



Melton
Borough
Council

Your Tenancy Agreement

Introductory / Secure Tenancy



Working Together

Important information about your tenancy agreement

Please read the following information carefully.

This tenancy agreement is a legal document.

By signing it you are agreeing to become a tenant of Melton Borough Council and are entering into a legally binding contract with us.

It is very important that you read this tenancy agreement and the conditions of the tenancy carefully before you sign it.

The agreement sets out the rights and responsibilities that you have as our tenant and that we have as your landlord.

You should keep this agreement in a safe place and refer to it if you have any questions about your tenancy. If there is anything you do not understand, please ask us to explain it to you, alternatively, you can contact Citizens Advice, a solicitor, a housing advice centre or law centre for independent advice.

Your Tenancy

If your tenancy is an Introductory Tenancy, provided that you pay your rent and keep to all of the terms of this tenancy agreement, your tenancy will become a Secure Tenancy Agreement on the date provided below. The main differences between an Introductory Tenancy Agreement and a Secure Tenancy Agreement can be found on page 5.

Rent

Your first payment of rent and other charges is due on the Monday after you move in to the property and then weekly every following Monday. Unless we agree otherwise with you, you will need to make your payments by Direct Debit.

Money you owe from previous Tenancies

You owe Melton Borough Council rent arrears of:	£	
and / or Court costs of:	£	
and / or rechargeable repairs of:	£	
for which you remain liable in regard of your previous Tenancy (Address):		
In signing this Tenancy agreement, you agree that it is a condition of your Tenancy that you will repay this money owed at the rate of:	£	Per week
Failure to repay the weekly amount will place you in breach of this Tenancy agreement.		

Section 1 - Your Tenancy

1.1 Your Introductory / Secure Tenancy Agreement is made between Melton Borough Council and you the Tenant(s).

Tenancy Type	Introductory Tenancy	Secure Tenancy
Date on which Tenancy becomes Secure (if applicable)		
Tenancy Start Date		
Date first Rent payment due		
Property Address		
Property Type:		
Name and Date of Birth of Tenant 1:		
Contact Number:		
Email:		
Name and Date of Birth of Tenant 2:		
Contact Number:		
Email:		
Your Rent:		
Rent:	£	
Service Charges:	£	
Communal Clean	£	
Grounds Maintenance	£	
Health and Safety	£	
Other property related charges	£	
Heating	£	
Electricity	£	
Water	£	
Aerial	£	
Support Charges	£	
Total Payable	£	
Total number of people allowed to live in the property		
Name(s) and Date(s) of Birth of other people living at the property		
Pets that we have agreed you can keep in the property (Type & number)		

In signing this Tenancy Agreement you agree that:

- a) You have not given us any false or misleading information, if we find that you have given us false or misleading information we will ask the Court to make an order for possession and you may lose your home. You could also be prosecuted for a criminal offence.
- b) You will live in the property as your only or main home and will not sub-let the whole of the Property
- c) You will let us know if people move into or out of the property (you do not need to tell us about the number of children occupying the property unless this means that the total number of people allowed to live in the property is more than that set out above).
- d) Melton Borough Council may share information about you and your Tenancy with other Council departments and agencies including the Police or other Emergency Services, Utility Providers (including gas, water and electricity providers) and Government departments, agency or public bodies, contractors, housing providers, the Ombudsman's and local authorities.

In addition, you must comply with all of these terms and conditions, in particular:

- a) pay the rent and any other tenancy charges weekly on every Monday by direct debit (unless another method of payment is agreed between you and us). See Section 4
- b) not cause, or allow members of your household to cause a nuisance or annoyance to anyone in the locality of your property. See Section 5
- c) allow the Council's officers or contractors to enter the property, including any garden, to carry out repairs and inspections (including gas safety and electrical inspections) or in the case of an emergency and if you do not allow access to your Property we will take legal action and ask the Court to order that you pay the costs of us doing so. See Section 6
- d) obtain our permission to keep cats or dogs at the property and that there are some animals that you cannot keep. You may be able to keep some small animals or fish without asking our permission. See Section 10
- e) ask our permission before transferring your property to anyone including an exchange of tenancies with any other Council or Housing Association tenant. You cannot exchange your tenancy when your Tenancy is an Introductory Tenancy. See Section 15
- f) carry out certain repairs to the property. See Section 7
- g) ask our permission before carrying out any home improvements or other work to the property. See Section 12

Signature of Tenant 1:	
Signature of Tenant 2:	
Date:	
Signature of Council Officer:	
Date:	

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Section 3 - Introductory / Secure Tenancy Key Information

3.1 What is an Introductory tenancy?

3.1.1 An introductory tenancy is a weekly periodic tenancy until the successful completion of the introductory period, or until a possession order is enforced. Your introductory tenancy is a trial period designed to enable you to show us that you can manage a tenancy. To do this you must:

- a) Pay your rent on time
- b) Look after the property
- c) Not behave anti-socially, cause a nuisance or harass other people
- d) Comply with all other terms and conditions of this tenancy that are applicable to introductory tenancies.

3.1.2 As an introductory tenant you can be evicted much more easily than a secure tenant if you do not comply with the terms and conditions of your tenancy.

3.1.3 Provided you continue to occupy the property as your only or principal home, you will be an introductory tenant until you have completed a trial period of at least one year, from the date this tenancy starts. The Council has the option of extending your introductory tenancy by an additional six months if you have not kept to the terms and conditions of the tenancy.

3.1.4 Before taking action to extend your introductory tenancy or evict you the Council must advise you of its intention to do so and the reasons why and you have the right to request a review of the decision.

3.2 What is a Secure tenancy?

3.2.1 You have the right to stay in your home for as long as you want and as long as it remains your only or principal home unless you break one of the conditions of your tenancy or there are other legal reasons for us to apply to the court to evict you. For example:

- a) Because you do not pay your rent, or do not pay it on time
- b) You or your household or visitors cause a nuisance or behave anti-socially
- c) You do not look after the property
- d) You do not comply with the terms and conditions set out in this agreement and applicable to secure tenancies

3.3 Insuring the contents of your home

3.3.1 The building, including any fixtures and fittings that we have provided are our responsibility unless otherwise specified. We are not responsible for insuring your furnishings and personal possessions, including the contents of fridges, freezers and washing machines. We advise you to have contents insurance cover or enough money to cover any losses, repairs or the costs of replacing any items that you are responsible for, but this is not a condition of your tenancy.

3.4 Your rights as a tenant

3.4.1 As a tenant you have certain rights and some of these are set by law. Depending on your own circumstances, you have the following rights:

- a) You can pass on your tenancy when you die to your husband, wife, civil partner or other partner. This is called succession. There are other conditions and circumstances that apply; these are detailed in Section 11 “Succession” of this agreement.
- b) You can assign your tenancy to someone who would be entitled to succeed upon your death.
- c) You can expect us to carry out qualifying repairs, within a set time. If we do not do this, you can ask us to get another contractor to do it. If this second contractor fails to complete the work, you are entitled to compensation from us.
- d) You can see your housing records. The General Data Protection Regulations 2018 gives you certain rights to see your housing personal file so that you can check that the information and details we hold about you are correct. You can find more information in paragraphs 7 and 8 of this section.
- e) You can expect us to consult you if we plan to change the way we manage your home and you can give us your views. This does not apply when we increase your rent.
- f) You can take over the management of your home through a tenants’ organisation and run services that we would normally be responsible for.
- g) If you are a secure tenant you can exchange your home with another tenant provided they are the tenant of a Local Authority or Housing Association.

3.5 Joint tenants

3.5.1 If you are a joint tenant, you have the same rights and responsibilities as the other joint tenant. You cannot split those rights and responsibilities. If one of you breaks the tenancy agreement, we can hold both tenants responsible. While your name is on the tenancy agreement, you are responsible for all the tenancy conditions, including paying the rent, even if you no longer live at that address.

3.5.2 If one joint tenant gives notice in writing to end the tenancy, it ends the whole tenancy for all of you, even if it was given without the knowledge or consent of the other joint tenant.

3.5.3 If you are a joint tenant and your relationship ends, we will only be able to remove one of you from the tenancy if the court orders that the tenancy of your home has to be transferred as part of a property settlement. In some circumstances, we may agree to a new sole tenancy if the joint tenancy is ended properly.

3.6 Ending your tenancy using a Court order

3.6.1 If you break any of the conditions of this agreement, we can take legal action and this may result in you having to give up your home. We can only take back your home if we get a possession order from the court. We will also aim to recover the cost of taking this legal action from you.

3.6.2 The circumstances in which we may ask the Court to make a possession order against you include if:

- a) You fail to pay your rent
- b) You fail to keep to the terms and conditions of your tenancy agreement.
- c) You fail to look after the property
- d) You or your household or visitors behave anti-socially
- e) You are not using the property as your only or main home

3.6.3 There are also situations when we may have to ask the Court to make a possession order, even if you are keeping to the tenancy agreement. These include if:

- a) We need to move you to redevelop your home and you refuse to move
- b) Major repairs to your home are needed and you refuse to move out so that we can do the repairs
- c) The tenancy has been passed on to you after a relative has died and we have to move you to smaller accommodation.

3.7 Notices from us

3.7.1 All letters and notices from us to you (including Notices to Quit and notices in connection with possession proceedings) will be deemed to have been validly served by us on you if they are: handed to you or someone else at the property, left at the property, sent by post to the property, or sent by post to your last known address. We can choose which method of service to use.

3.8 Notices from you

3.8.1 The address to serve notices on us is: Melton Borough Council, Parkside, Station Approach, Burton Street, Melton Mowbray, Leicestershire LE13 1GH

3.8.2 We will accept a notice from you by post or hand delivery to our office.

3.9 Changes in the law

3.9.1 In this tenancy agreement, whenever we refer to an Act of Parliament, it refers to any later amendments to or replacements of that act.

3.10 Rights of other people

3.10.1 You and we agree that, save for the clauses that set out the grounds for succession and those clauses relating to transferring the tenancy, the provisions of the Contracts (Rights of Third Parties) Act 1999 will not apply to this agreement. This means that, apart from the clauses named above, this agreement cannot be enforced by anyone except us, you or your authorised representatives.

Section 4 - Your rent, other charges and outgoings

4.1 Rent

- 4.1.1 You must pay the rent and all other charges for the property on time as you have agreed. Rent and other charges should be paid by direct debit unless you have agreed with us in writing that you may make payments by another method.
- 4.1.2 Your rent is due each Monday for the week ahead. Provided you have made sufficient payments to ensure your account does not go into arrears you can pay rent every two weeks or every month, or we may agree a different timescale with you.
- 4.1.3 If you are a joint tenant, you are each or all responsible for paying all the rent and all other charges for the property when they are due. We can recover all rent arrears (missed rent payments) and any other charges for your home from any one joint tenant.

4.2 Changes to the rent

- 4.2.1 We may change your rent at any time but will usually do so in April each year. We will give you at least four weeks' notice in writing if we change the rent.
- 4.2.2 If you receive help with your rent and your circumstances change, you must contact the relevant agency immediately as these changes may affect your entitlement to benefit and, as a result, the amount of rent you have to pay.

4.3 Paying off rent arrears

- 4.3.1 If you do not pay your rent and any missed rent payments (arrears), we have the right to take court action to get possession of your property. This may result in you losing your home. We will charge you for the costs of taking you to court.
- 4.3.2 Before your tenancy ends, you must immediately pay us any rent, charges or costs that you owe. If you owe us money, we can take this from any money that we owe you. This includes if we pay you too much Housing Benefit.
- 4.3.3 If you have previously been our tenant and there is a debt outstanding from your previous tenancy, you must pay this debt by making payments as agreed with your housing officer. Any debt that you owe from a previous tenancy is set out on page 1 of this tenancy agreement together with the weekly amount that you have agreed to pay. If you fail to make payments, as agreed, towards your former tenancy arrears, it shall be a breach of this agreement and we have the right to take court action to get possession of your home.

4.4 Service charges

- 4.4.1 We have the right to change any of the services we provide and the charges we make for these services. We can add to the services, reduce what we provide, remove them or change them. We will only do this after we have written to tell you about our proposed changes and allowed a period of time for you to give us your views. We will then take your comments into account and give you four weeks' notice of any changes.
- 4.4.2 We may also increase your service charge at the same time as we change the rent by giving you at least four weeks' notice in writing.

4.5 Outgoings

4.5.1 You are responsible for paying direct to the supplier, other organisation, or authority all the charges that apply to your home. This includes charges for gas, electricity, water, telephone, internet and your TV licence.

4.5.2 If we have arranged to collect the charge for these organisations, we will add this amount to your rent account and you will need to pay us the charge instead.

4.6 Housing Related Support Charge

4.6.1 We may make a Support Charge if you:

- a) are a tenant of Older Persons housing
- b) are connected to an alarm service
- c) receive other support services that help you stay in your home.

4.6.2 If we make a Support Charge, the services may include providing general advice and support on:

- a) maintaining the security of your home
- b) maintaining the safety of your home
- c) your standard of behaviour
- d) keeping your home in an appropriate condition
- e) giving up the tenancy at the appropriate time
- f) keeping in contact with others to make sure you are OK
- g) other support services (but not personal care, such as helping you dress).

4.6.3 You must accept the level of support services we provide. If you fail to engage with the support we offer or fail to pay towards those services, it will be a breach of this agreement and we have the right to take court action to enforce this agreement or get possession of your home. We will charge you the costs of taking you to court.

4.6.4 We may ask you to sign a separate support agreement, in addition to this tenancy agreement

4.7 Changes to the Support charge

4.7.1 We may change the support charges at any time by giving you at least four weeks' notice in writing. We will usually do this when we increase your rent each year.

4.8 Charging you for Legal Costs

4.8.1 We will recover legal costs where we are permitted by law to do so and where reasonable.

4.8.2 If we want to recover our legal costs because of legal action we are taking against you, this means that we will ask the Court for reasonable costs. The Court will decide if you should pay the costs and if so, the amount.

Section 5 Nuisance and anti-social behaviour

5.1 General

5.1.1 We will not accept any nuisance or anti-social behaviour and will take firm action to tackle this. We have a number of tools available to us to tackle nuisance and anti-social behaviour and we will use whatever tool we consider reasonable and proportionate in the circumstances

5.2 Your Responsibilities

5.2.1 You are responsible for the behaviour of **all** people who live in or visit your home (anyone in your household). You are responsible for their behaviour in the property, on surrounding land and in shared areas. You, anyone living with you and anyone visiting the property must not behave, or encourage others to behave, in an anti-social way towards anyone else in the house, or anyone living in or lawfully visiting the locality or our offices. Unacceptable behaviour includes the following:

- a) anything that causes or is likely to cause a nuisance, harassment, alarm or distress
- b) anything that interferes with the peace, comfort, or wellbeing of other people
- c) anything that interferes with security or safety equipment in flats, shared blocks of flats or maisonettes, or sheltered schemes
- d) carrying out domestic abuse or threatening violence against any other person, or allowing this to happen
- e) harassing, intimidating or using mental, emotional, physical, racist, homophobic or sexual abuse to make anyone who lives with you leave the property
- f) using the property, the locality of the property or any shared areas for any illegal purposes
- g) harassing, acting in an abusive, offensive or threatening manner in the locality, or to Council officers, elected members, contractors or other agents.

5.2.2 If you are evicted because of anti-social behaviour, we may **not** have a duty to rehouse you.

5.2.3 If your front door is damaged by the police forcing their way in, for example, in a drugs raid, we will repair it for you. However, we may charge you the cost of the repair depending on the circumstances.

5.3 Domestic abuse

5.3.1 We will not accept actual or threatened domestic abuse in our properties. We will work with the police and the courts to prosecute and evict anyone found guilty of these acts. We may not have a duty to rehouse you. .

5.4 Staff safety register

5.4.1 We keep a safety register to list details of people, including tenants and properties of the council who may be deemed to pose a risk to officers, contractors or anyone working on behalf of the Council

Section 6 Access to your home

6.1 General

- 6.1.1 You must let Council Officers, contractors or agents into your home or garden to inspect its condition or the condition of any fixtures or fittings, inspect trees; to carry out a tenancy audit; or to undertake repairs, maintenance or improvement work.
- 6.1.2 We will always give you reasonable notice unless it is an emergency. If we have given you notice but you don't let us in, or if it is an emergency, we will take action to gain entry if we believe there is a serious risk of injury to anyone or damage to the property. If you try to prevent us from entering or fail to let us in when we have the right to get into the property, we will charge you the cost of getting into the property.
- 6.1.3 If you are moving out of your home, you must let us have access to carry out an inspection before you leave. If we need to show potential new tenants the property before you have moved out, we will always ask your permission, and arrange a time convenient to you.
- 6.1.4 By law we must check the safety of the gas appliances in your home every year and/or as required. You agree to allow us and our contractors access to your home to carry out this check and to carry out any work identified during the gas safety check. You will receive reasonable written notice of the date of this check and we can arrange a new appointment if the first is not convenient to you. If you have not allowed us access after we have written to you at least three times, we will take appropriate legal action to get into the property or to begin proceedings to repossess the property. We will also aim to recover from you the cost of taking this legal action. We may force entry to undertake the gas safety inspection if you do not allow us, or our contractors in if we believe there is a serious risk of injury to anyone or a serious risk of damage to the property.
- 6.1.5 By law, there are other landlord safety checks we must conduct including but not limited to electrical and asbestos safety. You agree to allow us and our contractors access to your home to carry out this check and to carry out any work identified
- 6.1.6 You must allow your neighbours to enter the outside areas of your home when they need access to carry out repairs or improvements, clean outside areas of their own properties, or to collect domestic rubbish and recycling. However, they need to agree this with you beforehand. If you disagree with their request, we will decide if their request for access is reasonable.

Section 7 - Repairs and maintenance

7.1 Our responsibilities

- 7.1.1 We will keep the structure and outside of your home in good repair. This means we will repair things such as windows and outside doors, roofs, drains, gutters and pipes
- 7.1.2 We will keep all the installations for supplying you with water, electricity, gas and sanitation facilities in good repair and working order, This does not include other fixtures and fittings or your own appliances that use water, gas or electricity. It also does not include any gas, electric or water meters that serve your home, as these are the responsibility of the companies who supply the service to you.
- 7.1.3 We will keep in good repair and working order any heating fittings (including for heating the water) that we have installed in your home.
- 7.1.4 We will keep all shared areas and items that are our responsibility in a good state of repair. This means we will repair things such as shared entrance doors, staircases and hallways.

- 7.1.5 We will keep all shared services, such as lighting in corridors and door-entry systems, in good repair and working order.
- 7.1.6 We will make sure we remove our rubbish, building materials and equipment from your home within a reasonable time after carrying out repair work and will try to keep disruptions to a minimum.
- 7.1.7 We will carry out repairs within timescales set by law or within a reasonable time of becoming aware of them.

7.2 Your responsibilities

- 7.2.1 You must look after your home in a reasonable and responsible way. If you fail to do so and we need to repair your property because you or those living with you have damaged it or have failed to repair, when it is your responsibility to do so, we will carry out the repairs and charge the cost of the repairs to you.
- 7.2.2 You must report to the Housing Repairs Service, immediately, any repairs that need carrying out to your property that we are responsible for.
- 7.2.3 There are some types of repair that are your responsibility. These include:
 - a) decorating the inside of the property
 - b) replacing broken glass
 - c) accessing the property, and arranging a new set, if you have lost your keys
 - d) replacing door catches and door handles inside the property
 - e) replacing loose or broken toilet seats
 - f) replacing sink and bath plugs and unblocking sinks, baths and toilets
 - g) repairing or replacing domestic appliances including gas/electric appliances that belong to you and the safe connection to services using appropriately qualified contractors
 - h) dealing with gas leaks on appliances that belong to you
 - i) resetting electrical trips
 - j) replacing fuses to appliances
 - k) replacing light bulbs
 - l) replacing smoke detector batteries
 - m) dealing with phones and phone connections, TV aerial points and any other equipment which need connection points in your home excluding communal areas
 - n) dealing with digital TV cables, internet connections and other technology connections points in your home excluding communal areas
 - o) replacing dividing fences between properties
 - p) treating mould growth due to your failure to ventilate and heat your property properly
 - q) replacing damaged or missing tiles to hearths or surrounds.
- 7.2.4 You must keep all grates, grids, drains and gullies clean and clear except gutters that catch water from the roof, which are our responsibility.
- 7.2.5 You must not do anything to block toilets and sinks. This includes flushing nappies, sanitary products and wet wipes of any sort down the toilet or pouring fat or food down the sink or toilet.
- 7.2.6 If you, or anyone in your household damages any items, you are responsible for repairing, renewing or replacing these items at your own cost even if they are normally our responsibility. If we have to carry out the work, we will charge you the cost of the work.

- 7.2.7 You are responsible for managing condensation levels inside your property by properly ventilating and heating it. You should not dry wet clothes and possessions inside the property on or by radiators or heaters.
- 7.2.8 Where fitted you must use extractor fans and the trickle vents in your windows. They must not be blocked or covered. You should let us know immediately if any extractor fan fitted at the property is not working.
- 7.2.9 You, or anyone in your household must not do anything which may reduce the effectiveness of the fire doors in your home or in communal areas. This means that you must not drill or cut into the fire door or fit cat flaps, door chains, peepholes or new letterboxes into fire doors or use anything to wedge or prop open any fire doors in your home or in the communal areas.
- 7.2.10 You are responsible for all pest control issues related to your property.

7.3 Criminal damage to your home

- 7.3.1 If you are the victim of criminal damage to any part of your home, you must report the matter to the Police and get a crime reference number. If we are satisfied that it was someone else, we will carry out the repair at no charge to you. If we are not satisfied, we will charge you the cost of the repairs.

Section 8 - Using your home

8.1 General

- 8.1.1 You agree that from the start of the tenancy you will take possession of your home and take responsibility for being the tenant.
- 8.1.2 We will hold you responsible if anyone who lives with you or visits your home, breaks any conditions of your tenancy.
- 8.1.3 You must use the property as your only or principal home.
- 8.1.4 You agree to tell us immediately if you become the owner, leaseholder or tenant of another property.
- 8.1.5 You must let us know in writing if you are or expect to be away from your home for more than 28 days, so that we know you have not abandoned your home. Even if you are away, you are responsible for making sure that all the conditions of this agreement are kept, including paying rent. You must let us know when you return to your home after this period.
- 8.1.6 You should inform us of any changes to who is living in the property.
- 8.1.7 You, and anyone in your household must keep your home, and garden (if there is one), clean, tidy and free from rubbish and dangerous items. You must not do anything that encourages insects, vermin or pests into your home, or it could become a health risk to you or others.
- 8.1.8 You and anyone in your household must:
- only use the property as a private home
 - not run a business from your home or any other council owned land without our written permission as your landlord, or any other permission you will need, such as planning permission. We will refuse or withdraw permission if we feel your business is likely to cause a nuisance, disturb others, damage the property or stop your home being used mainly as a home.

8.1.9 You and anyone in your household must not:

- a) use your property for any illegal purposes or purposes which are immoral, which includes misuse or cultivation of drugs or prostitution
- b) wedge open shared doors
- c) place anything on a window ledge or balcony, if it could be a danger to anyone living in the property or in the local area
- d) throw anything through the windows of the property or off balconies
- e) smoke in communal areas
- f) use at, or release from the property, or any communal areas or land in the locality of the property belonging to the Council, any sky lanterns or helium balloons
- g) store none household inflammable or other dangerous items, unlawful weapons, gas or fireworks , in the property, in the garden or in any council-owned garage apart from items you use for normal domestic reasons
- h) leave rubbish, or allow it to spill on areas near your home
- i) dispose of needles and syringes inappropriately
- j) store items in gas, electric or other service meter cupboards;

8.1.10 You and anyone in your household are responsible, with other tenants or residents, for keeping any shared areas such as hallways and landings clean and tidy. You must not store or leave any rubbish or dangerous items in these areas.

8.1.11 You and anyone in your household must not store or leave any items or personal belongings, including bicycles, prams, pushchairs, mobility scooters, in any shared areas such as hallways and landings without first getting our written permission.

8.1.12 You must not access loft spaces or use them for storage unless you have our written permission and must not tamper with or remove any locks to access the loft space. You must not store any belongings in loft spaces. You must keep the loft access clear so that contractors or our officers can carry out inspections or repairs. You are responsible for clearing away any belongings that prevent us from getting access or that may cause injury or damage.

Section 9 - Looking after your garden

9.1 General

9.1.1 You are responsible for your garden and keeping it tidy. This means cutting the grass regularly, cutting and maintaining any hedges and trees so that they do not grow over any paths or neighbouring land or cause nuisance to others. If you fail to keep your garden tidy, we will write and ask you to. If you then fail to do so, we may get the work done and we will charge you the cost of doing this.

9.1.2 You must keep your garden free from rubbish, household items, rubble, rodents and pet droppings so that the area does not become a nuisance or health risk to others. We may take legal action to have the items removed and then charge you the cost of doing this. All garden waste must be disposed of in a legal and responsible manner such as composting.

9.1.3 You must not allow any tree or bush to grow or be planted where the roots or branches can cause damage, nuisance or a danger to others or block or get in the way of pavements, shared areas or neighbouring gardens.

9.1.4 You must not damage or tamper with any trees that are not in your garden or are protect by the Council You must avoid attaching lines, wires or any structure to the tree or undertaking

any works that will damage the roots.

9.1.5 Existing or new dividing fences, timber sheds, greenhouses and conservatories are your responsibility to maintain and replace. When you take over the tenancy, they are your responsibility, unless we tell you otherwise.

9.1.6 You must get our written permission before you:

- a) install decking or a conservatory, greenhouse, fence, wall, garage, drive shed, patio, aviary, pigeon loft, fishpond, pool or other structure in your garden
- b) remove, damage or destroy any bushes, hedges or trees
- c) remove, alter or replace any fencing or boundary
- d) plant trees or hedging.

Section 10 - Keeping animals and pets

10.1 General

10.1.1 You and anyone in your household must not;

- a) keep any pet (other than a small number of fish, or small animals - for example mice, hamsters, gerbils) in the property unless you have our written permission. If you are unsure whether you need our permission to keep an animal at the property you should ask us. We will not unreasonably refuse you permission to keep a pet, but we reserve the right to withdraw permission at any time if your pet causes a nuisance, annoyance or damage to the property or the pet means that you are in breach of your tenancy agreement
- b) keep any livestock including cockerels, geese, sheep, pigs, goats, horses and ponies, pigeons or any other animal we may specify
- c) breed any animal at the property
- d) keep any breed of dangerous dog or any illegal breed of animal
- e) tether any livestock on Melton Borough Council land
- f) allow any animal you keep at the property to cause a nuisance to anyone in the locality, including Council Officers, contractors and agents
- g) allow your pet to foul in the shared areas of the property or on roads or footpaths or in play areas in the local area. You must remove and get rid of any dog or cat mess hygienically.

10.1.2 You must keep all dogs secure in another room when any Council Officers, representatives, or contractors visit you.

10.1.3 If your animal or pet causes a nuisance to any Council Officer, contractor or anyone else, we will ask you to remove it from the property.

Section 11 - Vehicles and parking

11.1 General

11.1.1 You must not do any of the following within the property, or on the common areas in the locality;

- a) park any vehicle unless the property has a garage, parking space or a drive with a dropped kerb and pavement crossover
- b) park any motorhome, caravan, boat, business vehicle, or mobility scooter without our written permission

- c) allow anyone, other than people who live with you or your visitors to park any vehicle
- d) carry out vehicle repairs, which are a nuisance to anyone in the area, or in our opinion are damaging to the property, neighbourhood or do not keep to planning permission or the law
- e) allow others to live in any caravan or motorhome on the premises
- f) keep motorised vehicles inside your home except mobility scooters if you have our written permission
- g) Park or keep any mobility scooters, bicycles, prams or wheelchairs in communal areas without our written consent
- h) allow any oil or dangerous fluids to leak from vehicles parked on any land, including roads
- i) park in a way that causes an obstruction to other road users, including the emergency services vehicles
- j) leave or store any vehicle that is un-roadworthy, without a road fund licence or uninsured without getting our written permission. This includes vehicles with a Statutory Off Road Notice (SORN). We will only give permission for this in special cases and for a temporary period. If you do this without our written permission, we will give you seven days' notice to remove the vehicle. After this time, we will remove it and charge you the cost of doing this. If we consider that the vehicle is in a dangerous position or condition, we will remove it without notice. We will not be responsible for damage to your vehicle if we have to remove it.

The above applies to all shared areas, including parking, grassed areas and roads on our estate.

11.1.2 You and anyone in your household must not;

- a) sell, rent or give away a parking space or garage that we provide for you.
- b) build a parking space, garage, hard standing or driveway without our written permission.

Section 12 - Structural changes, alterations, improvements or additions

12.1 General

12.1.1 You must not make any structural changes or alterations, improvements or additions to the property without our written permission. This includes items such as using polystyrene, artex or similar products, laying laminate or similar flooring. This is not a complete list.

12.1.2 You must not cut or drill into walls or ceilings or remove any fixed floor tiles without first obtaining our written permission.

12.1.3 Melton Borough Council is committed to tackling climate change and will take this into consideration when deciding whether to give its permission if you wish to make any changes, alterations, improvements or additions to the property, including the garden.

12.2 Permission

12.2.1 If we give our permission, we may set certain conditions. If you do not meet the conditions, we will withdraw our permission and you will have to put the property back to how it was at your own expense. If you do not, we will carry out the work and charge you the cost of the work. If we refuse permission, we will give you our reasons in writing. You will also need to have any other permission, such as planning permission or building regulation approval (or both), as appropriate.

12.3 Electrical and Gas Work

12.3.1 If the work you want to do includes electrical work or connecting to the electrics, it will need to be carried out by a contractor registered with the National Contracting (NICEIC) or an equal organisation approved by the Government, which can keep to all current regulations and standards. You will need to give us a certificate under part P of the Building Regulations.

12.3.2 If the work you want to do involves gas, the work including connection will need to be carried out by a contractor registered with Gas Safe who can keep to the Gas Safety (Installation and Use) Regulations and other relevant industry standards. You will need to give us a Building Regulations Compliance Certificate when the work is done.

12.4 Other Work

12.4.1 If you want to have a water meter fitted and you share your water supply with a neighbour, you must contact us first.

12.4.2 You must not fit a CB or amateur radio aerial, satellite dish, or closed-circuit television system to the property or within the boundaries of it unless you have our written permission.

12.5 Your Responsibilities

12.5.1 You are responsible for repairing and maintaining any improvements, fixtures and fittings that you install at the property. These improvements will become our property when you move out. You may take them with you when you move but you must put the property back to the way it was before you improved it. If you cause any damage or if you don't put the property back the way it was, you agree to pay us the cost of any work needed.

12.6 Compensation

12.6.1 When you end your tenancy, you may be entitled to compensation for your improvements if you leave them in the property. The rules for this are in Section 99A of the Housing Act 1985 and you must have received our written permission for the improvements before undertaking them.

Section 13 - When you need our written permission

13.1 General

13.1.1 In this agreement, we have mentioned instances where you need written permission. This means you must seek our permission before you do what you intend to do. What you require our permission to do and what you are entitled to do will vary depending upon the type of tenancy you have. You can check what you are entitled to do by looking at the relevant section of this agreement or by looking on our website or by speaking to the Housing Team.

13.1.2 We will not unreasonably withhold our permission. If we give our permission, we may also set certain conditions.

13.2 When you need our permission

13.2.1 Below is a list (but may not be a complete list) of the main things you need to ask our written permission for:

- a) making structural changes, alterations, improvements or additions to the property
- b) cutting or drilling into walls or ceilings
- c) building a parking space, garage, hard standing, driveway, conservatory or similar structure, shed, greenhouse, patio, aviary or pigeon loft
- d) installing gas appliances and extra electrical circuits, for example, a shower or cooker, or extra sockets you will also need certificates from the company who installs them
- e) running a business from your home
- f) removing, replacing or planting any hedge, fence or tree at the property
- g) installing decking, a fishpond, pool or similar structure in your garden
- h) keeping pets in your property unless you wish to keep a small number of goldfish, gerbils, mice, hamsters or other small animals at the property, in which case you do not need to ask our permission. You will always need our permission to keep larger pets including cats and dogs
- i) fitting, a satellite dish or closed-circuit television system (CCTV) a CB or amateur-radio aerial to the property or within its boundaries
- j) subletting any part of the property
- k) exchanging or transferring your home
- l) being away from the property for more than four weeks
- m) parking any motorhome, caravan, boat or business vehicle within the property that is part of your tenancy
- n) parking or keeping any private or business vehicle, motorhome, caravan or boat in the area around your home that we own, including the shared areas, parking areas, grassed areas or roads on the estate
- o) leaving or storing any vehicle that is un-roadworthy, untaxed or uninsured in the area around your home that we own, including the shared areas, parking areas or on the estate. This includes vehicles with a Statutory Off Road Notice (SORN) without our written permission
- p) keeping or parking any mobility scooter or similar vehicle in your home, on our land or on grassed areas
- q) installing an incinerator or fire pit or burning any items at the property.

Section 14 - Succession

14.1 General

14.1.1 If you die whilst you are a tenant, and you are not yourself a successor, your tenancy will pass to a surviving joint tenant or your spouse or civil partner (or someone living with you as a spouse or civil partner) provided they were living with you at the time of your death and the property is their only or main home.

14.1.2 If you are an introductory tenant, your spouse, civil or other partner must also have resided with you for 12 months before your death, although living with you at another property also counts.

14.1.3 You will already be a successor if you:

- a) obtained this tenancy or a previous tenancy from us as a result of the death of the previous tenant
- b) were a joint tenant but following the death of the other joint tenant are now a sole tenant

- c) obtained this tenancy because the previous tenant assigned it to you as a potential successor before they died
- d) obtained this tenancy as the result of an order made in family or civil partnership proceedings and the tenant from whom you obtained your tenancy was already a successor

Section 15 - Assignment (transferring your tenancy to someone else)

15.1 You may be able to transfer your tenancy to someone else if:

- a) You are a secure (not an introductory) tenant and you want to exchange your property with another Melton Borough Council tenant or with a tenant of another local authority or housing association. This is known as mutual exchange. You, and the other tenant must have written permission from each landlord before the exchange can take place. We can refuse to consent to an exchange on grounds set out in legislation
- b) You want to transfer your tenancy to someone who would be entitled to succeed if you were to die

15.2 The Court may also order that this tenancy to be transferred into your sole name or into the name of your spouse or civil partner if it makes an order because your relationship has broken down.

Section 16 - Additional rights

16.1 These rights apply to secure tenants only and do not apply to you if you are an introductory tenant.

16.1.1 In addition to those rights set out in Section 3.4, as a secure tenant you also have the following rights, depending upon your circumstances:

- a) You can take in lodgers to share your home with your family as long as you do not overcrowd the property. You do not need our written permission to do this but must notify us in advance of the name and age of who is to live in your home.
- b) You can sublet part of your home but you must get our written permission first. You must not sublet all of your home. You are responsible for the behaviour of your lodgers or subtenants and responsible for making sure they move out at the end of the tenancy.
- c) You can buy your home if you qualify to do so
- d) You can make improvements as long as you get our written permission first. We will only refuse permission if we have a good reason for doing so.
- e) When your tenancy ends, you have the right to ask us to pay you compensation for some types of improvements you have made if we gave you our written permission for them.

Section 17 - Ending your tenancy

17.1 You can end your tenancy at any time by giving the Council at least four weeks' notice in writing. The notice period and the tenancy must end on a Sunday and the keys must be returned to our offices by noon the next day. We can, at our discretion, waive the above requirements and accept shorter notice, or a notice ending on a different day, but we do not have to. In the case of joint tenants, one tenant can end the tenancy by giving the Council notice in the same way, regardless of the views of any other joint tenant(s).

- 17.2 Once you have given a notice you must allow our officers or contractors into your home to inspect its condition before you leave. Before you leave you must report all repairs that are needed and carry out any repairs that you are responsible for.

Section 18 - Moving out of your home

- 18.1 You must give us vacant possession of your home when your notice period has ended. This means there must not be anyone else living in the property when you leave. If you have any lodgers or sub-tenants they must move out before you or at the same time as you.
- 18.2 You cannot transfer your tenancy to someone else unless you are a secure tenant and we have given our permission. If you do leave anyone in the property, we will treat them as a trespasser and take legal action to evict them. We will aim to recover from you the cost of taking this legal action.
- 18.3 You must return all the keys, including shared door keys and fobs to our offices by noon on the Monday that the notice period and your tenancy end unless you have made alternative arrangements with your housing officer in advance. If you fail to return keys, you agree to pay the costs of a lock change.
- 18.4 You must pay all the rent and other charges up to the date your tenancy ends. If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay the debt.
- 18.5 When you move out, you must leave your home empty, clean and in a good state of repair and decoration. This includes the garden, garage, shed or any other outbuilding or land you are responsible for.
- 18.6 You agree that if you leave anything in your home and garden we can dispose of it and you agree to pay us our costs if we have to remove any of your belongings or rubbish after you have left.
- 18.7 You must repair any damage or replace any missing fixtures and fittings. If we need to do any work which is more than putting right 'fair wear and tear', you agree to pay us our costs of doing the work.
- 18.8 You must tell us your new address and the gas and electricity supply companies you have used.

Section 19 - Altering your agreement

- 19.1 Except for any changes in your rent or service charges, or if the law changes (including future legislation), your tenancy agreement can only be changed with the written permission of both you and us, or if the Court orders it. We also have the legal right to change the tenancy conditions of this agreement after consulting with you.

Section 20 - How the Council can end your tenancy

- 20.1 The Council will only take steps to recover possession of your home in the following circumstances:
- a) if you break any of the terms or conditions of this tenancy agreement or any of the grounds for

possession set out in the Housing Act 1985 apply. (If the court grants the Council a possession order this could ultimately result in the termination of your tenancy and everyone living in your home being evicted). We are entitled to rely on any of the grounds for possession that are in force at the time we take action.

- b) where the sole tenant dies and there is no person who is qualified to succeed to the tenancy
- c) In some circumstances, where you have succeeded to this tenancy, but the property is larger than you need and we want to move you to a smaller, suitable property, but you have refused to move
- d) if the property ceases to be your only or principal home or you sub-let the whole of the property or you otherwise abandon the property the Council may end the tenancy by serving you with a 'notice to quit'.

Section 21 - Data protection

21.1 General

21.1.1 We may share the personal information you provide with other council services, if necessary. (For example, we may need to do this to prevent and detect fraud or other crimes). We are allowed to do this under the Data Protection Act 2018 and the General Data Protection Regulation 2018 and/or where required by law.

21.1.2 We must protect any personal information we collect from you and we will keep your personal information safe and secure. We will not share it with other organisations without your knowledge unless we are allowed to do so by law.

21.1.3 For the purpose of this section, personal information means any information we may hold about you (and other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us.

21.2 What we may use personal information for

21.2.1 By signing this agreement, you acknowledge that we will hold and use personal information relating to you.

21.2.2 You acknowledge that we will hold and use all personal information obtained under this agreement (or from others) for the following purposes:

- a) tenancy management
- b) to carry out our obligations under this agreement
- c) to comply with any other legal obligation
- d) for research, marketing, consideration of and implementation of new services for tenants and complaints. We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out on the council's website.

21.3 Who we may pass personal information to

21.3.1 In order for us to carry out the above purposes, you acknowledge that we may need to pass on personal information relating to you to any third party as we may decide in order to carry out the above provisions.

21.3.2 If you leave your home owing rent or any other money to us, you also acknowledge that we

may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.

21.4 Seeing your personal information

21.4.1 You have the right to inspect your file and computer information and to record in writing any inaccuracies or disagreements. We may withhold information where we have the legal right to do so, for example:

- a) information which identifies a third party who has not given their consent for the information to be passed on
- b) information provided by an external agency on the understanding that it will not be disclosed
- c) information that is the subject of legal privilege, statutory requirement, or could lead to legal action being taken against the individual or us
- d) information which could cause physical or mental harm to an individual
- e) information which could cause commercial or financial damage to us.

21.4.2 We will tell you the legal reasons why we may have to withhold certain personal information, should you request it.

21.5 Further Information

21.5.1 Further information about the data we hold about you can be obtained from your Housing Officer through making a formal request via the website.

Section 22 - Consultation

22.1 We will consult you about important changes in managing your home that are likely to affect you. We will take your comments into account before we make any decision.

Section 23 - Complaints

23.1 We operate a complaints procedure in line with best practice and our corporate complaints procedure. You can find out more about this by visiting our website www.melton.gov.uk or by picking up a leaflet at one of our offices.



Melton
Borough
Council

Melton Borough Council
Parkside, Station Approach
Burton Street, Melton Mowbray
LE13 1GH

Tel: 01664 502 502
Email: tenancyservices@melton.gov.uk
Website: www.melton.gov.uk

If you require this information in an alternative version such as large print, Braille or help in understanding it in your language, please contact Customer Services on 01664 502502 or alternatively email contactus@melton.gov.uk

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