

### CONDITIONS OF TENANCY

The Conditions of Tenancy set out below refer to the duties and obligations of both the Borough Council and its tenants.

1. **The tenancy**  
The tenancy is a "secure tenancy" within the terms of the Housing Act 1985 (as amended).
2. **Period of tenancy**  
The tenancy shall be a weekly one running from Monday to Monday.
3. **Termination of tenancy (bringing the tenancy to an end)**
  - a) **By the tenant**  
Any tenant wishing to terminate their tenancy must give a minimum of 4 weeks' notice in writing expiring on a Monday. All keys to the property must be returned to the Community Services Department by 12 noon on the expiry date.
  - b) **By the Council**  
The tenancy can only be terminated by the Borough Council obtaining a Possession Order through the County Court under the Housing Act 1985 (as amended). All notices will be issued at the tenants last known address.
  - c) **Abandonment**  
If the premises are left empty or otherwise appear to the Council to have been abandoned, the Council's officers will within a reasonable time change the locks and otherwise secure the premises. Rent under the tenancy will continue to be due up to and until the Monday following the date the locks are changed.
4. **Increase of Rent**  
If the Council shall notify the tenant that the rent is to be increased or decreased, the tenant shall have the option of terminating the tenancy on the day before such increase or decrease takes effect or of remaining a tenant subject to the same terms and conditions as previously existing but at the increased or decreased rent (as the case may be). If the tenant shall remain in possession after the day on which any such increase or decrease takes effect, he shall be deemed to have elected to remain a tenant as aforesaid.
5. **Tenant's obligations**
  - a) **The rent**  
The rent is due weekly in advance on Monday of each week. It is the tenant's responsibility to ensure that the rent is paid on time.
  - b) **Other payments**  
Water rates, sewerage charges and any other annual or periodic charges payable in respect of the premises are the responsibility of the tenant and payable by the tenant. Payment of the Council Tax is the responsibility of the tenant.
  - c) **Occupation**
    - 1) Tenants must keep the premises (including any communal areas) in a clean condition and in reasonable decorative order and have all chimneys in use swept at least once in every year. Failure to do so could lead to the work being carried out by Melton Borough Council and a rechargeable account being forwarded to the tenant for payment.
    - 2) Tenants must give the Council's agents and workmen all reasonable facilities for entering the premises to inspect or carry out repairs on the premises and/or adjoining premises.
    - 3) **Tenants must give reasonable access to the agents and workmen of the gas, water and electricity supply authorities to inspect or carry out repairs on the premises and/or adjoining premises.**
    - 4) Tenants shall not alter, tamper or interfere with any meters, fixtures or fittings without consent of the appropriate statutory authority and the Head of Social & Economic Development.
  - d) **Nuisance**  
Tenants must not:-
    - 1) engage in or threaten to engage in conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality..
    - 2) use or threaten to use the premises for immoral or illegal purposes, or
    - 3) allow any sub-tenant or lodger of his or any other person residing (whether temporary or otherwise) on the premises or visiting them to act as mentioned in paragraph 1) or 2).
  - e) **Repairs**  
Tenants are responsible for the following repairs: -
    - 1) All internal decorating.
    - 2) External door keys, handles and letter box.
    - 3) Floor tiles.
    - 4) Internal doors and cupboard handles and catches.
    - 5) Minor plaster repairs.
    - 6) Waste plugs and chains to sinks, wash-hand basins and baths.
    - 7) Blocked sinks, wash-hand basins and baths.
    - 8) W.C. seats.
    - 9) Wall, sill and fireplace tiles.
    - 10) Line posts.
    - 11) Draught proofing of doors and windows.
    - 12) Renewal or refixing of coat hooks.

13) Ensure that any boiler range is supplied with water before firing and an adequate supply maintained thereafter. In addition, if any repair which is the Council's responsibility has to be carried out through the fault of, or misuse by, the tenant, then the tenant will be held responsible for the cost of the work. On termination of the tenancy, tenants must leave the premises in a reasonable decorative condition and state of repair. Failure to do so will again lead to the tenant being recharged for the cost of putting the premises in to such a state and condition.

f) **Gardens**

Tenants are responsible for cultivating and maintaining the garden in good order, including trees, shrubs, hedges, lawns and flower boxes where provided. Garden soil must also be kept 150 mm below the damp course at all times. Failure to do so could lead to the work being carried out by Melton Borough Council and a rechargeable account being forwarded to the tenant for payment.

g) **Pets**

Keeping of any pets in maisonettes or flats above ground floor level or in any warden assisted accommodation (except bungalows) is restricted to caged birds, tropical fish and small caged rodents. The keeping of animals in other types of accommodation, including warden assisted bungalows, is subject to the written consent of the Council, provided that this condition shall not apply to a dog and/or a cat.

h) **Improvements/Alterations**

Tenants shall not, without the previous written consent of the Director of Community Services Department, carry out any of the following: -

1) Affix to or exhibit on the premises any notice, name plate or trade advertisement, nor use the premises for any trade or business, outwork or professional purpose.

2) Carry out any alterations/improvements to the premises, including the provision of a vehicular access or hardstanding, or erect any structures on the garden or in the premises.

3) Cut down or remove any trees, shrubs and hedges, etc.

4) Install or permit to be installed any type of aerial or satellite dish or make any attachment to the premises in connection therewith.

i) **Sub-letting and lodgers**

1) Tenants must not assign the tenancy except in so far as permitted by law.

2) Tenants must not sub-let or part with possession of all or any part of the premises without the prior written consent of the Council.

j) **Parking of vehicles**

1) Tenants shall not use their gardens or pathways for the parking of vehicles. Driveways should only be used for the parking of private cars and light vans. The parking of commercial vehicles, caravans, trailers and boats, etc, will be considered upon written application to the Director of Community Services Department.

2) Tenants shall not use Council housing estate parking areas for the parking of vehicles other than for taxed private cars and light vans. The parking of commercial vehicles, caravans, trailers and boats, etc, is not permitted.

k) **Smoke detectors**

1) Where, under the provisions of the current Building Regulations, the Council has provided and installed battery operated smoke detectors, it shall be the responsibility of the tenant to regularly check that the detector is operating correctly and at all times to ensure that the detector has installed in it the correct batteries and to replace these as necessary.

2) The Council shall not be responsible for the consequences of the tenant failing to provide, install and renew the batteries or failing to report any malfunction of the detector.

6. **The Borough Council's obligations**

The Borough Council will give the tenant possession of the premises at the start of the tenancy and will not interrupt or interfere with the tenant's peaceful occupation of the dwelling except where: -

1) Access is required to inspect or carry out repairs on the premises and/or adjoining premises.

2) The tenant is in breach of his/her conditions of tenancy.

3) The County Court has given the Borough Council possession of the premises by ending the tenancy.