



Secure Tenancy Agreement

between
us (Melton Borough Council)
and
you (name of tenant or tenants) _____
for the property at:

(address of property)

If you have difficulty reading this agreement, please ask for a large-print copy. We can also supply copies in Braille. We may be able to help if you have other difficulties reading or understanding this booklet or any other housing leaflet or form.

Definitions

Emergency services	The police, the fire brigade and the ambulance service.
Exchange	To swap tenancies with another person.
Fixtures and fittings	All appliances and furnishings in the property, including installations for supplying or using gas, electric and water.
Flat	A home which forms part of a building.
Garden	Lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.
Improvement	Any alteration or addition to the property.
Local areas	The whole of the estate the property is on including privately owned or housing association properties and all other council estates within the Melton Borough Council area.
Lodger	A person who pays you money to let them live in the property with you.
Maisonette	A flat with more than one floor.
Neighbours	Your neighbours include everyone living in the local area, including people who own their own homes, and housing association tenants.

Partner	A husband, wife, or someone who lives with you as husband, wife or civil partner.
Property	The property you live in, including any garden, but not including any shared areas.
Relative	Parents, children, grandparents, brothers, sisters, uncles, aunties, nephews, nieces, step-relatives and adopted children.
Secure tenant	Secure tenants have a right to stay in the property and cannot be removed unless a court grants an 'order of possession'.
Shared areas	The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.
Sublet	Giving another person the right to live in part of the property.
Vehicle	A car, bus, lorry, motorbike, bike, boat and so on.
We, us, our	Melton Borough Council.
Written permission	A letter from us giving you permission to do certain things.
You	The tenant, and in the case of joint tenants, any one or all of the joint tenants.

Secure tenancy agreement

Please read this agreement carefully before signing it. If there is anything you do not understand you should contact your Estates Officer. By signing this agreement you are agreeing to become our tenant and the conditions of this agreement will become legally binding on you as a tenant and us as a landlord. If you do not understand anything in this agreement you may want to get independent advice from a solicitor or a citizens advice bureau before you sign.

About your tenancy agreement

This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply:

- You break any conditions of this agreement.
- We had built or adapted the property for a physically disabled person, and you no longer need that type of home, and we need the property for someone else who is physically disabled.
- We need to demolish, rebuild or carry out major repairs to your property which we cannot do unless you move out. In these cases we will provide you with suitable alternative accommodation.
- You stop using the property as your main home.
- Any other reason stated in the Housing Acts of 1985 and 1996 or any future law.

Your rights

1. Right to live in the property

This agreement gives you the right to live in the property This will continue as long as you do not breach the terms of this agreement. Should you breach any term of this agreement we may seek a court order to recover possession of the property.

2. Right to live without interference

You can live in the property without interference from us, this is called 'quiet enjoyment'.

3. Right to repair

You have a right to have your property kept in good repair. Repairs will normally be carried out by us or our contractors. You also have the right to compensation in certain circumstances if repairs are not carried out within a reasonable time or to a reasonable standard. (See your tenants' handbook.)

4. Improvements

You have the right, as long as you get written permission from us, to carry out improvements. You should get written permission from us before starting the work. You may also need planning permission or building regulation approval, which you should get before starting work. Specialist work such as electrical work or work affecting gas appliances must be done by fully qualified engineers.

5. Succession (the right to pass on your home)

When you die, your tenancy may pass to your husband, wife or partner if they lived with you in the property at the time of your death. This is called 'succession'. If you do not have a husband, wife or partner, or if you do not want your tenancy to pass onto them, it can pass to a relative, if they had been living with you continuously for the 12 months before your death. Relatives include parents, children, grandparents, grandchildren, brothers, sisters, aunts, uncles, nephews, nieces, step-relatives and adopted children. If your tenancy passes to a relative when you die and the property is larger than your relative needs, or of a certain type, we may move them to another suitable property. If the property passes to your partner when you die, we will try not to move them out if they want to stay in the property.

Under section 87 of the Housing Act 1985, there can only be one succession of a secure tenancy, so if the current tenant is already a successor there can be no further succession.

6. Consultation

You have the right for us to consult you and keep you fully informed about any proposals for changes in your conditions of tenancy or any changes in housing management which are likely to affect you and your household. We can alter your rent or service charges without consulting you, but we will give you at least four weeks' notice of any change.

7. Information

You have the right to see information we hold about you in line with the rights set out in the Data Protection Act 1998.

8. Complaints

You have the right to have your complaints investigated under the terms of our complaints procedure.

9. Satellite dishes and aerials

You may be able to fix a satellite dish, mast or aerial to your home as long as you meet certain conditions and have written consent from us first. Such consent will not be unreasonably withheld or delayed. You may need planning permission and you may have to pay any costs associated with this work.

10. Right to buy

In certain circumstances you have the right to buy your home. To be eligible to buy your home you have to be a secure tenant of a right-to-buy landlord. If your secure tenancy started before 18 January 2005 or you were a Council or Housing Association tenant before 18 January 2005 (and have been continuously since that time) you have the right to buy. For anyone else, you do not have the right to buy until you have spent at least five years as a council or housing association tenant.

11. Exchange

Most secure tenants have the right to exchange their home with another council tenant, a housing association tenant or a tenant from another council. You must get our written consent first and we may refuse an exchange if you or the person you want to exchange with do not meet certain conditions.

12. Transfers

You have a right to apply for a transfer to another property as long as you have kept to the Conditions of your tenancy. We will prioritise applications in line with our current policy.

13. Lodgers

You have the right to take in lodgers if this does not make the property overcrowded. We will tell you the maximum number of people who can stay in the property before it becomes overcrowded. You must tell us the names of everyone living in the property and tell us if anyone moves in or out.

14. Subletting

You have the right to share possession of the whole or any part of your home, but you must not do so without obtaining permission from us first.

15. Ending your tenancy: notice period

You have the right to end your tenancy by giving us four weeks' notice in writing. Your notice must end on a Monday. You must return all keys to the property to us by 12 noon on the date your notice ends.

16. Amendments

We as your landlord have the right to introduce and make reasonable changes to any terms and conditions attached to this agreement.

Your responsibilities

17. False information

You must give accurate information when applying for a tenancy. We can seek possession of the property if you (or another person on your behalf) gave false information to get the tenancy.

18. Use of the property

You must make the property your only (or main) home. You must not use the property, or allow it to be used, for purposes other than a home (for example, by running a business from it) without getting written consent from us beforehand.

19. Unoccupied property

If you leave the property unoccupied for some time,. If you are going to leave the property unoccupied for more than four weeks you tell us in writing and tell us when you are going away and when you will return.

You must not leave the property unoccupied for more than 28 days without providing the landlord with reasonable notice. You also agree, if there are valid reasons to do so, to allow the landlord access during such a period to keep the property secured or to conduct repairs in the case of emergency.

20. Rent and other charges

Your rent is due weekly in advance (for the week to come) on a Monday. You must pay your weekly rent and other charges for the property in full. If you want to pay at longer intervals (for example, every two weeks or every month) you can do so, in advance, as long as you have our written permission. If we tell you we are going to increase or reduce your rent, you can choose to end your tenancy on the day before the rent change takes place. Or, you can stay our tenant on the same terms and conditions that previously applied but at the new rent. If you are still living in the property after the day the rent changes, we will consider that you have decided to stay as our tenant.

21.Repairs

You should read your tenants' handbook to understand how to care for your property and your responsibility to use the property in a Tenant-like Manner.

You agree to promptly notify us of any defects to the property (whether or not caused by the act default or neglect of the tenant) of which you become aware.

You agree to make good all damage and breakages to the property and its contents that may occur during the term, that are the responsibility of the tenant (with the exception of fair wear and tear and accidental damage by fire)

Subject to fair wear and tear, you agree to leave the property in the same condition as when you took possession.

22. Photovoltaic (PV) solar panels

You or your visitors should not interfere with the PV System or cause damage to it or to any part of the home that is connected to it, You will be liable for repair costs if the fault on PV System is a result of your interference with the system

You should request permission before carrying out any improvements, alterations or additions close to or next to the PV system. You agree to promptly notify us of any defects to the PV system of which you become aware.

23. Access

You agree to allow our officers or contractors or those authorised by us, upon giving at least 24 hours notice in writing (except in an emergency) to enter the property at all reasonable times for the purpose of inspection and repair or other work as is necessary including servicing any gas appliance.

24. Overcrowding

You must not allow the property to become overcrowded. Your home will be overcrowded when the number of people sleeping in it is more than the number allowed by law.

25. Antisocial behaviour

We will take immediate steps to seek possession of the property if you or any other member of your household or visitor to your home is involved in any of the following:

- (a) Selling or otherwise distributing or storing, on any council property, illegal or other controlled substances.
- (b) Keeping an illegal weapon on the property or threatening anyone with an offensive weapon.
- (c) Using the property for any criminal, immoral or illegal purpose, including storing, selling or handling stolen, offensive or illegal goods.

(d) Drawing graffiti on or otherwise damaging public property.

(e) to use the premises or allow others to use the premises in a way which causes a nuisance, annoyance or damage to neighbouring, adjoining or adjacent property; or to the owners or occupiers of them. This includes any nuisance caused by noise.

26. Caring for and controlling children

You must control all children and young people in your household or in your care and not allow them to behave in a way which causes a nuisance. Also, you must not allow any of them to play ball games in areas where this is not allowed.

27. Domestic violence

We may seek possession of the property if you use or threaten violence towards anyone living in or visiting the property.

28. Our employees and contractors

You agree to ensure that neither you nor members of your household, or anyone living in or visiting your home, abuses, threatens or assaults our employees or contractors attending the property with a valid reason.

29. Pets and animals

If you have your own garden and you do not share an access or hallway, we will allow you to keep certain types of small domestic pets. A domestic pet means a cat, dog, small caged bird, rodent, rabbit, non-venomous insect, small non-venomous reptile, or fish in a tank. We will not allow you to keep any other type of animal. If you do not have your own garden or if you share an access we will only allow you to keep fish, unless you have written permission from us beforehand to keep any other pet. We may restrict the number of animals you may keep or request you to remove them altogether if you fail to comply with this clause. We may seek possession of the property if you fail to comply with such reasonable requests.

You agree not to allow any of your pets to cause nuisance, annoyance or damage to neighbouring, adjoining or adjacent property; or to the owners or occupiers of them. This includes any nuisance caused by noise.. You must clean up after your pet in your property or garden.

30. Caring for your property

You agree to maintain the inside of your home and keep it clean and in good decorative order. You agree to keep all shared entrances, halls, stairways and landings free from rubbish and personal belongings.

You agree to ensure that items which cannot be collected with your rubbish (for example, unwanted furniture) are disposed of in the correct way.

You agree to ensure that all rooms in the property are properly ventilated. You agree to take all reasonable precautions to prevent damage occurring to any pipes or other

installations to the property that may be caused by frost, provided the pipes and other installations are kept adequately insulated by the landlord.

31. Health and safety

You must not keep any dangerous or inflammable goods materials or substances in or on the premises apart from those required for general household use. Portable gas, oil or paraffin heaters are not permitted.

32. Gardens and outbuildings

You are responsible for keeping your garden in good order, including trees, shrubs, hedges, lawns and flower boxes where provided. Garden soil must be kept 150mm below the damp course at all times. You agree to maintain your garden and to cut the grass regularly in the growing season and to weed the borders.

33. Parking

You, members of your household, or any visitors must not park any motor vehicle or caravan on your property unless you have a properly built pavement- crossing and hardstanding or a drive. You must obtain written approval before you do any work. We may ask you to remove any vehicle or caravan causing a nuisance or annoyance to neighbours. You must make sure that anyone living in or visiting your property considers others when parking their vehicles or caravans and does not cause an obstruction or nuisance.

34. Ending your tenancy

You must give four weeks' notice in writing if you want to end your tenancy. You must still pay rent during the period of your notice, unless you have agreed otherwise with us, all tenancies end on a Sunday. You must hand your keys in to the Customer Service team no later than 12 noon on the day after the end of the tenancy. You must leave the property clean and tidy and in a reasonable state of decoration and repair and leave all fixtures and fittings as they were when you moved in,. If you leave do not leave the property this way, we may charge you for the cost of cleaning the property to return it to a reasonable state.

You must remove all of your furniture and personal belongings. You will be liable for the cost if we have to organise removal of property and/or rubbish that remains after your tenancy has ended.

You agree to return the keys of the property at the end of your tenancy. The tenant also agrees to pay for any reasonable charges incurred by the agent in securing the property against re-entry where keys are not returned

You must allow our officers and anyone else we authorise access to your property to carry out a 'pre-termination' visit (the visit we carry out when you end your tenancy) providing we have given you 24 hours notice.

You agree, having been given at least 24 hours notice, to allow the landlord, or any person acting on behalf of the landlord, access to view the property, during normal working hours, accompanying a prospective tenant or purchaser of the property.

35. Written permission

You must get our written permission before you do any of the following:

- a) Let people who you did not tell us about in your housing application to stay at your property for more than four weeks;
- b) Carry out alterations to the property;
- c) Put a greenhouse or shed in the garden;
- d) Put a garage on the property;
- e) Fit a CB aerial or satellite dish;
- f) Build a parking space or drive;
- g) Remove, alter or replace any walls or fences;
- h) Sublet any part or whole of the property;
- i) Exchange or transfer your home;
- j) Keep unsuitable animals, more than one dog and cat and livestock;
- k) Build a pigeon cove or aviary;
- l) Decorate the outside of your house;
- m) Run a business from your home.

To apply for written permission please write to us at <give address here>. Even if we give our written permission, you may still need planning permission and building regulation approval. We may withdraw our permission if you cause a nuisance. We have to give permission not only to protect the property but to make sure that any work done could not injure you and your family.

Our rights and responsibilities

36. Ending your tenancy

We will only try to end your tenancy after serving you with notice and issuing court proceedings for breaking the terms of this agreement or where we are otherwise allowed to by law. If you lose your tenancy through your own fault or neglect, we will consider you to be intentionally homeless and may refuse to offer you another tenancy. We may also want possession of your home for other reasons, such as to demolish, rebuild or refurbish it. In these circumstances, which are laid down in law, we will provide you with suitable alternative accommodation.

37. Repairs

We are responsible for repairs to the structure and outside of the property, the main services within the boundary of the property and landlord's fixtures and fittings. We will maintain any Solar Panels fitted to the property. Our employees and anyone authorised by us have the right to fix or place cables, pipes, brackets and other equipment on, over, across or under the premises and to inspect and maintain them.

We will make reasonable arrangements for access and in any event will give a minimum of 24 hours notice. However in an emergency we may enter the property without giving notice where it is necessary. We will only pay the cost of those repairs which are the result of fair wear and tear. Any other repairs will be your responsibility, including any damage caused by a member of your household or a visitor. We may charge you, in line with council policy, for any further work that is necessary.

38. Consultation

We will consult you and the Tenants Forum Executive Committee (TFEC) on matters which affect your tenancy or home and local area and will take your wishes into account when making a decision.

39. Equal opportunities

We will make sure that all the services we provide, or which are provided on our behalf, are available to everyone equally and we will treat everyone who uses our services with respect, in line with council policy.

40. Complaints

We will follow our complaints procedure to investigate all complaints we receive.

41. Written notices

We will deliver all letters and written notices to you by hand or by leaving them at or posting them to your last known address (we will consider your last known address to be the property this agreement is for unless you have moved). We will assume that you have received all letters and notices within 72 hours if we posted them or within 24 hours if we delivered them by hand.

Melton Borough Council

Tenancy agreement

Please ask for

Date

Dear

On behalf of Melton Borough Council, I have pleasure in offering you the tenancy of:

Address

The property is a:

Rent	:	£ 0.00
Water rates	:	£ 0.00
Additional Charges	:	£ 0.00
Total weekly rent	:	£ 0.00

If you want to accept this offer, your tenancy will start on **DATE** . You must pay the rent from this date.

Important: Please fill in and sign this tenancy agreement to either accept or refuse the tenancy and return this form to the Council Offices within three days.

Form of acceptance or refusal (do not tear this off)

Your full name (in block capitals)

.....
.....

Your partner's full name (in block capitals) (see note (d) on the attached sheet)

.....
.....

Your current address

.....
.....

I accept the above offer of a tenancy and have read, understood and agree to keep to the conditions of tenancy printed over the page

I do not want to accept the offer of tenancy for the following reason or reasons

.....
.....

I have received the enclosed Housing Benefit form.

Signed:

(All people applying for the tenancy must sign)

Date