which is not permitted to be kept under any legislation nor must you keep a dog for breeding or fighting purposes. You or anyone walking your dog for you must keep it on a lead at all times when in shared areas. You must clear up any mess caused by your dog fouling shared areas, play areas, open spaces and neighbouring properties.

2.6.4. If any animal belonging to you or anyone living with you or visiting you causes a nuisance to anyone in the local area, we will ask you to remove it. The Council reserves the right to revoke your permission to keep an animal if clauses 2.6.2 to 2.6.3 are breached.

## 2.7. ACCESS TO THE PROPERTY

2.7.1. The Council will require access to the Property for inspections, repairs and improvements and you must allow access to the Council's employees, agents and contractors. Access may be required for a number of purposes including the following:

- to carry out an inspection of the Property;
- to carry out a gas safety, electrical inspection or asbestos survey (including the checking of smoke and any other alarms);
- to carry out repairs or improvements that may be necessary or desirable for the maintenance of the Property;

- to inspect a neighbouring property; and/or
- to discuss any issues relating to your tenancy.

2.7.2. You must give the Council's employees, agents and contractors access to view and inspect the Property and to carry out repairs and improvements (whether for the Property or a neighbouring property) at reasonable times of the day if we have given at least 24 hours' notice in writing stating the reasons for which access is required. If we have given you notice but you do not let us in, we may force our way in if we think that there is a risk that the Property or other properties could be damaged or people could be at risk of injury.

2.7.3. In an emergency, such as a flood or suspected gas leak, you must give the Council's employees, agents and contractors access to view and inspect the Property and to carry out repairs and improvements (whether for the Property or a neighbouring property). In an emergency, we may have to get into the Property without giving you notice. This may include the forcing of entry. If we have to do this, we will make sure that the Property is secure when we leave. We will repair any damage caused by us forcing our way into the Property, unless we had to force our way in as a result of your carelessness or neglect.

2.7.4. If we have given you notice that we require access to the Property and you do not provide access, we may charge you for our reasonable expenses in trying to get into the Property. If you do not provide access in accordance with clauses 2.7.1 to 2.7.3 we may apply to the court for an injunction to require you to do so and will recharge to you the costs of the court proceedings.

## 2.8. GENERAL SAFETY

2.8.1. You must not store or leave any rubbish or items that could cause a nuisance or danger in the Property, on your balcony, in your garden, shared areas or in any shed or garage you have been allowed to use. If you do, we will ask you to remove any items causing an obstruction, nuisance or danger. If you do not do this within a reasonable period of time, we may dispose of them without further notice and you will have to pay our reasonable costs for doing this. We may also take action against you for breach of tenancy.

2.8.2. You must keep all Common Areas free from obstructions. You must not keep any items that will block access or cause a health and safety risk, in corridors, landings, walkways, stairwells or any shared area. If you do, the Council may dispose of them and you will have to pay our reasonable costs for doing this. We may also take legal action against you for breach of tenancy which could result in your losing the Property.

2.8.3. You should not leave household waste, personal belongings (including old furniture, mattresses, etc) or rubbish outside of the Property. If we have to remove any items or rubbish you have left in a shared or public area, you will have to pay our reasonable costs for doing this. We may also take legal action against you for breach of tenancy which could result in your losing the Property.

2.8.4. You must not alter, remove, damage or replace any safety device (such as window locks, smoke alarms, intercoms, security grilles and fire or security doors) either in the Property or in any Common Areas.

2.8.5. You must take all reasonable steps to keep the Property free from rats, mice and other pests and report any infestation as soon as possible to the Council. The Council will charge for pest control works in accordance with the Schedule of Charges and Repairs and the Council's Recharge policy.

## 3. YOUR RIGHTS AS A TENANT

### 3.1. RIGHT TO LIVE IN THE PROPERTY

3.1.1. You have the right to live in the Property without interruption or interference from the Council so long as you, your household and visitors comply with the conditions of the tenancy and have respect for the rights of others. If any conditions are broken the Council may apply to court to end your tenancy.

### 3.2. LODGERS AND SUB-LETTING

3.2.1. The rules relating to lodgers vary depending on the type of tenancy.

<b>Secure Tenant</b>	Secure Tenants must obtain written permission from the Council before a lodger can move in.
<b>Introductory Tenant</b>	Introductory Tenants must not take in lodgers under any circumstances.
<b>Independent Living Tenant</b>	Independent Living Tenants must not take in lodgers under any circumstances and must not have overnight visitors for longer than 2 nights in a week without written permission from the Council.

3.2.2. The rules relating to sub-letting vary depending on the type of tenancy. Subletting means allowing someone else to live in the Property and charging them rent.

<b>Secure Tenant</b>	Secure Tenants must obtain written permission from the Council before sub-letting part of the Property. The Council would not permit the subletting of the whole Property.
<b>Introductory Tenant</b>	Introductory Tenants must not sublet part of their homes under any circumstances.
<b>Independent Living Tenant</b>	Independent Living Tenants must not sublet part of their homes under any circumstances.

3.2.3. If you breach any part of clause 3.2.1 or clause 3.2.2 we may take legal action against you to repossess the Property.

### 3.3. ALTERATIONS AND IMPROVEMENTS

3.3.1. The rules relating to alterations and improvements vary depending on the type of tenancy.

<b>Secure tenant</b>	a. A Secure Tenant must get written permission from the Council before you carry out any alterations or improvement to the Property or Common Areas. This includes putting up a satellite
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	<p>dish or an aerial, fitting security grilles or gates and laying wooden or laminate flooring. The Council will not permit the installation of a satellite dish or TV aerials where the Property is situated within a block of flats where a communal aerial has been fitted by the Council.</p> <p>b. The Council will give our written permission for you to make alterations to the Property unless we have good reason not to. If you make an alteration without our permission, we may ask you to change it back. If you do not do this, we will do the necessary work and charge you our costs of doing so.</p> <p>c. Alterations to sheds, garages or other outbuildings must not be undertaken without our written permission.</p> <p>d. If you have any work carried out in the Property, you must make sure it is done by a competent and suitably qualified person. If we find out that work carried out to the Property has been carried out to a poor standard, or has or could damage the Property or injure someone, we will ask you to put the matter right. If you do not solve the problem, we will carry out the necessary work and you will have to pay our reasonable costs.</p> <p>e. In certain circumstances you have the right to claim compensation for improvements which you have carried out to the Property at the end of your tenancy.</p>
<p><b>Introductory Tenant</b></p>	<p>You must not carry out any alterations to the Property.</p>
<p><b>Independent Living Tenant</b></p>	<p>a. An Independent Living Tenant must get written permission from the Council before you carry out any alterations or improvement to the Property or Common Areas.</p> <p>b. The Council will give our written permission for you to make alterations to the Property unless we have good reason not to. If you make an alteration without our permission, we may ask you to change it back. If you do not do this, we will do the necessary work and charge you our costs of doing so</p> <p>c. If you have any work carried out in the Property, you must make sure it is done by a competent and suitably qualified person. If we find out that work carried out to the Property has been carried out to a poor standard, or has or could damage the Property or injure someone, we will ask you to put the matter right. If you do not solve the problem, we will carry out the necessary work and you will have to pay our reasonable costs.</p> <p>d. In certain circumstances you have the right to claim compensation for improvements which you have carried out to the Property at the end of your tenancy.</p>

### 3.4. SUCCESSION (PASSING ON YOUR TENANCY AFTER YOUR DEATH)

3.4.1. Succession is where your tenancy passes on to someone after your death. The law provides that there cannot be more than one succession of a tenancy. If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession. If your tenancy passed to you when the previous tenant died, no one else has the right to succeed or take over your tenancy.

3.4.2. Statutory succession rights for Secure Tenants are set out in legislation. The Council's succession policy contains further information.

### 3.5. ASSIGNMENT (THE TRANSFER OF TENANCY FROM YOU TO ANOTHER PERSON)

3.5.1. You must not transfer your tenancy to anyone unless:

- the Council gives you written permission to assign the tenancy by way of exchange in accordance with clause 3.6 below;
- the Council gives you written permission to transfer the tenancy to someone who would be able to take over your tenancy by succession after your death; or
- the Council has received a court order instructing us to transfer the tenancy.

### 3.6. MUTUAL EXCHANGE (ASSIGNMENT BY WAY OF EXCHANGE)

3.6.1. The rules relating to mutual exchange vary depending on the type of tenancy.

<b>Secure Tenant</b>	The law gives Secure Tenants the right to exchange the property with another tenant of a local authority or housing association. You must apply for written permission from the Council before exchanging your tenancy and we can refuse permission on specific grounds.
<b>Introductory Tenant</b>	Introductory Tenants cannot exchange the Property.
<b>Independent Living Tenant</b>	Independent Living Tenants can only exchange with a person eligible to live in independent living housing.

### 3.7. RIGHT TO BUY

3.7.1. You may have the right to buy the Property in accordance with your rights as set out in the Housing Act 1985. Introductory Tenants and Independent Living Accommodation Tenants will not have the right to buy the Property.

### 3.8. THE COUNCIL'S MAINTENANCE RESPONSIBILITIES

3.8.1. The Council will repair and maintain the structure and the outside of the Property. The Council will also keep in repair and proper working order installations that supply water, gas, electricity and sanitation (e.g. baths, toilets and sinks) and installations which are responsible for heating of space and water.

3.8.2. In shared areas the Council will take reasonable steps to keep all lifts, lighting, door-entry systems, fire-safety equipment and other shared items in a reasonable state of

repair. Shared areas include stairways, entrances and landings that you and your neighbours can use.

3.8.3. The Council will carry out repairs we are responsible for within a reasonable time, giving priority to urgent repairs. The Council must carry out certain particular repairs within a set time. If we do not complete them within certain time you may have the right to instruct an alternative contractor to carry out the work and charge us for the work (you can find details about these timescales and how to claim in the Council's repairs policy).

### 3.9. CONSULTATION, INFORMATION AND CHANGES TO YOUR TENANCY

3.9.1. The Council will consult you about any changes we want to make to your tenancy agreement except for changes in the amount of rent and other charges. Under the Housing Act 1985 we can make changes to the tenancy agreement as long as we consult you properly, take account of your views and give you four weeks' notice before the change happens. We may also consult you on any other matters relating to how we manage our housing if we think that those matters are likely to have a substantial effect on tenants.

## 4. SERVING NOTICES

4.1. Any notice from the Council to you shall be held to have been properly served on you if it is:

- delivered by hand to the Property;
- handed to you personally; or
- posted by first class post or special delivery service to the Property or the last address we have for you.

4.2. You should send any notices (including legal notices) to the Council at either of the following addresses:

- Housing and Communities Department, Nuneaton and Bedworth Borough Council, Town Hall, Coton Rd, Nuneaton CV11 5AA; or
- Housing and Communities Department, Nuneaton and Bedworth Borough Council, Bedworth Area Office, High Street, Bedworth, Warwickshire, CV12 8NF

4.3. Any notice sent from you to the Council will be properly served on the same working day if it is delivered to the Council at either of the addresses shown in clause 4.2 by hand or on the second working day after the day it is sent by first class post at either of the addresses shown in clause 4.2.



## 5. TERMINATION OF YOUR TENANCY

### 5.1. TERMINATION OF YOUR TENANCY BY YOU

- 5.1.1. You can end your tenancy by giving at least four weeks' written notice to the Council however this notice must end on a Sunday.
- 5.1.2. Any notice provided by you to the Council which gives a notice period which is less than the required notice period in clause 5.1.1 will not be deemed as invalid by the Council for failing to provide the required notice period and it will be deemed to expire on the earliest date possible if the time requirements of clause 5.1.1 had been properly satisfied.
- 5.1.3. If you are a joint tenant, one tenant can end the tenancy by giving us notice, and the tenancy will end for both joint tenants.
- 5.1.4. During the notice period, you must allow the Council to inspect the Property and/or show potential new tenants around the Property provided the Council has given you reasonable notice.
- 5.1.5. At the end of your tenancy you must leave the Property in good condition, secure, in a good state of repair, clean and tidy and empty of all personal belongings. You must take all your rubbish with you. You must not leave anybody living in the Property. You must make sure all fixtures and fittings and/or improvements you have installed and which you are leaving in the Property are in good working order. If you are removing any fixtures and fittings or improvements you must put the Property back to the way it was before you made them.
- 5.1.6. At the end of your tenancy if there is any damage to the Property you will have to pay for the repair or replacement or any other loss incurred. You are responsible for paying our costs, for removing and storing any items you leave in the Property. We will dispose of rubbish and things considered harmful to others. We will store other items for up to one month. If you do not collect the items by the end of this month, we may sell them or remove them and you will have to pay our costs. We may take all or part of the costs from any proceeds from selling the items.
- 5.1.7. You must return all keys to the Property (including keys for shared areas) by 12 noon on the Monday after your tenancy ends to either of the following addresses:
  - Housing and Communities Department, Nuneaton and Bedworth Borough Council, Town Hall, Coton Rd, Nuneaton CV11 5AA; or
  - Housing and Communities Department, Nuneaton and Bedworth Borough Council, Bedworth Area Office, High Street, Bedworth, Warwickshire, CV12 8NF
- 5.1.8. If you abandon the property, you will remain liable for the rent and any other charges until the tenancy has been ended.

## 5.2. HOW THE COUNCIL MAY END YOUR TENANCY

5.2.1. The way your tenancy may be ended by the Council will depend on the type of tenancy. For Introductory Tenants this is explained in clause 1.8 above. For Secure Tenants the Council will normally give you a Notice of Seeking Possession. This notice will explain why we want to end your tenancy and explain to you when court proceedings may start. This will usually be four weeks after the date we issue the notice unless we want to evict you because of anti-social behaviour in which case court proceedings may start immediately.

5.2.2. The Council will not interfere with your right to live in the Property unless the Council has to take legal action to end your tenancy such as if you have broken any of the conditions of this tenancy agreement. The Council is not allowed to evict you from the Property without proving our case in a court of law. If the court agrees with the Council, they will give us a court order that allows us to end your tenancy. However, you, a member of your household or a person visiting the Property has been:

- convicted of a serious criminal offence, e.g. violent and sexual offences and those relating to offensive weapons, drugs and damage to property;
- found by the court to have breached a civil injunction
- convicted of breaching a criminal behaviour order;
- convicted of breaching a noise abatement notice; or
- the Property has been closed for more than 48 hours under a closure order for anti-social behaviour

the Council may apply for a possession order under section 84A of the Housing Act 1985 and the court can make a possession order without the Council having to prove its case. You will have the right to seek a review of the Council's decision to rely on section 84A following the service of a notice of proceedings upon you.

5.2.3. If a Secure Tenancy no longer exists (for example if the Property is no longer being used as your only or main home) the Council may end the tenancy by giving at least 28 days written Notice to Quit.

## SECTION B: TENANCY DETAILS

This is a Tenancy Agreement between Nuneaton and Bedworth Borough Council (“the Council”), as landlord and you (either “you” or “the Tenant(s)”), relating to the Property let to you by the Council. It is a legal contract between the Council and you.

Details of the Tenant(s), the Property, the date your tenancy begins, the type of tenancy and charges due are set out below. The terms and conditions of this tenancy are set out in Section A.

1 [Tenant’s Name] \_\_\_\_\_ [Date of Birth] \_\_\_\_\_  
 2 [Tenant’s Name] \_\_\_\_\_ [Date of Birth] \_\_\_\_\_

[Where two tenants are named here, they may be referred to as “you” or “Joint Tenants” in this Tenancy Agreement].

In respect of the Property known as \_\_\_\_\_  
 \_\_\_\_\_ [“the Property”] which is a \_\_\_\_\_ [insert  
 number of bedrooms] house/maisonette/flat/bedsit/bungalow/other located on the  
 \_\_\_\_\_ floor

Own Garden: none/front/rear/side/remote  
 Location \_\_\_\_\_ [plan attached]

This is a weekly tenancy which will begin on \_\_\_\_\_ 20\_\_ when the first advance payment of weekly rent will be due.

This tenancy will be an Introductory Tenancy until the trial period expires in accordance with Section 125 of the Housing Act 1996 (as amended) when it will become a Secure Tenancy.

Basic rent                    £ \_\_\_\_\_ a week PLUS

Service charges £ \_\_\_\_\_ a week for GAS

	£ _____ a week for	ELECTRIC
Other charge(s)	£ _____ a week for	_____
Other charge(s)	£ _____ a week for	_____
Other charge(s)	£ _____ a week for	_____
Other charge(s)	£ _____ a week for	_____
Other charge(s)	£ _____ a week for	SUPPORT SERVICES CHARGES
AND	£ _____ a week for	WATER CHARGES

= TOTAL £ \_\_\_\_\_ a week OR £ \_\_\_\_\_ a calendar month

Intended Occupiers of the Property

The following persons (including tenant(s)) will occupy the Property:

Name	Tenant or Relationship to Tenant	Date of Birth
_____	_____	_____
_____	_____	_____
_____	_____	_____

## SECTION C: TENANT(S) DECLARATION

The Tenant(s) must sign below after reading the terms and conditions of tenancy.

- A. I/We have read and understood the terms and conditions of this tenancy.
- B. I/We understand that I am/we are responsible for the behaviour of all the behaviour of all the members of my household, pets and visitors and I/we, or members of my household have invited into the Property.
- C. I/we understand that the Council can take legal action against me/us if the conditions of the tenancy are broken. This may include applying to the Court for possession of the Property (which may result in me/us and my/our household being evicted) and/or applying to the Court for an injunction.

Signature 1: \_\_\_\_\_ [Print Name] \_\_\_\_\_

Signature 2: \_\_\_\_\_ [Print Name] \_\_\_\_\_

Signed on behalf of the Council: \_\_\_\_\_  
[Print Name]: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
DATE: \_\_\_\_\_

## SECTION D: TENANT INFORMATION SHEET

Tenant Name: \_\_\_\_\_

Telephone Contacts: Home: \_\_\_\_\_  
Work: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email Address: \_\_\_\_\_

### Next of Kin/People to Contact in Emergencies:

(Please tell us of any changes)

Name: \_\_\_\_\_  
Relationship to tenant: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Contacts: Home: \_\_\_\_\_  
Work: \_\_\_\_\_  
Mobile: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Name: \_\_\_\_\_  
Relationship to tenant: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone Contacts: Home: \_\_\_\_\_  
Work: \_\_\_\_\_  
Mobile: \_\_\_\_\_

### Doctor's details

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Telephone number: \_\_\_\_\_

## SECTION E: NOTICE TO QUIT

# TERMINATION OF TENANCY

Name: .....

Address: .....

Contact telephone number: .....

I/We wish to give **4 weeks** notice to terminate my tenancy at the above address as from Monday

I/We understand that if I/we do not hand in the keys to the above property before 12.00 noon on Monday ..... I/We shall be charged a further weeks rent and each future week keys are held.

Gas Supplier: ..... Electric Supplier: .....

Telephone Supplier: ..... Water Meter: Yes  No

Forwarding address: ..... Post Code: .....

### Reason for terminating tenancy: (please tick appropriate box)

Private Tenancy	<input type="checkbox"/>	Purchased Property	<input type="checkbox"/>	Moving in with friends / relatives	<input type="checkbox"/>
Residential Home	<input type="checkbox"/>	Moving out of Borough	<input type="checkbox"/>	Housing Association	<input type="checkbox"/>
Deceased	<input type="checkbox"/>	Transferring to any other Council Property	<input type="checkbox"/>		
Other	<input type="checkbox"/>	.....			
(please give reason)					

I/We do hereby disclaim all rights and interests in any furniture, goods, or any articles whatsoever remaining in the above premises.

I/We authorise Nuneaton and Bedworth Borough Council as Landlords of the premises, or their representatives, or agents, to dispose of the furniture in any manner they may so decide and I/We understand I/We will be charged for this service.

If any damage has been caused to the property other than wear and tear, I/We will be charged for the repair or replacement, as per the terms and conditions of the Tenancy Agreement.

Signed: ..... Signed: .....

Print full name: ..... Print full name: .....

Date: ...../...../..... Date: ...../...../.....

If you are not the tenant of the above property, please complete the following and tick the box to say you have read the disclaimer underlined in bold above

Name: .....

Address: .....

Telephone No: .....

Relationship: .....

Disclaimer box



