

# CURRENT TENANCY AGREEMENT

## HOUSING TENANCY AGREEMENT



This is a legal contract. It describes the rights and responsibilities of Bolsover District Council and of you the tenant. Please retain this document for your future reference.

**THIS AGREEMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_

Two Thousand and \_\_\_\_\_ **BETWEEN BOLSOVER DISTRICT COUNCIL** (called "the Council") and

\_\_\_\_\_ (called "the Tenant(s)")

The Council agrees that the Tenant(s) may enter into the property known as

\_\_\_\_\_ together with any garden shed, outbuilding fence or wall let with it called ("the Property") in accordance with the following terms.

### **SIGNED BY**

Signature \_\_\_\_\_

Signature \_\_\_\_\_

**In the presence of**

**WITNESS Signature of Witness** \_\_\_\_\_

**DATE** \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_

All personal information provided to Bolsover District Council will be held and treated in confidence in accordance with the Data Protection Act 1998. It will only be used for the purpose for which it was given and may be shared with other council departments or third party organisations. The information will be held electronically and kept secure at all times. Key tenant data may be provided to bodies responsible for auditing and administering public funds for the purpose of preventing and detecting fraud.

## **The Terms**

1. The Tenancy shall be a weekly tenancy and shall commence on \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand and \_\_\_\_\_
2. The rent is £\_\_\_\_\_per week inclusive of other charges where applicable and may be varied by the Council in accordance with the provisions detailed below entitled 'Payment of Rent'
3. This agreement makes the Tenant(s) a Secure Tenant(s) of the Council under the Housing Act 1985 as amended.
4. If the Tenant(s) breach any of the Terms of this agreement the Council can evict the Tenant(s) in accordance with the provisions of Schedule 2 of this agreement.
5. The Tenant(s) agree to comply with the rights and obligations set out in Schedule 1 of this Agreement and to act in accordance with the rules regulations and guidance contained in the Tenants Handbook.
6. The Council agree to comply with the rights and obligations set out in Schedule 2 of this Agreement.
7. On taking possession of the property and having received a copy of this Agreement the Tenant(s) and the Council shall be bound by its terms whether it has been signed or not. The Council may amend this agreement by giving the tenant(s) not less than four week's notice.
8. Where it is necessary for the Council to serve any Notice on the Tenant(s), that Notice may be served either by delivering it to the tenant(s), or by leaving it at his/her or their proper address or by sending it by post to that address.
  - a) The "proper address" of the Tenant(s) on whom a Notice is to be given or served shall be his/her or their last known address.
  - b) Where it is necessary for the Council to serve any Notice on Joint Tenants the Notice will have been properly served on all Joint Tenants if served on one or any of them.
9. The enforcement of these tenancy conditions shall be at the discretion of the Council. The Council is not under a duty to take enforcement action in respect of all breaches of this Agreement. The Tenant(s) acknowledges that the Council may take action against him/her/them for breach of these terms (or any other provision of this Agreement) and that this may result in the Council terminating this Agreement by applying for the appropriate Court Order for eviction. Non - enforcement in any instance will not preclude future action.
10. This Agreement can be ended by the Tenant (or either of them) giving four weeks Notice in writing on the Council in accordance with the provisions detailed below entitled 'Terminating this Agreement'.

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## **Payment of Rent**

1. The rent and other charges are due weekly in advance on a Monday.
2. The Council may vary the rent upon giving the Tenant(s) four weeks Notice.
3. The Council may vary any other charges immediately upon Notice being served.
4. The Council may recover any rent due from any one of the Tenant(s) of the property. If any one of joint tenants leave the property owing rent to the Council, the Council have the right to recover the sum outstanding (for rent or other charges) from any Tenant(s) remaining in the property.
5. The Council may recover any rent due from any one on the Tenant(s) of the property following the expiration (by any means) of this agreement.

## **Terminating this Agreement**

1. The Tenant(s) must give the Council four week's notice in writing to terminate this agreement on a Monday.
2. The Tenant(s) must return all keys to the Council on or before 10am on the date agreed by the Council that this Agreement ends. At the discretion of the Tenancy Management Officer a termination notice may be suspended on a weekly basis. Not less than a week's notice must be given to the Tenancy Management Officer.
3. The Tenant(s) must give vacant possession of the property.
4. Fixtures installed by the Tenant(s) will become the property of the Council unless the Tenant(s) has obtained prior written permission from the Council for their removal in which case items must be removed by the time this Agreement ends.
5. The Tenant(s) must leave the property in good repair and in a clean and tidy condition and shall permit the Council and its Agents access to the property prior to the end of this Agreement in order for the Council to assess the condition of the property and evaluate any works which may be necessary before the property can be re-let to a new tenant.
6. The Tenant must pay for any repairs or replacement if damage has been caused to any Council property or the property howsoever caused prior to the keys being in the possession of the Council.
7. Should it be necessary for the Council to do any work at the property for cleaning or repairs then the Council reserves the right to charge the Tenant.
8. Should the Council be unable to recover such sums at the expiration (by any means) of this Agreement the Council reserves to itself the right to recover the sums owed by the Tenant from any sums you pay to the Council in respect of any other Council property in which you hold an interest.
9. The Council reserves the right to refuse the Tenant(s) the right to enter into any new Agreement with the Council at any time in the future if you fail to comply with all of the terms of this Agreement.

# **SCHEDULE 1**

## **TENANT'S RIGHTS AND OBLIGATIONS**

*For the purpose of this schedule "You" shall mean the Tenant (and more if more than one, both of them separately) and every person (including children) and any animals living in or visiting the property.*

### **1. Occupancy of Property**

- 1.1 To occupy the property as your sole or principal home for use as a private dwelling house only and not to carry on (or permit to carry on) any trade or business in your property and not to use (or permit the use of) the property or any part of it for non-residential purposes or display any advertisement, sign or notice without the prior written consent of the Council.
- 1.2 You must not assign, exchange sublet or part with possession of the whole or any part of the property without the prior written consent of the Council.
- 1.3 You must inform the Council if you will be away from your home for more than twenty-eight days. The Council will then know that the property has not been abandoned. If you are absent from your home for more than 28 days without advising the Council, action may be taken to end this Agreement.
- 1.4 You will be in breach of this Agreement if in entering into this Agreement information has been given to the Council by you or anyone acting on your behalf which is false or misleading and which has led to the Council entering into this agreement with you.
- 1.5 You must pay the Rent and other charges which are due weekly in advance in accordance with the provisions detailed in 'Payment of Rent' of this Agreement.

### **2. Looking after your Property and General Conduct**

- 2.1 You must keep the property in a clean and tidy condition (including all communal areas in the case of flats).
- 2.2 You must not damage, deface or put graffiti on Council property. You will have to pay for any repair or replacement arising from any damage to your property or any Council property caused by you.
- 2.3 You must take all reasonable steps to prevent damage to the property by fire, frost, the bursting of water pipes or the blocking of drains.

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## **3. Safety at the Property**

- 3.1 You must not tamper or interfere with equipment for the supply of services or other security or safety equipment.
- 3.2 In flats and properties with shared facilities communal doors should not be jammed open.
- 3.3 You must not keep or use any more bottled gas, paraffin, petrol or any other dangerous or noxious material in your property or in communal areas than is reasonably necessary for normal domestic use and previously approved in writing by the Council.
- 3.4 You must not make, bring anything into or store in your property anything which is dangerous to you or others or which may cause or is likely to cause a nuisance to others.
- 3.5 You should only burn recognised and approved fuel for your heating appliance.

## **4. Gardens and Boundaries**

- 4.1 You must make sure that your garden is tidy. Lawns must be cut and hedges trimmed. If the garden is overgrown and there is no good reason why you are unable to clear it the Council may clear it and charge you for the work.
- 4.2 You must not cut down or remove any established tree on your property without the Council's prior written permission.
- 4.3 You must not enter on any property that has not been let to you as part of the property that is subject to this Agreement. You must not allow anyone to enter upon the property, if this does happen you must notify the Council immediately and in writing.
- 4.4 You are not allowed to erect walls or fences at the property or alter, move or interfere with existing boundary features without the Council's written permission. If you breach this condition the Council shall have the right to reinstate the original boundaries and recover the costs of such works from you.

## **5. Alterations and Additions**

- 5.1 You must not erect any shed, garage, greenhouse or similar structure without the Councils prior written permission.
- 5.2 You must not make any alterations, additions, or installations to the property without the Councils prior written permission.
- 5.3 You must not undertake any permanent decorative finish to the property without the Councils prior written permission.

## **6. Repairs to the Property**

- 6.1 You must notify the Council immediately if any repairs are required at the property which are the Council's responsibility, such items being detailed in Schedule 2 of this Agreement.
- 6.2 You are responsible for the repair, replacement and renewal of the following items:
- the internal decoration of your property.
- a) plugs to sinks, baths and wash hand basins;
  - b) plugs for electrical appliances;
  - c) replacement light bulbs and tubes;
  - d) replacement of fuses;
  - e) keys;
  - f) batteries for appliances;
  - g) adjustments to central heating clocks;
  - h) clearing blocked wastes to sinks, wash hand basins and baths and external gullies;
  - i) replacement of cracked or broken glass;
  - j) fences between adjacent council owned properties;
  - k) cooking facilities;
  - l) sweeping of chimneys;
  - m) draining down water systems during periods of absence in the winter months.
- 6.3 You must pay the whole cost of any works or repair arising from any damage to the property caused by you.
- 6.4 You have an obligation to take care of the property internally and externally and in the case of flats or properties with shared facilities all communal areas.

## **7. Pets and Animals**

- 7.1 You are allowed to keep one dog and/or one cat, caged birds or fish 'Family Pets' without first needing to obtain the Council's permission. Should you wish to have more animals at the property (or animals which are not listed in this section) then you should obtain the Council's prior written consent. In the case of tenants of sheltered flats, dogs and cats cannot be replaced.
- 7.2 You must keep any 'Family Pet' under control at all times and not permit any 'Family Pet' to damage the property or any Council property to cause any nuisance or annoyance to anyone else.
- 7.3 You must not leave any 'Family Pet' unattended for more than 24 hours either inside or outside the property.

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- 7.4 You must ensure that no 'Family Pet' or animal kept at the property prevents an employee, contractor or agent of the Council gaining access to the front door of the property.
- 7.5 You should not erect any structure for the housing of livestock or birds without the Council's prior written consent.

## 8. Access

- 8.1 You must permit the Council, its contractors or agents access to the property on the giving of reasonable notice to inspect the condition of the property and when the Council feel it is necessary to carry out repairs improvements or other necessary work.
- 8.2 In the case of emergencies the Council reserves the right to gain access to the property by whatever means are necessary. This provision shall also apply should you fail to allow the Council access for routine checks and maintenance within 72 hours of them serving on you Notice requiring access for such checks.

## 9. Vehicles and Parking

- 9.1 You must not park or leave any motor vehicle, trailer, caravan or boat anywhere on the property except on an approved hardstanding
- 9.2 The parking of vehicles by you must not in any way obstruct access to another property, service road, or prevent access for emergency vehicles.
- 9.3 Vehicles larger than 3.5 tonne gross weight may not be parked at the property and Taxis/Private Hire Vehicles may only be parked on a private drive or within the property boundary except where previously approved in writing by the Council.
- 9.4 You must not park or leave any motor vehicle, trailer, caravan or boat on grass verges or on any Council land used for amenity purposes.
- 9.5 If the property has a designated residents parking area, only you and your lodgers or visitors must park there.

## 10 Tenants Behaviour

- 10.1 You must ensure no nuisance or annoyance is caused to any person living in, visiting or otherwise engaged in a lawful activity in the locality of the property. Examples of nuisance, annoyance or disturbance include (but is not limited to):-
- a) selling of drugs or drug abuse;
  - b) loud music;
  - c) arguing and door slamming;
  - d) dog(s) barking and fouling;
  - e) rubbish dumping;
  - f) undertaking major car repairs;

- g) playing ball games (other than in a designated amenity area);
  - h) discarding litter;
  - i) using air-rifles or pellet-guns.
- 102 You must ensure that no harassment is caused to any other person. Examples of harassment includes (but is not limited to):
- a) violence or threats of violence towards any person including people living visiting or working in the locality of your property;
  - b) abusive or insulting words or behaviour;
  - c) damage or threats of damage to another persons property or home or pets;
  - d) writing threatening, abusive or insulting graffiti;
  - e) any interference with the peace or comfort of any other person;
  - f) racial harassment;
  - g) sexual harassment;
  - h) harassment because of a persons sexuality, physical disability, learning disability, religion or because they may have HIV/AIDS.
- 103 You must not inflict domestic violence or threaten violence against any other person.
- 104 You must not use or threaten to use violence or use abusive or insulting words or behaviour towards any employee, contractor or agent of the Council.
- 105 You must not use or permit the use of your property or any communal area for any illegal or immoral purpose.
- 106 You must not make false or malicious complaints to the Council about the behaviour of any other person.



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## SCHEDULE 2

### COUNCIL'S OBLIGATIONS AND RIGHTS

#### **1 The Council Agrees:**

- 1.1 Not to interfere with your rights to possession of the Property as long as you fulfil all Tenants Obligations under this Agreement.
- 1.2 To replace and renew as appropriate the items detailed below as soon as reasonably possible:
  - a) the structure and exterior of the Property (including communal areas in the case of flats);
  - b) the decoration of communal areas;
  - c) the fitting for the supply of water, gas and electricity;
  - d) bathroom and toilet fittings;
  - e) room heating systems;
  - f) water heating systems.
- 1.3 To consult tenants who are likely to be substantially affected by proposed changes in or additions to the Housing Management Policies (other than rents and other charges)
- 1.4 To only change the terms of this Agreement (excluding the level of rent) by:-
  - a) giving you written notice of the proposed change and inviting comments within a reasonable time;
  - b) Considering the comments from individuals and groups;
  - c) Giving four weeks notice of the changes and information explaining the changes;
  - d) Undertaking full consultation with the Tenants Associations.
- 1.5 To consult with Tenants in accordance with the Council's Tenant Participation Policy.
- 1.6 To supply information on Housing Allocation Policies and Procedures, transfers and exchanges and to endeavour to supply information on all other subjects relevant to this Agreement.

## **2 The Council reserves the right to themselves:**

2.1 To fix attach and maintain any wires, poles, cables, brackets, fixtures and fittings in over or under the property for the purpose of supplying radio and television diffusion services to the property or any other works at the property or any other.

2.2 The right to install and maintain and improve the cables wires fixtures or other equipment for the purpose of provision of emergency alarms security systems or fire detection.

2.3 To erect scaffolding at the property for the purpose of carrying out works at the property or any other.

2.4 To seek to recover possession on the grounds set out in Schedule 2 of the Housing Act 1985 (as amended) after first giving the Tenant(s) Notice of its intention to apply to the Court for an order seeking possession of the property.

## **3 Succession of Property**

If you have a joint tenancy the surviving tenant will automatically take over the tenancy upon the death of the other joint tenant. The surviving tenant will be the successor and there will be no further right to succeed because succession can only happen once.

If you are a sole tenant who has not succeeded the tenancy, then your tenancy can be passed onto your spouse or civil partner as long as they are living with you when you die. If there is no spouse or civil partner then other members of your family can succeed to the tenancy if you die, providing they have lived with you for 12 months ending at your death.'

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## Equalities Policy Statement

Bolsover District Council is committed to equalities as an employer and in all the services provided to all sections of the community.

The Council believes that no person should be treated unfairly and is committed to eliminate all forms of discrimination in compliance with its Equality Policy.

The Council also has due regard to eliminate discrimination and to proactively promote equality of opportunity and good relations between persons of different groups when performing its functions.

## Access for all

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یا بڑے حروف یہ یا ہو ضرورت کی مدد میں سمجھنے دستاویز یہ کو آپ اگر دیے میں آخر کے صفحے اس مہربانی برائے تو ہو درکار میں شکل کی ترجمہ - کریں رابطہ سے ہم پر نمبر گئے

Other Equalities information is available on our web site [www.bolsover.gov.uk](http://www.bolsover.gov.uk) or by email from [equalities.officer@bolsover.gov.uk](mailto:equalities.officer@bolsover.gov.uk)

**Minicom:01246 242450 Fax:01246 242423**

**Tel: 01246 593064**