



Tenancy Agreement

BETWEEN

**Melton Borough Council
("Landlord")**

and

**XXXX
("Tenant")**

and

**XXXX
("Tenant")**

Photo to be inserted

Dated:



Foreword

The Council wants you to enjoy living in your home and believe it is important to make it clear from the start of your tenancy, what you can expect from us and what we will expect from you. This document (“your tenancy agreement”) sets out your rights and responsibilities as a Tenant of Melton Borough Council and also our rights and responsibilities to you as your Landlord.

The Council wants you to live in a peaceful, pleasant neighbourhood free from anti-social behaviour and expects you to look after your home and treat your neighbours in the way you would expect to be treated yourself.

If the Council fails to meet its responsibilities under this Tenancy Agreement you should tell us to enable it to be put right. If you breach this Tenancy Agreement we will try help and advise you to put things right.

If you fail to take up an opportunity provided to you to correct any breaches of this Tenancy Agreement then the Council may take legal action against you which could put your tenancy at risk which means you may lose your home.

Please remember you must pay your rent when it is due. If you have difficulties in paying your rent please contact the Council immediately as there may be things we can do to help. Failure to pay your rent is considered a breach of tenancy, which may result in legal action being taken against you. The Council would like to avoid legal action wherever possible and support you wherever possible.

You should read this Tenancy Agreement carefully and seek advice if you are not sure of something.

When this Tenancy Agreement is signed by you, the terms and conditions will be legally binding to you as a Tenant and us as your Landlord.

Melton Borough Council

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Definitions

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In this Tenancy Agreement and any future letters/correspondence from the Council as your Landlord, you might find the following words and the meanings have been given below:

Anti-Social Behaviour Acting in a manner that is likely to cause nuisance and/or annoyance to another person(s)

Animal/Pet Domestic animals - including but not limited to cats, dogs, birds, insects, reptiles, spiders, fish etc.

Assignment Passing the rights of your secure tenancy to somebody else where permitted by the law i.e. the Housing Act 1985.

Breach failing to comply with these terms and conditions of tenancy

Communal Areas Areas which you share with other tenants such as (but not limited to) stairs, entrance halls including door entry systems, lifts, landings, balconies, access ways, paths, grassed open spaces, shared gardens or yards, parking areas, parking bays, and or hard standings, community rooms/lounges.

Contact Monitoring to ensure that contact is maintained with you as a tenant and the information held by the Council is up to date.

Demotion/Demoted Tenancy A tenancy which reduces your rights as a tenant which means you have less security from eviction.

Employees Includes any Council employee along with any contractor, consultant or agent that are working on behalf of Melton Borough Council.

Fixtures and Fittings All appliances and furnishings (not removable) in your home (including but not limited to) those supplying or using gas, electric and water.

Flexible Tenant A tenant who has been granted a flexible tenancy.

Flexible Tenancy A type of secure tenancy for a fixed period of time, usually for a period of 2-5 years.

Garden Grounds enclosed within the boundary of your home, including but not limited to, decking, flower beds, grass, hedges, lawns, paved yards, ponds, shrubs and trees.

HHSRS Housing Health and Safety Hazard Rating system.

Independent Advice free independent advice which can be taken from the Citizens Advice Bureau, a law centre or a Solicitor to help assist you in relation to your legal rights.

Improvement Any alteration or addition to your home.

Introductory Tenancy A tenancy which lasts for a trial period of 12 months but can be extended to 18 months which may then become a secure tenancy unless you have breached your tenancy conditions.

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Introductory Tenant A Tenant who has been granted an introductory tenancy.

Injunction A Court Order requiring a tenant or person to do, or refrain from doing specific things.

Joint Tenancy Joint Tenants are responsible, jointly and individually for ensuring these conditions are met including rent, other charges, access and all obligations of the Tenancy.

Landlord Melton Borough Council

Local Area the Borough of Melton

Lodger A person who you allow to live in your home, with or without payment.

Neighbours Those living or working within close proximity of your home.

Non Dependent An adult living with you who is not your lodger or partner.

Notice of Seeking Possession A legal document that gives you notice of the Council's intention to seek possession of your home

Notice Period The time period provided by either party to bring the tenancy to an end.

Notice to Terminate The legal document you must complete and provide to the Council to bring your tenancy to an end.

Partners a person with whom you are in a relationship with and / or living with.

Property/your Home The house or other accommodation and any other part including (but not limited to) any garden, yard, outbuilding, garage, fence, or wall, owned by Melton Borough Council, which is let to you under the Tenancy Agreement.

Relatives Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step relatives and adopted children.

Rent The weekly charge payable by you to live in your Home.

Secure Tenant A tenant who has a secure tenancy under The Housing Act 1985.

Service Charge Charges incurred for the upkeep, repair and maintenance of Communal Areas.

Sheltered Accommodation Properties situated in a group setting and usually within the same building with laundry facilities, community lounge etc.

Sublet / Subletting Giving another person(s) the exclusive right to live in part of your home and receiving payments in exchange.

Succession The right for someone to inherit your tenancy upon a tenant(s) death

Tenant The person(s) who signs the tenancy agreement.

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Tenancy Agreement This agreement containing the terms, conditions and obligations of your tenancy that you are required to comply with.

Tenancy Charges Financial obligations arising from your tenancy which includes but is not limited to: rent arrears, recharges, heating charges, hot water charges, contents insurance, service charges and/or charges for repairing wilful property damage or works in default.

Utilities Services such as gas, electricity, water.

Vacant Possession The right to exclusive use of an empty property

Visitors People not living with you but who come to your, or a neighbours, home.

Vehicles A car, bus, lorry, motorbike, boat, caravan, trailer, scooter, motorised transport or similar.

We, us, the Council and Landlord means **Melton Borough Council** of
Parkside, Station Approach,
Burton Street,
Melton Mowbray,
Leicestershire
LE13 1GH

Works in default The council may do works to your home where you have refused or failed to carry out works upon request.

Written Permission A letter from the Council giving you permission in response to a request you have made.

You and Your The tenant, or in the case of a joint tenancy, tenants

Terms of Tenancy:

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1. Introduction to the Tenancy Agreement

- 1.1 This agreement contains the terms, conditions and obligations of the tenancy for you and us. **You should read this agreement carefully to ensure that you understand and accept its contents.** If you do not understand any part of this agreement we strongly recommend you ask for it to be explained to you before you sign it. You might want to consider taking independent advice.
- 1.2 These terms may apply to any tenancy granted by the Council.
- 1.3 By signing this agreement, you are entering into a legal contract with the Council and will become either an introductory flexible or secure tenant.
- 1.4 Your tenancy agreement will explain what type of tenancy you have been granted. If you have an introductory tenancy, we also tell you the date it will become a secure tenancy. Table A below shows in brief the rights of introductory and secure tenancies.

Introductory Tenancy

- 1.5 An Introductory tenancy is a tenancy for a limited period of time which can be extended for up to 18 months if you breach the terms and conditions of the tenancy. An Introductory tenant will have less legal rights than a secure tenant. You must demonstrate to the Council that you are able to comply with your tenancy agreement. This includes (but is not limited to):
- Not behaving, or allowing any persons living in or visiting your home to behave in an anti-social manner, including causing a nuisance or harassing others.
 - Not to engage in illegal activity.
 - Not to commit a crime or any act which leads to a conviction
 - Not using your home for immoral purposes or for any trade or business.
 - To ensure it is your main home and you do not abandon it.
 - Paying your rent and other charges on time.
 - Looking after your home.

Unless we take action to end or extend your introductory tenancy, you will automatically become a secure tenant on the date written in this agreement.

- 1.6 If you breach your tenancy agreement the Council may either extend your introductory tenancy by up to six months or take legal action to evict you. Legal action to evict you may mean you pay for the legal costs incurred.
- 1.7 You can ask the Council to review its decision to end or extend your introductory tenancy.
- 1.8 If the Council applies to the court to end your introductory tenancy, the court will grant the order for possession providing a fair and proper process has been followed.

Secure Tenancy

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1.9 If you had a secure tenancy immediately before entering into this tenancy agreement you will remain a secure tenant. As a secure tenant you have the right to live in your home (right to possession) so long as you comply with this tenancy agreement. The Council will not normally interfere with your right to possession unless there is a valid reason. A Notice of Seeking Possession/Demotion must be served on you before any legal action could begin to end your secure tenancy.

Table A:

Flexible Tenancies

1.10 Flexible tenancies have similar rights to secure tenancies, including the Right to Buy. The difference is that they last for a fixed length of time, which is why they are sometimes referred to as fixed term tenancies. Flexible tenancies can be renewed at the end of each fixed term.

1.11 We will offer a flexible fixed term tenancy in all of our properties that are let at an affordable rent. This will be a selection of new homes built or acquired after April 2014 in accordance with our affordable rent policy set out in section 10.

Legal Rights of Tenants	Secure and Flexible Tenants	Introductory Tenants
Right to Succession of spouse / civil partner	Yes	No
Right to succession of family members	Yes in certain cases	No
Right to Repair (Regulations)	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to assign	Yes	No
Right to buy	Yes	No
Right to take in lodgers	Yes	No
Right to sub-let (part of your home)	Yes	No
Right to improve (with written permission)	Yes	No
Right to Mutually Exchange	Yes	No
Right to participate in housing management contact monitoring	Yes	Yes
Right to end (terminate) your tenancy	Yes	Yes

General Terms applying to all tenancies (unless otherwise stated):

1.12 If you have signed this tenancy agreement with someone else you are a joint tenant. In joint tenancies each tenant is jointly and individually responsible for the tenancy. If one tenant leaves the home both tenants remain responsible for complying to the tenancy agreement including paying any charges due.

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1.13 Your rights and responsibilities cannot be split or shared between you. If one of you ends your joint tenancy this may have the effect of ending the tenancy for each of the joint tenants.

1.14 Your tenancy starts on the date set out in this agreement. It continues from week to week until you or we end it.

1.15 As long as you pay your rent and comply with the terms and conditions of your tenancy agreement, we will not normally ask the court for a possession order. However there may be occasions, when we need to move you to a new home, for example if your home is to be demolished.

If you have difficulty keeping to your tenancy agreement, you must contact the Council as soon as possible. We can then provide you with support, advice or help to sort out any problems you may be experiencing. This may avoid us having to take legal action against you.

1.16 You must occupy your home as your only or principal home or you will cease to be a secure tenant and the Council may ask the court for a possession order.

1.17 We are committed to the prevention and detection of crime including fraud and the Council will use the information you provide us to participate in data monitoring exercises. The data that you provide and/or is held by the Council in respect of your tenancy will be used for all matters relating to your tenancy, the prevention and detection of crime and fraud. The Council will also share your personal data with others as permitted in law. For more information see Data Protection section 19.



2. False Information

- 2.1 If you or someone acting on your behalf provide false information in an application to gain housing accommodation which you:
- Knew was false; or
 - Thought could be false; or
 - Contained information which deceived us in allocating you this tenancy,
 - Exaggerated your circumstances;

We may take legal action to regain possession of your home and/or refer matter to the Police.

3. Payment of Rent and Charges

- 3.1 Your rent, which includes any Services Charges and any other tenancy charges, will become due on a weekly basis and you must ensure it is paid. If you pay your rent by Direct Debit or Standing Order these payments must be paid in advance. If your tenancy does not start on a Monday then you will NOT be liable for rent until the following Monday after the start date of your tenancy agreement.
- 3.2 You must pay 4 weeks of rent in advance of signing your tenancy agreement.
- 3.3 You must pay your rent and any other associated charges as part of your rent.
- 3.4 You must not withhold your rent or any other charges for any reason. This will constitute a breach of this clause and your tenancy agreement.
- 3.5 You must pay any debt outstanding to the Council in full e.g. unpaid rent, tenancy charges, and re-charges for damage to your home etc.
- 3.6 The council will notify you in writing if your rent is to be varied.
- 3.7 You must pay your rent and tenancy charges during the notice period of your tenancy. Your liability for rent remains until your tenancy legally ends.



4. Use and Occupation of Your Home

- 4.1 You must use and occupy your home as your only and/or principal home.
- 4.2 You must provide the Council with reasonable notice if you are going to be away from your home for more than one month. Failure to comply with the above may result in us treating you as having surrendered or no longer wanting your property and we will seek to terminate your tenancy.
- 4.3 You must ensure that the Council is provided with a contact address and a nominated key holder in case of an emergency.
- 4.4 You must not, without the Council's prior written permission, sub-let part of your home. You cannot sub-let the whole of your home as you will no longer be a secure tenant.
- 4.5 You may have the right to assign your tenancy if you are a secure tenant. However, there are statutory criteria which apply to any assignment and you must ask for the Council's consent.
- 4.6 You or anyone living with you must not use any room where an open flue gas appliance is installed as bedroom accommodation.
- 4.7 You must complete an Tenancy Audit form on request and notify the Council of any permanent changes in occupation in the tenancy.
- 4.8 You must not (either solely or jointly) own or rent any other residential property which it would be reasonable for you to live in as your home. You must tell the Council if you own, lease, inherit or rent any other residential property. Failure to declare an interest in any other residential property may lead to this tenancy being ended and the Council taking possession of your home.
- 4.9 You must not use the loft space in your home for health and safety reasons.

5. Access to Your Home

- 5.1 You or anyone living with you must allow the Council, its representatives and/or agents to access to your home upon request. The Council will endeavour to provide you with at least 24 hours notice in writing, (except in an emergency - see 5.3) setting out the reason(s) why access is required along with the date and time of the proposed visit.
- 5.2 You must give the Council access to :
 - Inspect the condition of your home;
 - Inspect any damage to your home;
 - Carry out repairs to your home;
 - Carry out improvements to your home;
 - Service/ check or maintain equipment in line with regulations and legislation which may include but is not limited to, general maintenance, gas servicing, solid fuel servicing and

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maintenance, electrical checks and maintenance, smoke alarm servicing and any other necessary appliance and utility testing;

- Facilitate any of the above to any adjoining premises e.g. party walls, flats, roofs etc.
- Check on your health and wellbeing
- Discuss a complaint by your neighbours or others
- Undertake accompanied viewings with prospective tenants of your home
- Undertake Property Health and Safety Check/Service, inclusive of Gas Servicing

5.3 In an emergency the Council may require immediate access to your home without notice. In the event that such access is necessary and access is denied the Council may seek a warrant of entry to access your property with force (where necessary). Examples of emergencies include, but are not limited to;

- Fire Safety
- Flooding
- Asbestos
- Legionella
- Electrics
- Gas Safety Checks/leaks
- Oil Safety Checks/leaks
- Threat or risk of personal injury
- Threat or risk to the structure of your home
- Unsafe appliances
- Suspicion of any of the above

6. Repairs and Maintenance

6.1 You or anyone living with you must inform the Council promptly of any repairs (or other matters that we are responsible for carrying out) when they come to your attention. The Council will arrange an inspection to assess and/or carry out the repair.

6.2 You must keep the inside of your home in a clean and tidy condition, free from accumulation of belongings or rubbish that could cause a health and safety or fire risk to you or anyone else, including other properties. In addition, all rooms must have clear access and exit routes.

6.3 You must maintain the inside of your home in good decorative condition.

6.4 You or anyone living with you must inform the Council immediately of any damage, however caused to your home. Please note, you may be held liable for any wilful, deliberate damage caused to your home.

6.5 You and anyone living in or visiting your home (including animals) must not damage or destroy it. This includes (but is not limited to):

- The structure and outside of your home - including any glazing
- The fittings for the supply of gas, water and electricity
- Bathroom and toilet fittings
- Room heating systems

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- Water heating systems
- Kitchen units and fittings
- Internal fixtures and fittings, e.g. doors and internal glazing; smoke alarms
- Internal walls
- Sheds, garages, fencing, patios, paths, any part of the garden area, open plan space or communal walkways
- Any other installed element which your home benefits from.

6.6 You must ensure that any installation, repair, maintenance and replacement of any TV aerial serving your home does not damage your home or the Property. You will be held responsible for any damage caused.

6.7 You must repair any damage to any part of your home caused by the deliberate, accidental damage, careless actions or omissions by you, or by anyone living with you or visiting you (including animals). All repairs must be reported to the Council and consent must be obtained from the Council before you appoint a contractor to remedy any damage or undertake repairs. Failure to seek consent and / or remedy the damage to a suitable standard may result in the Council doing the work itself and recharging the costs (including any administrations costs) to you.

6.8 You must seek the written consent of the Council to undertake any non-standard alterations or improvements to your home. You are responsible for repairing and maintaining any non-standard alterations or improvements to your home. The Council reserves the right to any alterations/improvements to its own specification at any time and where such non-standard alterations and improvements have come to the end of their economical useful life.

6.9 If you make any improvements, alterations or additions to your home without our consent the Council may require you to return your home back to its original condition. If you fail to do so the Council may carry out the work in default and re-charge the costs (including any administration costs) to you.

6.10 You or anyone living at or visiting your home must not steal or appropriate any item of property from any property, dwelling, building or grounds owned by the Council.

6.11 You must use the utilities connected to your home responsibly to ensure that your home or any fixture and fittings are not damaged, fall into disrepair or cause a category 1 or 2 hazards under the Housing Health and Safety Rating System (HHSRS).

6.12 You or anyone living at or visiting your home must not interfere, with any of the utilities supplies or meters which are fitted or providing connection to your home. This includes, but is not limited to, the illegal abstraction of electricity or gas. If any installations at your home are capped, removed or damaged by your failure to use utilities responsibly, the Council may recharge you for the costs of reconnection, reinstatement and supply of utilities to your home and take legal action against you.

6.13 You must ensure that all rooms within your home are properly heated and ventilated.

6.14 Where your home comprises a flat and floor coverings are not provided by the Council, wooden, laminate or any other type of dense hard flooring covering must not be installed in properties above ground level without prior written consent from the Council.

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7. Insurance

7.1 You must ensure your home, contents and belongings are insured. The Council will remain responsible for structural insurance.

8. Anti-Social Behaviour

8.1 You, your relatives or anyone living with you, your animals and your visitors must not cause, or act in a way which is likely to cause, nuisance, annoyance or disturbance to people living, visiting or working in the locality of your home or Local Area. Examples of nuisance, annoyance or disturbance include, (but are not limited to):

- Foul and abusive language
- Loud music
- Shouting
- Arguing
- Door slamming
- Pet noise e.g. Dog(s) barking/howling
- Failing to clean up after your pets
- Offensive language and / or behaviour
- Unreasonable behaviour including when under the influence of drink, drugs or other substances
- Playing ball games close to someone else's home
- Causing damage or neglecting your home and/or garden
- Lighting fires or burning of toxic materials at your home

"People working in the locality of your home includes" the Council's employees, contractors and other people engaged in lawful activity in the area e.g. postal workers.

8.2 You, your relatives or anyone living with you, your animals and your visitors must not cause or act in a way which is likely to cause people living, visiting or working in the locality of your home to feel harassed, abused or threatened by acting in a manner that causes or is likely to cause, harassment, alarm or distress to one or more persons not of the same household.

8.3 You, your relatives or anyone living with you, your animals and your visitors must not abuse, harass or threaten the Council's agents, contractors, Councillors or employees which includes but is not limited to:

- Abusive or insulting words or behaviour including via email, social media, mobile phones etc.
- Damage or threats of damage
- Writing threatening, abusive or insulting graffiti
- reference to a person's; sexuality, gender, race or any other protected characteristic
- Hate or discrimination of any kind

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8.4 You, your relatives or anyone living with you, and your visitors must not make false or malicious complaints about the behaviour of another person.

8.5 You, your relatives or anyone living with you, and your visitors:

- Must not use your home for or undertake any illegal or immoral acts such as the production or cultivation of drugs, selling drugs, possessing drugs, storing drugs or stolen goods, abstracting electricity, harassment, hate crime, modern slavery and/or prostitution.
- Must not commit an arrestable offence in, or within the Local Area.
- Must not inflict domestic violence or threaten violence against any other person which includes using mental, emotional, financial or sexual abuse.

8.6 You, your relatives or anyone living with you and your visitors must comply with the law on smoke free premises. You must not smoke in a smoke free premises e.g. lifts, communal stair wells, communal areas, bin stores etc.

8.7 You, your relatives or anyone living with you, and your visitors must not;

- Use any machinery or DIY equipment in such a way or at such times (e.g. at night or early morning) that it causes a nuisance and annoyance to other people.
- Interfere with the security or safety equipment for example door entry systems/fire alarms in multi storey flats, communal blocks, flats maisonettes or sheltered housing schemes.
- Leave used needles or syringes (sharps) in areas where people in the Local Area may come into contact with them – you must dispose of them safely.
- Keep unlicensed fire arms and any other offensive weapons including imitations within any part of the building or land owned by the Council.
- Install or use any materials that may cause injury on your home (for example barbed wire or broken glass, carpet strips).

8.8 You must not allow, incite or encourage other people living with you, relatives or visitors to your home to engage in behaviour as described in the clauses 8.1 - 8.8 above.

9. Communal Areas

9.1 You, your relatives or anyone living with you, your animals and your visitors must not cause or act in a way which is likely to cause damage to communal areas.

9.2 You, your relatives or anyone living with you and your visitors must keep any communal area clean and tidy including outside your home and free from rubbish or furniture at all times.

9.3 You, your relatives or anyone living with you, your animals and your visitors must not dispose of waste items, fly tip on or misuse communal areas such as corridors, stairwells, shared entrances and gardens/play areas. You must put all refuse in the appropriate bins / bags and dispose of it in the chutes, containers or communal bin areas for this purpose, to refrain from over filling the bins.

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- 9.4 You must not keep a pet or any animal in a communal area. You must make sure that no pet/animal kept at your home (or that you are responsible for) causes any damage to a communal area.
- 9.5 If a communal area is considered to be in an unacceptable condition, due to a breach of any tenancy conditions, the Council may remove any rubbish or items, clean any unsanitary areas and may recharge you for all or a portion of the costs of any works undertaken. Items may be removed without notice, particularly if considered to be a health and safety risk such as flammable items, trip hazards or items blocking exits.
- 9.6 If you live in a property which requires access via internal communal areas, you, your relatives, visitors or anyone living with you must not bring, store and/or ride mopeds or motorbikes or any other mechanically propelled vehicle (with the exception of wheelchairs) into your home, indoor communal areas or in any communal lift without prior written consent.
- 9.7 You must store mobility scooters (or similar modes of transport) in designated / approved areas. If you live in a property which requires access via internal communal areas, mobility scooters (or similar) may only be stored or parked in designated / approved areas outside your home, with the written consent from the Council.
- 9.8 You, your relatives, visitors or anyone living with you must not keep or use bottled gas, paraffin, petrol or any other dangerous substance or item or in the communal areas.

10. Gardens

- 10.1 You must keep the garden to your home well maintained at all times. You are responsible for the upkeep of all parts of the garden to your home. This includes but is not limited to decking, flower beds, grass, hedges, lawns, paved yards, ponds, shrubs and trees.
- 10.2 You must not store waste, rubbish or hazardous materials in the garden or outbuildings.
- 10.3 You must maintain the boundaries that you are responsible for. The Council will supply details of the boundaries that you are responsible for and in the case of flats, your designated garden and outbuildings.
- 10.4 You must keep you garden maintained and tidy. If you do not carry out the necessary garden maintenance, the Council reserves the right to do the work and recharge reasonable costs (including any administration costs) to you, for example, overhanging branches, overgrown trees, hedges encroaching onto the highway, waste and rubbish that could provide food or harbourage for vermin or pests.
- 10.5 You must trim boundary hedges and trees on a regular basis and ensure they are kept below two metres in height.
- 10.6 You must cut the grass regularly and not allow it to become overgrown.
- 10.7 You must weed the garden regularly.

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10.8 You must not dig in the garden to a depth of more than 0.5 metres without the Council's prior written permission, for example fish ponds of a significant size.

10.9 Save for routine trimming and pruning, you must not remove, alter or replace any hedge, fence, wall or tree at your home without the Council's written permission.

10.10 You must not transfer or alter responsibility for garden areas or outbuildings without the Council's prior written permission.

11. Vehicles / Parking

11.1 You, your relatives and anyone living with you, or visiting you, must not (Unless you have sought prior written permission):

- Park or leave any motor vehicle, trailer, caravan or boat which may block access or emergency vehicles or anywhere on your home except where written permission has been granted for a hard standing, dropped kerb and/or driveway.
- Park or leave any vehicle on your home without the appropriate documentation required for use on the public highway.
- Sell, rent or give away any parking space or garage.
- Park in such a way that you obstruct other vehicles or pedestrian access.
- Allow anyone to sleep in a caravan or other vehicle parked on or outside your home.
- Use any garden or driveway to your home to store, load or unload vehicles, store scrap metal, or strip down vehicles or persistently repair any vehicle other than essential maintenance to a vehicle regularly used by yourself or someone living at, or a visitor to your home.
- Take or store motorcycles, mopeds, motor scooters or any other mechanically propelled vehicle(s) into your home unless permissions and approval has been granted.

11.2 You, your relatives and anyone living with you, or visiting you, must not drive across a kerb to access your home unless it has been dropped in accordance with the regulations of the Highway Authority.

11.3 If you have shared use of a driveway, you and anyone living with or visiting you must not block a shared the driveway at any time. The driveway must not be blocked in any way e.g. by parking a vehicle or by fencing part of it off.

11.4 You must not allow any vehicle to be in a dangerous position or condition, the Council reserves the right to remove it without notice to remove the danger. The Council will not be responsible for any damage caused to the vehicle if we have to remove it for safety reasons. The Council may recharge you for the costs associated with this work.

12. Keeping of Animals

12.1 Secure and Flexible tenants must not keep any more animals than the animals sighted below without the Council's prior consent;

- One domestic dog or

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- One domestic cat or
- One domestic caged bird or
- Fish or
- Two small caged pets for example, gerbil, hamster or rabbit

No other type of pet/animal may be kept without the prior written permission of the Council which will not be unreasonably withheld or delayed.

- 12.2 If you live in a house or bungalow and wish to keep any pet, animal or livestock, other than or in addition to those detailed in 12.1, you must obtain the Council's prior written permission.
- 12.3 If you are an introductory tenant you or anyone living with you may not keep a pet without the Council's prior written permission. The Council will not unreasonably withhold permission but factors that will be considered will include the type of property you live in and the type of pet you wish to keep.
- 12.4 If you live in a flat or in sheltered accommodation you or anyone living with you may not keep a pet without the Council's prior written permission. The Council will not unreasonably withhold permission but factors that will be considered will include the type of property you live in and the type of pet you wish to keep.
- 12.5 You must control any pets/animal(s) which belong to you or anyone living with you or visiting your property.
- 12.6 You must not breed pet/animals at your home.
- 12.7 You must make sure that no animal you keep at your home (or that you are responsible for) causes nuisance or annoyance or creating any kind of danger or health hazard.
- 12.8 You must ensure your pets are well behaved. The Council reserves the right to withdraw consent at any time if they are considered to be causing a nuisance, and/or damaging property. You will be required to find another home for the pet/animal, normally within one calendar month which must not be another Council owned property. Failure to do so may result in further enforcement action being taken. In certain circumstances, where there may be a health and safety risk the notice period may be shorter.
- 12.9 You are responsible for putting right any damage attributable to your pets, or those pets / animals you are responsible for or are visiting your home.
- 12.10 You, your relatives or anyone else living with you must ensure that no pets/animals kept at your home prevent employees, contractors or agents of the Council gaining access to your home.

13. Written Permission

- 13.1 Without prejudice to any other clauses in this agreement, you, your relatives or anyone living with you must obtain the Council's prior written permission before installing or erecting

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any structures or items such as, sheds, greenhouses, garages, garden ponds, satellite dishes or pigeon lofts. You will also need to obtain any other necessary approvals e.g. planning permission, building regulations approval.

Permission may not be granted if you have any debt owing to us.

13.2 Introductory Tenants

Introductory tenants do not have the right to carry out alterations or improvements. However requests will be considered for alterations and improvements where they are not detrimental to your home, do not impact on major improvement works that have been completed or are improvements that could easily be dismantled, removed or made good should you leave. Permissions may be granted for the following improvements (subject to the conditions within the Permissions Procedure):

- Sheds
- Greenhouses
- Fences
- Gates
- Hard standings
- Satellite Dishes (Subject to planning permission where required)
- Laminate Flooring
- Burglar Alarms

Alterations such as internal doors, balustrades, architraves etc. will not be granted permission during the introductory 12 month period as this is a minor decorative alteration, which can be given permission if/when the tenancy becomes secure.

13.3 Secure and Flexible Tenants

Secure and flexible tenants have the right to improve their home as long as they have received the Council's prior written permission. Permission will normally be approved subject to conditions and subject to the permission request being appropriate. This includes but is not limited to:

- Building an extension
- Changing the use of a room e.g. a living room to a bedroom
- Adding, changing or replacing the fixtures and fittings
- Installing a water meter
- Decorating the exterior of your home
- Building a structure e.g. car port, garage, hard standing, driveway or shed
- Create ponds and/or carrying out major landscaping
- Removing any tree, hedge or boundary fence or wall

14. Recharges

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14.1 The Council reserves the right to recharge you for any repairs and maintenance it needs to carry out on your home other than those which are classified as fair wear and tear. Examples of recharges include:

- **Access** – Costs associated with accessing your home where reasonable access is denied
- **Rechargeable Repairs** – Where damage has been caused to your home or its fixtures and fittings as a result of malicious, deliberate, accidental damage or careless behaviour by you or a member of your household including visitors and pets.
- **Unauthorised alterations** – Alterations to your home that have not received our prior written permission.
- **End of a tenancy** – Costs associated with any works required to re-let the property. All properties should be left in a clean, tidy, safe and empty condition.

14.2 The above is not an exhaustive list and other recharges may be applied according to individual circumstances.

14.3 The Council may reserve the right to deduct any reasonable costs associated with recharges from any monies held by the Council, lawfully due to you.

15. Ending your Tenancy

15.1 You must provide us with four weeks notice, in writing, in order to end your tenancy. You will be liable for payment of rent during this period. A shorter notice period may be accepted upon both parties agreeing in writing.

15.2 You must return all the keys to your home to the Council, or as directed at the time of submitting your written notice to end your tenancy. This must be done by 12 noon on the date agreed with the Council. If you do not return the keys by the agreed date, you will be responsible for any additional rent at a daily rate.

15.3 If you submit the keys to your home to the Council or you vacate your home without giving written notice to end your tenancy, you will have lawfully surrendered your home and the Council will end your tenancy. This situation will also apply should the council deem your home abandoned.

15.4 You must provide vacant possession of your home when your tenancy ends which means your home must be cleared of all personal items, belongings, furniture and household goods that do not belong to the Council.

15.5 Your home (including the garden, outbuildings) must be left in a clean and tidy condition upon termination of your tenancy. You must clear and dispose of all your belongings, furniture and personal effects including rubbish and debris from your home and gardens.

15.6 You must make good any damage to your home before ending your tenancy. Any alterations or additions that have been carried out to your home by you, your relatives or

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anyone living with you, must also be returned to their original condition prior to ending your tenancy if requested by the Council.

- 15.7 When your tenancy ends, your rights as a tenant will end and you must vacate the property.
- 15.8 If you go to court because of a divorce, a domestic dispute or a relationship breakdown, the court will decide whether to order the transfer of the tenancy to one or other of the partners. The tenancy rights will end for the other person who must leave the property.
- 15.9 In the event of the death of a sole tenant or remaining survivor, the life of the tenancy will come to an end. Further costs including rent and other tenancy charges will continue to accrue until the tenancy is effectively terminated. The tenancy may be ended sooner by an authorised representative at our discretion.
- 15.10 On termination of the tenancy you must not leave any goods or belongings in your home.

16. Notices

- 16.1 The Council may serve any notice on you at your home by putting the notice through the letterbox, by fixing the notice to your home, by leaving the notice with somebody for you which will be marked private and confidential, at your home or by sending the notice by post to your home. We may also serve the notice on you in person.
- 16.2 If you wish to serve any notice in connection with legal proceedings it should be served on the Council at:
- Parkside, Station Approach,
Burton Street,
Melton Mowbray,
Leics, LE13 1GH**
- 16.3 For all other notices e.g. Notice to Terminate or requests for permission, please contact Melton Borough Council at our Parkside office.

17. Data Protection

- 17.1 **The Council is bound by the provisions of the Data Protection Act 2018 and will safely manage and protect any information it holds about you.**
- 17.2 **The Council will use your personal information for all matters connected to your tenancy which will include (but is not limited to) the creation of tenancies, tenancy management including rent payments, allocations, repairs and enforcement. The Council will use the information you provide and ensure it is accurate by comparing**

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it to other information it holds and share your personal information (where applicable) to protect public funds and/or to prevent/detect crime.

- 17.3 The Council will only use your personal information when the law allows us to. Most commonly we will use your personal information under Legal Obligation as the processing is necessary for us to comply with the law.
- 17.4 The Council will also process your information under Public Task as the processing is necessary for us to perform a task in the public interest or for our official functions, because the task or function has a clear basis in law.
- 17.5 Other processing will be necessary for the performance of our Contractual obligations under any tenancy, lease, or any agreement between us.
- 17.6 The Council will contact you or send you surveys regarding service or support you have received from us or third-party service providers under Legitimate Interest because we use this information to audit our contractors and make improvements to its services.
- 17.7 The Council may share your information with other statutory organisations such as the Police, Government bodies and credit reference agencies for the prevention/detection of crime, data matching initiatives and/or where permitted by law.

Full details of how your information is used can be accessed on the Council's website:
www.melton.gov.uk

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18. Tenancy Agreement

This is a legal contract which sets out the terms and conditions of your tenancy which will be binding on you as the tenant(s). Please read it carefully to ensure that you understand each of the terms and conditions and what is expected of you. If you do not understand this agreement you are advised to seek independent advice or assistance from the Council as your landlord before signing.

This tenancy agreement is made between:

THE LANDLORD: Melton Borough Council of Parkside, Station Approach,
Burton Street, Melton Mowbray, LE13 1GH

THE TENANT(S):

The address of your home is:
.....
.....

Tenancy commencement date:.....

Start date of tenancy:.....

Tenancy Type: Introductory / Secure

The weekly rent and charges payable in respect of your home at the start date of this agreement shall be:



Charges	Amount
Net Rent	£
Service Charge	£
Total weekly rent charge	£

Please note that the above amounts are correct as at the tenancy start date. You will be given prior written notice of any variation to charges on the terms and conditions stated within this agreement.

Type and size of property:

Type: (house/flat/bungalow/)

No. of bedrooms:

Garden: No garden / front garden / rear garden / side garden*, shared access - ***Attached garden plan**

I/We agree to accept the tenancy of the above property on the terms and conditions set out in this tenancy agreement which I/we have read and understood.

I/We acknowledge receipt of a copy of this tenancy agreement.

Tenant: FULL NAME

Tenant: FULL NAME

Signed for and on behalf of Melton Borough Council

Signed:

Occupation:

Dated:

Signed:

Tenant(s):



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