

DRAFT NEW TENANCY AGREEMENT

Tenancy Ref. No.

WELCOME NOTES

Your landlord is Bolsover District Council “the Council”. We would like to welcome you to your new home and neighbourhood. We hope that you will be very happy as a Council tenant.

This tenancy agreement sets out important information about your rights and responsibilities. It also tells you what the council’s responsibilities are to you. When you sign this agreement it forms a legal agreement between you and the Council.

Please read this document carefully, or have someone read it to you, before you sign. If there is anything you do not understand please contact the Housing Management Team who will be happy to help. We can be contacted on (INSERT NUMBER) or via email (INSERT EMAIL ADDRESS).

If you have signed this agreement with someone else like your husband, wife or partner, you are a joint tenant. You are both jointly and individually responsible for all the conditions in this agreement.

If at any time you believe that you will not be able to comply with any aspect of this tenancy agreement please contact the housing management team straight away who will be glad to offer advice and support.

If you do breach any of the conditions of this agreement we can take legal action against you. We may apply to court to make you leave your Property. Before we take action you will be given the opportunity to discuss the matter with your Tenancy Management Officer. You will also be given the opportunity to correct the situation. Legal action may be taken in other circumstances for example if you stop using the Property as your home or if you gave false information when you filled out your application form.

You are responsible for informing us of any changes in your circumstances during the course of your tenancy, such as if you purchase a Property, gain a financial interest in a Property, or you gain or lose a household member. You must notify us about any new household member that comes to live with you, so that they can be added to your tenancy records as residing at your Property.

The Council will consult with tenants where you are likely to be substantially affected by proposed changes (other than rents and other charges)

CONTENTS

1. Definitions
2. Your tenancy
3. Paying your rent
4. Using your Property
5. Repairs and Maintenance
6. Nuisance and Anti-social behaviour
7. Moving or Ending your tenancy
8. Notices
9. Signature and Declaration

1. Definitions

Alterations – changes or additions to your home. This includes but is not limited to changing internal or external doors, replacing windows, fitting new kitchens or bathrooms, erecting garages, sheds, laying driveways or concrete, removing boundaries.

Approved Hardstanding – An area for parking vehicles within the Property (such as a car port or driveway) which has been granted prior approval by the Council and which is reached by via a properly installed dropped kerb with any necessary highways and planning permission.

Assignment – legally transferring your tenancy, and the rights and obligations that go along with it, to someone else.

Communal areas –include internal areas such as hallways, stairs and entranceways and outside areas such as communal gardens, bin storage, pathways and car parks which are for the shared use of more than one Property.

Communal Gardens – shared garden areas that are for the use of all tenants of a block of flats or a group of properties.

Heating charge – the part of your rent (if any) that covers charges for heating provided by the Council. Not everyone will have a heating charge.

Joint tenancy/ tenant – a joint tenancy occurs when more than one person signs up to and is named on the tenancy agreement. Both tenants are responsible for paying rent and complying with the tenancy agreement. If you are a joint tenant and there are rent arrears on your account the full amount can be claimed from either tenant. If one joint tenant serves notice to quit the tenancy will end for all tenants.

Motor vehicle – includes cars, vans, motorbikes and any other powered vehicles including those with an electric engines.

Notice of Seeking Possession – a formal notice served on you by the Council as a first step to end your tenancy if you have not complied with this agreement.

Notice to Quit – a formal notice to end your tenancy. It must comply with the legal requirements for a notice to quit and be given to the landlord.

Property – your home including any outside areas that are for your sole use.

Rent – the total charge due for living in the Property as set out at paragraph 2.2

Service charge – the part of your rent that covers charges for services or facilities that you benefit from. This charge is often made to tenants who benefit from common or shared facilities that require maintenance such as communal gardens, entrance ways or lifts. The Council has a service charge policy which sets out the basis of the charge in detail. Not everyone will have a service charge.

Succession – the process by which someone legally takes on the tenancy of a deceased family member.

The/ your Property – the house/ flat or bungalow you are renting as described at paragraph 2.5 of this agreement.

We/ us/ the Landlord/ the Council – refers to Bolsover District Council and anyone acting on its behalf.

You/ the tenant – if you are a joint tenant 'you' or 'the tenant' refers to both tenants together and individually. Where appropriate it also covers people you are responsible for such as family members and visitors.

2. Your Tenancy

2.1 The tenancy commences on _ day of _____ Two Thousand and _____. The first period of this tenancy will be from (*insert date of commencement of tenancy as above*) to midnight on the following Sunday namely (*insert date*). Second and subsequent periods of this tenancy are from week to week commencing on the Monday immediately after the first period, namely (*insert date*).”

2.2 The Current Weekly rent charges for the Property are:

Rent	£
Service Charge	£
Heating Costs	£
Special Service Charge	£
Support Charge	£
	£
Total	£

2.3 This tenancy agreement is between Bolsover District Council (“the Council”) and the “Tenants”

Name	Date of Birth	National Insurance Number

2.4 Other Household members

Name	Date of Birth	Relationship to Tenant

2.5 The address of the Property is

If there are any gardens attached to the Property which are not communal and/ or any garages within the curtilage of the Property these are included in the tenancy and you are responsible for the maintenance of them

2.6 Type and size of Property

House/Bungalow/Flat/ILS

Number of bedrooms

Garden YES

NO

Position :

Front

Side

Rear

3. Paying your rent

- 3.1 You must pay your rent and any other charges in full every week. You must pay your rent in advance and not in arrears. Payment of rent for the first period of this tenancy will be £_____. After the first period you must pay rent in advance on or before the Monday of each week, this will be £_____.
- 3.2 Your rent may be increased or decreased from time to time. You will be advised in writing at least 4 weeks before any rent change. This is called a Notice of Variation, the notice will also tell you of the right to end the tenancy if you do not accept the new rent level.

4. Using Your Property

Occupying your Property

- 4.1 You must occupy the Property as your sole or principle home.
- 4.2 If you will be away from your home for more than twenty-eight days you must inform us so that we know the Property has not been abandoned. You must provide contact details so that you can be contacted while you are away from the Property and inform the Council of any persons residing in your Property while you are away who are not listed in your tenancy agreement. You must provide an intended date of return. If you are absent from your home for more than 28 days without telling us action may be taken to end this Agreement.

4.3 You must let us know who is living with you, their details and their relationship to you. You must update the Council when anyone listed in your tenancy agreement leaves the Property or if someone new moves in or a child is born.

4.4 You must comply with any Council Policies relevant to your tenancy.

Subletting

4.5 You must not sublet, even temporarily, the whole or part of the Property. You will immediately lose your secure tenancy and we will take action to repossess the Property and/or prosecute you. The prevention of Social Housing Fraud Act 2013 criminalises the unauthorised subletting of your home and you could be liable.

Lodgers

4.6 You can take in lodgers as long as your Property is not considered to be overcrowded and you have obtained written permission from the Council, to be renewed annually. A lodger is someone who lives in your home but was not part of your household when you first moved in. They do not have exclusive rights to any part of your home.

4.7 You will be responsible for the behaviour of any lodger who lives in the Property.

Running a business, working or trading from the Property

4.8 You must get our permission before you or any other person begin running a business, working or trading from the Property. We will not refuse permission unreasonably.

4.9 We will not allow the following businesses to be run or operated from the Property:

- a) Repairing, re-spraying, valeting or trading in motor vehicles, boats, trailers, caravans or similar structures.
- b) Shops or wholesale businesses where customers would have to visit the Property.
- c) Any business or trade likely to cause nuisance or annoyance to other people or damage the Property, our land or communal areas.
- d) Any business or trade which involves using the Property or locality for any illegal or immoral purpose.
- e) Any business or trade using controlled substances such as chemicals.

4.10 If the Council do give you permission you must also have and maintain any necessary insurance, legal permissions including planning permission and an appropriate level of public liability insurance.

4.11 If any business, trade or work at the Property breaches any conditions of this

agreement we will withdraw our permission. If we do this it must stop operating.

- 4.12 You, or anyone you are responsible for as the tenant, must not run a business, work or trade from:
- a) Any communal areas in our blocks of flats or maisonettes.
 - b) Any of our garage blocks.
 - c) Any land in the locality of the Property (e.g. parking or grassed areas).
- 4.13 You must not display any advertisement, sign or notice for your business without the prior written consent of the Council.

Condition of the Property

- 4.14 You must keep the Property
- a) In good condition, clean, tidy and in good decorative order.
 - b) Free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
 - c) Free from pests or vermin and not encourage their presence.
- 4.15 You are responsible for decorating the inside of the Property.
- 4.16 You must not, or permit anyone to, damage, deface, dirty or graffiti on the inside or outside of the Property or any provided fixtures and fittings.
- 4.17 You must not paint the outside of the Property.
- 4.18 You will have to pay for any repair or replacement arising from any damage to your Property or any Council Property caused by you or people living in or visiting your Property. Your responsibilities are set out in the Rechargeable Recharge Policy.
- 4.19 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.

Communal areas

- 4.20 You must keep the communal areas clean and tidy and free of personal belongings.
- 4.21 You must keep the communal areas and fire exits free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
- 4.22 You must not tamper with, obstruct and/or create tripping or fire hazards or permit anyone to, damage, disable, dirty, deface or graffiti on anything of the Council, including equipment, in the communal areas and communal gardens. This

includes:

- a) Door entry or emergency alarm equipment
- b) Lifts including the lift doors, machinery and control panels
- c) Firefighting and detection equipment and installations
- d) Gas, electricity and water supplies or meters
- e) Glass in panels and windows
- f) Sheds and storage areas
- g) Sprinkler systems
- h) Fire doors, fire equipment and fire escape routes

4.23 You must not use communal gardens for hot tubs, paddling pools, ponds, trampolines, sheds or similar.

4.24 You must not keep or charge a mobility scooter/s in the communal areas or communal gardens.

Safety

4.25 You must not tamper or interfere with equipment for the supply of services e.g. gas and electricity or other security or safety equipment.

4.26 You must not tamper with, or permit anyone to, damage, disable, deface or graffiti on any of the following at the Property:

- a) Door entry or emergency alarm equipment.
- b) Smoke or heat detectors.
- c) Gas, electricity or water supplies or meters
- d) Fire doors.

4.27 In flats and properties with shared facilities communal doors should not be jammed open.

4.28 You must not keep or use bottled gas, paraffin, petrol or any other dangerous or noxious material in your Property or in communal areas other than in small quantities necessary for normal domestic use.

4.29 You must not use or store dangerous, explosive or inflammable materials or substances in the Property, communal areas, or sheds and storage areas in blocks of flats.

4.30 You must not use portable oil, paraffin, gas cylinders/bottle cookers or heaters in the Property.

- 4.31 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.
- 4.32 You should only burn recognised and approved fuel for your heating appliance.
- 4.33 You must test smoke alarms and carbon monoxide (CO) testers and report any malfunction of safety equipment immediately.
- 4.34 You must not burn anything or have open flames within your Property.

Gardens and Boundaries

- 4.35 You must make sure that your garden:
- a) is tidy with any hard surfaces kept clean.
 - b) Free from vermin and pests
 - c) Free from stored or accumulated rubbish, furniture, household appliances or scrap metal.
 - d) Free from dog faeces.
- 4.36 Lawns must be cut and hedges trimmed to a manageable level. Shrubs must not be more than 2m high. 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.
- 4.37 You must not cut down or remove any established tree on your Property without the Council's prior written permission, and you must seek permission from the Council prior to planting any new trees.
- 4.38 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.
- 4.39 You must get permission for any alteration or improvement to your home or in your garden before you undertake this work. Permission will be considered in line with the Council's Tenant's Alteration and Improvement Policy.
- 4.40 We will not unreasonably refuse permission and you must also obtain any necessary legal permissions (e.g. planning permission, building regulation approval and where appropriate, Gas Safe and Accredited Electrical Certification and in some instances party wall permission).
- 4.41 The boundary of the Property is determined by the Council. Our decision is final in the event of any dispute regarding our land or its boundaries.
- 4.42 You must not erect barriers and/or gates across shared access paths or walkways.
- 4.43 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 work from you. You are responsible for maintaining any fences, boundaries and gates that are not adjacent to a public highway.

4.44 You must not burn waste in your garden or have bonfires.

4.45 You may not install a pond in your garden.

Pets and Animals

4.46 You may keep one dog and/ or cat at the Property so long as the Property is not one that is accessed by a communal door e.g. flats. Where the Property is accessed via a communal door, or where you wish to keep anything other than one cat and/ or dog or a permitted animal listed in 4.47 below (collectively called "Family Pets"), written permission must be sought from the Council prior to the animal being brought in to the Property.

4.47 You may keep Family Pets in your home subject to the conditions within this section. A Family Pet is considered to be a dog, cat, small caged animal or bird. You may also keep any small amphibians, fish insects or reptiles, as long as they are kept only in a purpose designed tank or container.

4.48 You must not keep pigeons or chickens at your Property without permission.

4.49 You must not keep excessive numbers of small animals in your Property and you must ensure that appropriate animal welfare standards are met. Where Family Pets are being kept in unsuitable conditions, or where they are causing nuisance and annoyance to others, the Council reserves the right to revoke permission for you to keep them in the Property.

4.50 You must keep any Family Pets under control at all times and not permit them to damage the Property or any other Council Property or to cause any nuisance or annoyance to anyone else. You will be recharged for the costs of repairing any damage caused by your Family Pets or animals belonging to visitors to your Property.

4.51 If you keep a dog at the Property you must ensure that any outside space is kept clean of faeces and you must not allow them to foul any common areas.

4.52 You must ensure that no 'Family Pets' or animal kept at the Property prevents an employee, contractor or agent of the Council gaining access to the front door of the Property.

4.53 You should not erect any structure for the housing of livestock, birds or animals without the Council's prior written consent.

Vehicles and Parking

4.54 You must not park or leave any motor vehicle, trailer, caravan or boat anywhere on the Property except on an Approved Hardstanding.

4.55 You must not park or leave any motor vehicle, trailer, caravan or boat on grass verges, communal grassed areas, gardens or any Council land used for amenity purposes.

4.56 The parking of vehicles by you must not in any way obstruct access to another Property, service road, or prevent access for emergency vehicles.

4.57 Vehicles other than residents' daily use cars or personal vans may only be parked on a private drive or within the Property boundary where previously approved in writing by the Council and in such a way that they do not cause a nuisance to neighbours, road users or pedestrians.

4.58 You must only access your Property with a Motor Vehicle via a properly installed dropped kerb.

5. Repairs and Maintenance

5.1 You must notify the Council immediately if any repairs are required at the Property which are the Council's responsibility.

5.2 You are responsible for the repair, replacement and renewal of anything that does not form part of the structure or exterior of the Property and which is not an installation for the supply of water, gas and electricity, sanitation or space and water heating including (but not limited to) the following items:

- a) the internal decoration or your Property.
- b) plugs to sinks, baths and wash hand basins and replacing toilet seats;
- c) plugs for electrical appliances;
- d) replacement light bulbs and tubes;
- e) replacement of fuses or resetting trip switches;
- f) keys;
- g) batteries for appliances;
- h) adjustments to central heating clocks;
- i) clearing blocked wastes to sinks, wash hand basins and baths and external gullies;

- j) replacement of cracked or broken glass;
 - k) fences and gates unless adjacent to the public highway;
 - l) cooking facilities;
 - m) sweeping of chimneys;
 - n) draining down water systems during periods of absence in the winter months;
 - o) paths, other than those that serve the front and rear entrance to the Property.
- 5.3 You must pay the whole cost of any works or repair arising from any damage to the Property caused by you or anyone living in or visiting the Property.
- 5.4 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.
- 5.5 The Council will 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 (this may be subject to a service charge);
 - c) the fitting for the supply of water, gas and electricity;
 - d) bathroom and toilet fittings (excluding toilet seats);
 - e) room heating systems;
 - f) water heating systems.
- 5.6 You must allow the Council and/ or its contractors and/or agents access to your Property on 72 hours' written notice for the purposes of carrying out a Property inspection; inspecting for repairs, carrying out repairs, servicing equipment and/ or for any other reasonable housing management purpose.
- 5.7 The Council reserves the right to enter the Property without notice in cases of emergency, and to carry out urgent repairs, where to fail to do so would lead to Property damage or where there is a risk to your health and safety or the health and safety of others. The Council will attempt to contact you prior to obtaining emergency access.
- 5.8 The Council reserves the right to enter on to your Property 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.
- 5.9 The Council reserves 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.

- 5.10 The Council reserves the right to erect scaffolding at the Property for the purpose of carrying out works at the Property or any other.

Alterations and Additions

- 5.11 Alterations, additions or installations to the Property must only be carried out with the Council's prior written permission and in accordance with the Tenant Improvement Policy.
- 5.12 You must not erect any shed, garage, greenhouse or similar structure without the Council's prior written permission.
- 5.13 You must not undertake any permanent decorative finish (such as wood cladding, render or tiling) to the interior or exterior of the Property without the Council's prior written permission.
- 5.14 You must not install any security system or CCTV without permission and you must comply with relevant legislation.

6. Nuisance and Anti-social behaviour

- 6.1 You must act reasonably and have consideration for your neighbours. We will not tolerate anti-social behaviour, harassment, or domestic abuse and we will take firm action to deal with those carrying out this unacceptable behaviour.
- 6.2 As a tenant you will be held responsible for any form of unacceptable behaviour carried out by you, your family, and any other people living at your home, and, friends or visitors to your home. You will also be held responsible if you incite, instruct, allow or encourage anyone to act for you.
- 6.3 You must make sure that you, your family, any other people living at your home, friends or visitors to your home do not:
- a) Cause, or behave in such a way as is likely to cause, harassment, alarm, distress, a nuisance, an annoyance, or disturbance to anyone within Bolsover District, including people in the locality of your Property and other tenants or residents, either directly or indirectly. This includes but is not limited to any direct or indirect communication by letter, telephone, text message, email or social media (such as Facebook or Twitter).
 - b) Cause or behave in such a way as is likely to cause harassment, alarm, distress, a nuisance, annoyance, or disturbance to anyone within Bolsover

District including people in the locality of your Property, because of colour, race, ethnic origin, sexuality, disability, health, age, religion, culture, immigration status, gender, or for any other reason.

- c) Engage in conduct which is detrimental to vulnerable individuals or groups of individuals including, but not limited to, the elderly, those with physical or mental health disabilities, or children.
- d) Be violent or abusive either physically or emotionally towards anyone else in the locality.
- e) Make threats, harass, be violent or abusive towards any Council employee, any contractor or anyone working on our behalf, any consultant or Councillor by any means either directly or indirectly, by letter, telephone, text message, email or social media (such as Facebook or Twitter) or any other electronic messaging service. This includes when you telephone or visit any Council office or office of Bolsover District Council, if you are visited at your home, or in any other situation.
- f) Use your home or neighbourhood for any activity which is unlawful including, but not limited to drug dealing, drug production, use of illegal drugs, storing stolen goods or contraband, benefit fraud, obtaining goods fraudulently, for sexual offences, or for the storage or keeping of illegal guns or other weapons. This clause applies irrespective of whether there is a prosecution and or conviction of a criminal offence.
- g) Engage in any form of domestic abuse, including but not limited to coercive or controlling behaviour, physical, sexual, financial or emotional abuse. Such behaviour is unacceptable and will not be tolerated regardless of gender or sexuality.

Drugs, knives and other serious incidents

- 64 Neither you nor anyone residing in or visiting your home may do any of the following when in your home or in the neighbourhood:
- a) possess, use, store, keep, or produce drugs
 - b) supply or offer to supply drugs to another person
 - c) possess drugs with the intention of supplying them to another person
 - d) possess, use, store, or keep knives or other weapons, other than for domestic use
 - e) possess knives, implements or other weapons with the intention of supplying them to another person, other than for domestic use.
- 65 We will always consider applying for possession of your home (which would end your tenancy) if there is a breach of any part of this condition, and/or if you or a person residing in or visiting your home:
- a) is convicted of an offence of carrying an article with a blade or a point or an offensive weapon in a public place without lawful authority or reasonable excuse in the locality of your home

- b) is convicted of an offence of unlawfully and intentionally threatening another person with an offensive weapon or bladed article in a public place in the locality of your home
 - c) is convicted of any firearms offence or imitation firearms offence
 - d) is convicted of an offence of perverting the course of justice
 - e) do not co-operate with the police without good cause, if you have evidence of drug, gun or knife crime
 - f) commit any offence relating to the Modern Slavery Act 2015
 - g) do not engage in any tenancy related support or referrals for support following any breaches of your tenancy agreement or attend any tenancy related support programmes following any breaches of your tenancy agreement
 - h) is responsible for triggering any of the conditions as set out in Section 84A Housing Act 1985, enabling possession to be sought (Absolute Ground for possession).
 - i) Possession proceedings will be issued using an appropriate legal route and in all cases, you should seek independent legal advice.
- 66 You must inform the Council if you have a firearms licence and are keeping a registered firearm at the Property.

7. Moving Home or Ending Your Tenancy

Assignment

- 7.1 Assignments may only take place in limited circumstances set out by law:
- a) By mutual exchange – providing you have obtained written permission from the Council prior to the mutual exchange, and the person with who you are exchanging has also obtained written permission from their landlord. If you do not have our written consent this is an unauthorised assignment. We may take court proceedings against you.
 - b) Under certain court orders made under family law or civil partnership law.
 - c) To a person entitled to succeed to the tenancy provided that you have obtained written permission from the Council which will not be unreasonably withheld.
- 72 You must provide reasons why you would like the assignment to take place. Each assignment will be considered on a case by case basis and must not be carried out until approval has been obtained.
- 73 Certain tenancy changes will also be considered for secure tenants, such as a new joint tenancy being created with a person that would be capable of succeeding to your tenancy. Each request will be considered on a case by case

basis.

Succession

- 7.4 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 their successor and there will be no further right to succeed because succession can only happen once.
- 7.5 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.

Giving Notice to end your tenancy

- 7.6 You must give the Council four full weeks' notice in writing to terminate this agreement.
- 7.7 You must return all keys to the Council on or before 10am on the date agreed by the Council that this Agreement ends.
- 7.8 You must give vacant possession of the Property.
- 7.9 Fixtures installed by the Tenant(s) with prior consent of the Council will become the Property of the Council. Unauthorised installations must be removed by the time this Agreement ends, a failure to do so will lead to the Council removing and recharging the Tenant in accordance with the Rechargeable Repairs Policy.
- 7.10 You 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.
- 7.11 You 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 in accordance with the Rechargeable Repairs Policy.
- 7.12 Should it be necessary for the Council to do any work at the Property for clearance, cleaning or repairs then the Council reserves the right to charge the Tenant in accordance with the Rechargeable Repairs Policy.

Termination by the Council

- 7.13 The Council reserves the right to seek to recover possession on the grounds set out in Schedule 2 of the Housing Act 1985 (as amended) for any breach of the tenancy after first giving the Tenant(s) Notice of its intention to apply to the Court for an order seeking possession of the Property.
- 7.14 The Council reserves the right to recover possession on the absolute ground for possession set out in section 84(A) Housing Act 1985 after giving the appropriate notice.

8. Notices

- 8.1 Notices to the tenant will be served at the Property address.
- 8.2 Notice to the Council should be served on Bolsover District Council by sending or delivering to Bolsover District Council, The Arc, High Street, Clowne, S43 4JY
- 8.3 Where notice is posted by first class post it will be deemed received 48 hours after posting.
- 8.4 Where notice is hand delivered to either address above before 4pm it will be received on that day.

9. Signature/declaration

9.1 By signing this tenancy agreement you confirm that you have read and understand the terms of this agreement. You are entering into a legal contract with the Council and agree to abide with the terms of the tenancy, and to accept that you are responsible for all breaches even if that were committed by someone else living with you, your children or visitors.

9.2 Tenants signature

Name of First or Sole Tenant	
Signature	
Date	

Name of Second and Joint Tenant	
Signature	
Date	

9.3 Signed on behalf of the Landlord, Bolsover District Council

Name of officer signing on behalf of Council	
Position	
Signature	
Date	

TO BE INSERTED – BOLSOVER COUNCIL PRIVACY STATEMENT

TO BE INSERTED – BOLSOVER COUNCIL EQUALITY POLICY STATEMENT