

Tenancy Agreement

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Definitions

Assignment

The process of passing all your tenancy rights and responsibilities over to another person.

Assured tenancy

A tenancy granted by a registered provider (a housing association) which is similar to a secure tenancy.

Deed of assignment

The deed which is required to assign your tenancy to another person before the date your tenancy ends.

Demoted tenancy

A tenancy which was secure but which has been demoted by the Court on the application of the Landlord. The demoted tenancy will be similar to an introductory tenancy.

Fixtures and fittings

All fittings that have been installed at the property including those which become fixtures by becoming part of the premises e.g. laminate flooring, shower fittings appliances and including installations for supplying or using gas, electricity and water.

Furnished tenancy

A tenancy that includes a furniture package of carpets, curtains, electric cooker and fridge-freezer. You pay an extra charge for a furnished tenancy.

Garden

Lawns, hedges, flowerbeds, trees, shrubs, driveways, boundary walls and fences let with the property.

Improvement

Any alteration to the property that adds to its value and improves the property.

Injunction

A court order which might tell a person that they are not allowed to do something or that they have to do something.

Introductory tenancy

An introductory tenancy is a probationary tenancy for a period of 12 months (or longer if we extend it). If you break the conditions of your introductory tenancy, we can end the tenancy before you become a secure tenant. (See below for a definition of secure tenant.)

Local area

The whole of the estate the property is on, including privately-owned properties, housing-association properties and privately-rented properties.

Lodger

Someone who shares your home with you but does not have exclusive right to any part of your home.

Mutual Exchange

Your right as a secure tenant to exchange your tenancy with another secure tenant or with an assured tenant provided both parties have the written consent of their Landlord.

Neighbours

Your neighbours include everyone living in the local area, whether they own their homes, are council tenants or housing-association tenants.

Notice to quit

A written document your landlord gives you or you give your landlord which ends a person's occupation of a property on the date of the notice. These will only be used in cases where there is no tenancy in place.

Notice of seeking possession

A written document which states that your landlord may apply to Court to take back the property and sets out the reasons for doing this.

Notice of termination

A notice you give to your landlord to end your tenancy.

Property

The property this agreement relates to, including the garden if you have one.

Over occupied

This is where a property is overcrowded and the test for this is set out in the Housing Act 1985.

Relative

Your parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives, adopted children and in-laws.

Secure tenant

As a secure tenant you have the right to stay in your home unless a court grants an 'order for possession' of the property.

Shared areas

The parts of a building which all tenants can use – for example, halls, stairways, entrances, landings, shared gardens and landscaped areas.

Sublet

To allow someone the right to live in part of your home for a period of time in return for rent. They will usually do their own cooking and cleaning.

Succession

If you die, another member of your household can sometimes take over your tenancy. Only certain people have the right to do this.

Under occupied

This is where the property has more bedrooms than are needed for the household.

Vehicle

A car, bus, lorry, motorbike, bike, boat, caravan and so on.

We, us, our
Bury Council (the landlord).

Written permission

A letter from us giving you permission to do certain things. We will not withhold our permission unreasonably.

You

The tenant. In the case of joint tenants, 'you' means any one or all of the joint tenants.

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If you want to contact us for anything that you need our permission in writing for, or to give us notice in writing, please write to:

**The Chief Executive
Six Town Housing
6 Knowsley Place
Angouleme Way
Bury
BL9 0EL**

Please note, you can only give us notice that you are ending your tenancy in writing or by telephone.

You can phone us on **0161 686 8000**.

Or, you can e-mail us at: **enquiries@sixtownhousing.org**

We will consider your last known address to be the property this agreement relates to, unless you tell us that your address has changed.

We will send you all letters and notices which relate to this tenancy in the following ways.

1. Delivering it by hand to you in person or to any adult at your home.
2. Delivering it by hand to your home by posting it through the letterbox, leaving it at the property or by fixing it to any part of your home that this tenancy agreement relates to.
3. Delivering it to your last known address (if this is different from the address on this agreement) by posting it through the letterbox, leaving it at the property or by fixing it to any part of the property.
4. Sending it by recorded delivery or by first-class post to your home or your last known address or work address.

You agree that any notice we send you is valid if it is served on you in any of these ways.

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Section 1 General Information

This tenancy agreement sets out your rights and responsibilities as an introductory tenant, a secure tenant or demoted tenant of Bury Council. If you are an introductory tenant, your tenancy will automatically become a secure tenancy after one year, unless you break any of the conditions of the tenancy during the first year and we extend the period of your introductory tenancy or apply to the court to end your tenancy. Most rights and responsibilities apply to introductory and secure tenants, but we have made it clear if there is a difference.

Please tick the appropriate box:	<input type="checkbox"/> This is an introductory tenancy <input type="checkbox"/> This is a secure tenancy
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This is a tenancy agreement between us as the landlord, and you as the tenant.

1. Full Name	
Date of birth:	
National Insurance No.	

2. Full Name	
Date of birth:	
National Insurance No.	

3. Full Name	
Date of birth:	
National Insurance No.	

4. Full Name	
Date of birth:	

National Insurance No.	
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If this is a joint tenancy, the word 'you' means all tenants listed in this agreement.

The property let to you is:	
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The property has:bedroomsgarden (shared or sole)access(shared or sole)boundary fences (map attached)
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The tenancy is weekly and begins on (date) :	
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You must keep to the terms of the tenancy from this date.

You must pay rent starting from Monday (date) : for the week ahead.	
--	--

The following people will normally live in this property.

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	

National Insurance No.	
------------------------	--

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Full Name	
Their relationship to you	
Date of birth	
National Insurance No.	

Change of circumstances or details - You must tell us about any change in your circumstances or details as soon as possible after the change.

Changes you must tell us about include:

- if you change your name
- if you get married or enter into a civil partnership and live together
- if your husband, wife or civil partner dies
- you get divorced or your civil partnership ends and you no longer live together
- your children leave home
- you need any adaptations to your home

A civil partner is someone who has entered into a formal arrangement (known as a 'civil partnership') with a same-sex partner so that they have the same legal status as a married couple.

You must tell us if anyone named in this agreement leaves; dies or if someone new moves in. This includes any additional children you may have or children who leave home. These changes may affect any benefits you receive or the suitability of the property for your needs.

Section 2 Introductory Tenants

a This is an introductory tenancy until:

The tenancy will automatically become secure on	
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unless we have started court action against you to evict you (remove you from your home), or we have given you notice in writing to extend your introductory tenancy We will only do this if you have broken the conditions of this agreement.

We will visit your home within 4 - 6 weeks of you moving in to discuss how you are managing your tenancy and inspect your property. We will write to you telling you the date and time we will be coming. You must be available for this visit.

The tenancy will be reviewed with you before the following date unless the introductory tenancy has been extended. You must be available for this visit:	
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- insert date 7 months from sign up

b Introductory tenants only

Unless you are transferring, assigning or taking over a tenancy by succession from a secure or assured tenancy you will start your tenancy as an introductory tenant.

An introductory tenancy is a weekly tenancy which lasts for a trial period of one year (or longer if we decide to extend it). After the trial period, it becomes a secure tenancy if you have kept to all the conditions of your tenancy during the trail period.

By law, during your introductory tenancy, you do not have the same rights as a secure tenant. You:

- do not have the right to buy your home;
- do not have the right to exchange your home;
- do not have the right to sublet your home;
- cannot vote to change your landlord;
- cannot transfer or assign your tenancy to someone else (see section 3); or
- cannot assign an introductory tenancy unless the court has made a property adjustment order or an order for financial relief under a specific family and marriage law, or you assign it to a potential successor.

In certain circumstances, we may let you;

- take in a lodger;
- make alterations or improvements to your home.

However, you must get our written permission to do this first. We may refuse permission, if you do not meet certain conditions. Please ask us for more information. If you do not tell us your tenancy could be at risk.

c Extending or ending your introductory tenancy

If, during your introductory tenancy, you break any of the tenancy conditions listed in section 7a, we may:

1. deal with the matter informally;
2. give you a 'notice of extension' to extend your introductory tenancy by six months; or
3. give you a 'notice of proceedings' telling you that we are going to ask for a court order to take back your home.

Extending your introductory tenancy

If you break any conditions of your tenancy, under the Housing Act 2004 we have the right to extend your introductory tenancy by six months.

If we choose to extend your introductory tenancy we will give you a 'notice of extension' at least eight weeks before your introductory period ends. The notice of extension will list our reasons for extending your introductory tenancy.

In every case we will do our best to act reasonably.

Ending your introductory tenancy

If we choose to end your tenancy, we will give you a 'notice of proceedings' at least four weeks before your introductory tenancy ends. The notice of proceedings will list our reasons for ending your tenancy.

The court will give us a court order to end your tenancy as long as it is satisfied that we have followed the correct legal procedures. You will then be required to leave your home or we can apply to evict you (remove you from your home).

Asking for a review

If you receive either a 'notice of extension' or a 'notice of proceedings' you have the right to ask us to review our decision about giving you a notice.

You should get independent legal advice if we send you a notice. You can find details on how you do this on the notice.

If you want us to review our decision about a notice, you must follow the procedure set out in the notice.

You must do this within 14 days of us serving the notice upon you.

Section 3 Secure Tenancies

Most council tenants are secure tenants and are protected by the Housing Act 1985. This means that we cannot make you leave your home without getting a court order.

Assigning or transferring your tenancy

You cannot assign a secure tenancy unless one of the following applies:

- You complete a deed of assignment as if you were exchanging (swapping) your tenancy with another of our tenants;
- A court order has been made against you under a specific marriage and family law (plain English statement); or
- You assign (swap) your tenancy to someone who has the right to take over the tenancy by succession (see section 8).

In all cases, you must complete a deed of assignment and we must give you our permission.

Please contact us if you want more details about assigning your property.

Joint tenancies

If you are a joint tenant you are individually responsible for the whole tenancy. This means that, if you miss your rent payments, you are responsible for the full amount that is due. The same condition applies if you break any of the other conditions of your tenancy.

Section 4 Demoted Tenancies

Under the Housing Act 1986 as amended by the Anti Social Behaviour Act 2003, we can apply to the court for a demotion order which will change your tenancy from a secure tenancy to a **demoted tenancy**. We will serve a notice of proceedings before we serve a demotion order on you giving you our reasons for applying for a demotion order. This notice must be served on you before we can start court action.

If we are granted a demotion order, the demoted tenancy agreement will have the same terms as an introductory tenancy agreement as well as any conditions the judge says you must keep to as part of the demotion order.

We may apply any other terms of the tenancy which applied before the demotion order, by giving you a statement of those terms. However, we cannot create or use new terms which were not in the previous terms of the secure tenancy.

The court can only grant us a demotion order if you, or any other person you live with or who visits you:

- behaves antisocially, or causes a nuisance to, or annoys someone; or
- uses, or threatens to use, the property for unlawful purposes such as handling stolen goods; and
- it is reasonable to make the order.

If the court grants a demotion order, the demoted tenancy will usually last for 12 months unless:

- the court cancels the demotion order;
- we or you end your tenancy;
- you die and there is no-one entitled to take over the tenancy by succession.

Ending your demoted tenancy

If you break any of the conditions of the demoted tenancy, we may choose to end the tenancy. In these circumstances we will give you a **'demoted notice of proceedings for possession'** at least four weeks before your demoted tenancy is due to end. This notice will list our reasons for applying to end your tenancy.

The demoted tenancy will then continue until either:

- we withdraw the notice of proceedings;
- six months passes and we have not started the process of taking back your home; or
- the proceedings are issued within six months and the court decides that you can stay in the property.

By law, if the court grants us a possession order we could evict you from (make you leave) your home. Before the court will make an order for possession, it must be satisfied that we have acted in line with our procedures.

Asking for a review

If we give you a **'demoted notice of proceedings for possession'** you have the right to ask us to review our decision.

In these circumstances, you should get independent legal advice. If you want to ask us for a review, you must follow the procedures set out on the notice and within 14 days of us serving the notice upon you. For more information, see our leaflet about demoted tenancies.

Section 5 Rent and Other Charges (for secure, demoted and introductory tenancies)

a Paying your rent

You must pay your first week's rent when you sign your tenancy agreement (including any service charges and support charges)

The amount you must pay us each week:	£
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Paying rent and other charges is one of your most important responsibilities. Your weekly rent and other charges are due on (or before) Monday each week and you must pay **on time**. If you do not pay your rent you could lose your home.

The amount you must pay each week is made up as follows.

Rent:	
Heating charges:	
Service charges:	
Furniture charges:	
Support charges (see below):	
Total:	

Support charges could be made for example for services provided in sheltered accommodation or home support services.

b Rent and other charges

You must pay your rent and all other charges **for the whole property** on time, every week unless we have agreed that you can pay them at

another time, for example, every month. If you pay monthly, this must be on time for the month ahead.

There are some 'rent-free' weeks when you do not have to pay any rent – we will give you details of this. If you owe us rent you must continue to pay us in these 'rent free' weeks, until you have paid what you owe.

If you are a joint tenant, you are responsible for all of the rent and all the other charges, and for unpaid rent should you fall behind with your rent payments. We can claim back all the rent that you owe for your home from any or all of the joint tenants.

If you do not pay the rent and other charges on time, or do not keep to an agreement to pay, we will take legal action to claim back what you owe us and you may lose your home.

If you receive any welfare benefits you must pay us the full amount of rent and any service charges due for your home every week on time. If your benefits do not cover your full rent, you must pay us the rest.

We can also claim back any rent or money you owe from any previous homes where you had a tenancy with us. We can make arrangements with you to pay the amount you owe.

c Increasing your rent and other charges

We will give you at least four weeks notice in writing if we are going to change your rent. However, we have the right to increase other charges with less notice.

d Other information about charges

We will charge you for all our legal costs set by the court if we take action against you.

You must pay us any amount shown in this agreement or that we give you written notice about after the start of your tenancy.

e Refunds

If we owe you any money, such as compensation (for example, for something we have not done) or decoration vouchers, we will first use this money to pay any rent or any other charges you owe us before we give you a refund.

If you pay more money into your rent account than you need to (it is in credit) you may ask us for a refund.

If you want to apply for a refund please contact us and provide us with your bank details.

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Section 6 Ending Your Tenancy (for secure, demoted and introductory tenancies)

a Ending your tenancy

When you decide to end your tenancy and move out of the property you must:

- give us four weeks notice that you want to leave the property (this can be in writing or you can phone us or call at our offices but we do not accept email or text);
- allow our employees and contractors to enter the property at reasonable times to inspect it (we will give you at least 24 hours' notice of this visit);
- allow our employees and contractors to enter the property at reasonable times to complete any repair or improvement work needed. We may also ask you if we can bring new tenants to view your home (we will give you at least 24 hours' notice of this visit);
-
- pay your rent until the day your tenancy ends;
- let us have your new address;
- give us all the keys to the property either before or on the day your tenancy ends including key fobs for shared areas, garage keys and any door-entry fobs;
- pay all the rent and other charges up to the date of the end of your tenancy (after your tenancy ends, we will take any rent and other charges you have not paid from any money we owe you);
- remove all your furniture and belongings from the property (we will get rid of any items you leave behind and charge you for doing this);
- remove all rubbish from inside and outside the property (if we have to do this for you we will charge you);
- make sure all the fittings and fixtures you have installed with our permission and which you are leaving in the property are in good working order (if you are not sure about this contact us to discuss the matter to avoid any unnecessary costs);
- replace or repair broken items which belong to us (we may charge you if we have to replace or repair anything);

- leave the property clean and tidy (we will charge you if we have to clean your property);
- clear your own loft space;
- leave all furniture we provided you with in the property, if you have a furnished tenancy;
- make sure the gardens are clear of any rubbish and are tidy, and leave your bins inside the property (we will charge you if we have to clear your garden);
- make sure everyone leaves the property when you move out; and
- make sure there are no pet(s) left in the property.

If you return the keys without telling us you want to end your tenancy, we will assume you want to end your tenancy and we will charge you up to four weeks rent.

We will charge you if we have to do any of the above work for you.

There are rules about who can have another council property in the future. Examples of why you may not be offered another council home include:

- you are evicted;
- you abandon your home (leave without telling us or returning the keys);
- you leave your home owing rent (without making an agreement to pay back what you owe); or
- you leave your home in poor condition without paying for the repair or replacement of any damaged areas.

If you die

If you die, a member of your family can contact us to arrange a shorter or longer tenancy end date. However, if your family request an extended period, the rent will be due until the tenancy is terminated.

Please see section 8 about succession which is when another member of your household may be allowed to take over the secure tenancy if you die.

Joint tenancy

If you are a joint tenant, your tenancy will end if one of you gives us notice to end it. We will decide whether to give the remaining occupier or occupiers a new tenancy, offer them another property or ask them to move out. If you are a joint tenant you do not have an automatic right to stay in the property once one of the other joint tenants has ended the tenancy.

b Abandoning your tenancy

If you abandon your tenancy (leave the property) and do not return the keys to us or give us notice that you are leaving, we will serve a notice of possession (at the address shown on this tenancy agreement) to end your tenancy. If you do not contact us within 28 days of the notice to tell us you still want to stay in the property, we will apply to the court to take possession of the property and remove all the items you have left in the property. We will also charge you for removal and/or storage of these goods, for changing the locks and for any other work that we have to carry out.

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Section 7 Our Rights

a Secure tenants only

We will not interfere with your right to live in the property, as long as you keep to the conditions of the tenancy. We cannot end your tenancy without getting a court order.

We can only get a court order for certain reasons (known as 'grounds for possession'). These are set out in the Housing Act 1985 (as amended), and are summarised below.

b Grounds for possession

We could repossess (take back) your home for the following reasons;

- You do not pay your rent or you break some other condition of your tenancy (if you do not pay your rent, we will ask you why and will try to help you by giving you advice);
- You cause a nuisance to or annoy your neighbours, or are convicted of using the property for illegal or immoral purposes;
- You use violence or threaten to use violence against someone else;
- You do not keep the property, fixtures, fittings and furniture in a good state of repair;
- You got the tenancy by giving us or allowing someone on your behalf to give us false information;
- You give or receive any money for exchanging your tenancy with another tenant;
- You are living in a property which is within the boundaries of a building we own or run (such as a school or social-services home), you are employed by us and your behaviour is not acceptable and it would not be right for you to continue living in the property;
- You refuse to leave a property which we have offered you temporarily while we carry out work to your usual home; or
- You do not allow us into your property to service the gas appliances or carry out routine electrical or other inspections.

c We may apply to court to repossess your home, but provide you with other suitable accommodation if we need to take back your home for any of the following reasons:

- By law, we consider your property is overcrowded (there are too many people living in it);
- We want to knock down, rebuild or carry out work to your home or to the surrounding land and cannot do this while you are living there;
- You are living in a property that is in an area included in a redevelopment scheme approved by the Secretary of State, and we plan to give the property to this scheme;
- You no longer work for us but live in or within the boundaries of a building or cemetery we own or run and we need to let the property to a new employee;
- You are living in a property which has been adapted for someone who has a disability but the person with the disability no longer lives there and we need the property for another person with a disability;
- You are living in a property which we let to people with disabilities and is near a children's or adult's care service but there is no longer anyone living in the property with those disabilities and we need the property for someone with disabilities ; or
- You took over the tenancy after the previous tenant died, and you were not the previous tenant's partner, and the property is larger than you reasonably need. (We can only use this reason between six and 12 months after the previous tenant died.) The court will take account of things such as your age, how long you have lived in the property and the support you gave the previous tenant.

Section 8 Your Rights **(for secure, demoted and introductory tenancies)**

a Your rights as a tenant

Right to repair

There are certain circumstances when you can arrange your own repairs. For details of the right-to-repair scheme, please contact us and ask for the leaflet 'Your right to repair'. This leaflet explains your rights and what you should do.

Lodgers and changes to members of the household

You can take in a lodger without our permission except in the following circumstances when you must ask our permission:

- If you are an introductory tenant;
- Your home may become overcrowded;
- You live in sheltered accommodation;
- You have been re-housed as a result of domestic abuse from that person;
- The person whom you wish to move into your home is subject to or has been subject to court proceedings issued against them by us in relation to housing matters.

If you take in a lodger it might affect any claim you make for any welfare benefits. Lodgers must also keep to the conditions of the tenancy agreement and we will take action against you if they do not.

You must give us details of anyone who lives in your property.

Succession

If you die, someone else can succeed to (take over) your tenancy if they qualify. A person only qualifies to take over your tenancy if they live in the property as their only or main home when you die and they are your husband, wife or civil partner, or another member of your family and they have been living with you for at least 12 months before you die. If the property does not meet or exceeds the housing needs of the person taking over the tenancy, we have the right to offer them another property. Your tenancy can only be succeeded to once. If someone

applies to take over your tenancy they must apply in writing within one month of your death. If no-one applies to take over your tenancy within one month of your death, we will end the tenancy. If you die while you are still an introductory or demoted tenant, the person who succeeds to your tenancy will also be an introductory or demoted tenant and will only become a secure tenant on the date shown in section 2. If more than one person qualifies to take over the tenancy, we will decide who is the most suitable person to be the tenant. Please contact us for more information about who may qualify to take over your tenancy, and some special conditions for different types and sizes of properties.

Consulting you

You have the right to be consulted on any changes we make to the conditions of your tenancy. Your tenancy handbook tells you more about how we do this.

Improvements

You have the right to carry out alterations and improvements such as installing a shower and fitting new kitchen units. You must get our written permission for all alterations and improvements. Please contact us for more information.

If we refuse to give you permission for any alterations and you have already started the work, you must stop the work immediately. You must also put the property back to its original condition if we ask you to.

Compensation

When your tenancy ends, you may qualify for compensation for improvements you have carried out to your home. We will only pay this compensation when the tenancy ends and where we have agreed there have been improvements made. Please contact us as soon as possible when you are considering making improvements to your property.

Right to information

You have the right to see any information we have about you and your tenancy. You will not be allowed to see any information that:

- is not about you;
- is confidential; or
- someone else has given us.

Data protection

Under The Data Protection Act 1998 and our own Data Protection policy on confidentiality, we will treat any information you or someone else gives us about you with respect.

We will however, give other people or organisations your information if, by law, they are entitled to see it. We keep to the Data Protection Act 1998 when we deal with your personal information.

Right to complain

Please contact us if you are not happy with the standard of our services, if you think we have done something wrong or if we have not done something we should have. If you would like to complain you can do this in a variety of ways. Please see our complaints and compliments leaflet or contact us for more details.

Tenants' and residents' groups

You can join an existing local tenants' and residents' group or you can start one. Please contact us for more information.

b Your rights as a secure tenant

Security of tenure (secure tenants only)

You have the right to live in the property as long as we do not have any grounds for possession (see section 7), as set out in the Housing Act 1985 (as amended).

Right to buy (secure tenants only)

You have the right to buy your home under the right-to-buy scheme, though there are certain limits. If we are taking legal action against you for antisocial behaviour we may choose to suspend your right-to-buy application until the matter is sorted out. Please contact us or see your tenant handbook for more details.

Subletting (secure tenants only)

You have the right to sublet part of your property, but you must get our written permission first. Subletting means that someone lives with you who was not part of your household when you first moved in. They must

pay you rent and have the right to live in a separate part of your home. They will usually do their own cooking and cleaning. You cannot sublet the whole property. If you sublet part of your property it might affect any claim you make for welfare benefits.

Stock transfer (secure tenants only)

You have the right to vote in a ballot about any plans we have to change your landlord.

Right to mutually exchange (secure tenants only)

If you are a secure tenant you have the right to mutually exchange your home with another tenant of Bury Council, a registered social landlord or another local council. You must get our written agreement first. Please contact us if you want to exchange properties.

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Section 9 Repairs

(for secure, demoted and introductory tenancies)

a Repairs - our responsibilities

You must report faults and any repairs that are needed immediately. This includes problems with other tenants' homes that are causing damage to your home.

You must not delay in reporting any faults that would damage another property such as allowing water to leak into other property causing unnecessary damage. If you do, we may charge you for the cost of any additional damage caused as a result of the delay.

We are responsible for repairing and maintaining the following.

The structure and the outside of the property including:

- the roof;
- chimneys;
- ceilings;
- pipes;
- drains, soil and waste pipes;
- inside and outside doors;
- gutters and down pipes;
- floors;
- window frames;
- steps and stairs;
- paths to the front door and one row of flag stones around the building;
- plastering inside and rendering outside;
- walls; and
- kitchen and bathroom fixtures.

(See your tenant handbook for more details.)

Shared areas including the following:

- Stairways;

- Walkways;
- Windows;
- Doors and door-entry systems;
- Lifts;
- Rubbish chutes;
- Shared television aerials;
- Shared lighting;
- Common rooms;
- Paving; and
- Entrance halls and landings.

Services that we have installed including:

- electric wiring;
- electric sockets;
- light fittings;
- gas and water pipes;
- heating equipment (such as fires, radiators and storage heaters); and
- water-heating equipment (such as boilers and immersion heaters).

Maintenance

We will decorate the outside of the property and any shared areas during other planned maintenance work we have to carry out.

We will maintain all the fixtures and fittings in your property unless they belong to you.

We make certain types of repair work a priority depending on the type of repair.

You can find more details in your tenant handbook.

We do not have to rebuild your home if it is destroyed by a fire, storm or any other similar disaster, however, we will provide you with suitable alternative accommodation where required.

b Repairs – your responsibilities

You are responsible for repairing or replacing any items that you, your friends and relatives, children, pets or any other person living at or visiting the property have damaged.

You are also responsible for maintaining, repairing or replacing:

- fuses;
- toilet chains;
- small cracks in the plaster;
- garden fences and gates;
- any pipework you have installed (such as connections to washing machines, showers or gas fires);
- fixtures, fittings and appliances you have added;
- fixtures, fittings and appliances you have damaged;
- plugs for sinks and baths;
- door chains and letter boxes;
- television aerials (unless we have provided a shared aerial);
- inside decoration (for health and safety reasons you must not paint gas fires and boiler casings); and
- locks and window panes under certain conditions (please see section 9d).

c General repairs that you must pay for

We have the right to repair and charge you for any damage you cause including:

- alterations you have made without our permission or that are not to a suitable standard;
- if you or someone else living with you or visiting your property deliberately damaged or neglected your home;
- repairing your drains if you or anyone living with you or visiting your property caused the blockage by neglect or carelessness; and
- cleaning up after your pet(s), including controlling pests such as fleas, and repairing any damage they have caused.

d Repairs to doors and windows that you must pay for

We will charge you if we have to get into the property or replace the locks because you have:

- lost your keys; or
- locked yourself out by leaving your keys in the property.

We may also charge you for the following:

- Boarding up and replacing doors and windows, unless the damage was caused as a result of a serious crime by a person other than you;
- Windows which you have not repaired and reglazed within four weeks of them being broken. We will carry out these repairs and may charge you the cost of boarding up and reglazing the windows; or
- The cost of dealing with repairs that we later find are your responsibility.

We have a standard call-out charge if you ask us to carry out an emergency repair that is your responsibility. Please contact us for more information about this.

e Improvements and alterations

You have the right to carry out improvements and alterations to your property **but you must get our written permission first**. Please contact us for more information. You may need to get other types of permission too, for example, planning permission and building regulations approval.

Please ask us for advice.

Some examples of improvements or alterations which you need to ask us about include but are not limited to:

- Artexing walls and ceilings;
- Tiling floors or walls;
- Laying laminate flooring;
- Installing fitted kitchen units;
- Fitting a bathroom suite or an electric shower;

- Replacing inside and outside doors;
- Removing inside walls or building partitions;
- Building fireplaces or fire surrounds, including replacing or installing a gas or electric fire;
- Fitting wood panelling or cladding;
- Fitting built-in wardrobes or cupboards;
- Putting up wall lights and ceiling lights, and changing electrical wiring;
- Altering the central-heating system, for example, pipe work and radiators;
- Building sheds, garages, greenhouses, outhouses and decking;
- Fitting closed-circuit television systems (CCTV); or
- Fitting security alarms.

This is not a full list so please check with us about any alterations you want to make. When you apply to carry out an improvement or alteration, we may need to get into your property so that we can decide whether you can go ahead.

If you have carried out improvements to your property without our permission, we may ask you to put the property back to its original condition. You may have to pay for the cost of this work if we have to do it for you.

f More information about repairs

- You must not attach or use ceiling fans in rooms where there is also a gas fire fitted.
- If you have fitted anything that prevents us getting access to your home or any part of it to carry out any necessary work, it is your responsibility to remove it so we can carry out the work. For example, you may have to take up laminate flooring if we need to get under the floorboards, and you will be responsible for relaying the floor after we have carried out any work.
- If we make improvements to your home, we will try our best to match our work to the existing decoration in your home. We will assess each case and decide whether we are going to redecorate for you or make a contribution to your redecorating costs.

- You must not paint boiler casings, electric storage heaters, gas fires or heaters.
- You must not damage your property or put your neighbours in danger when installing temporary festive lights or decorations inside or outside your home. You should only put up lights or decorations for things like Christmas, Divali and so on, for as long as that particular festival lasts. Any lights or decorations you put up must meet British Safety Standards.

If we have to remove decorations for you after any festival has finished we will charge you for this and any repair work we need to carry out to your property as a result.

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Section 10 Your Responsibilities (for secure, demoted and introductory tenancies)

a Access

You must allow us, or anyone working on our behalf, into your property to inspect it or carry out repairs and improvements. This will include taking photographs to update information needed by us about you or our property that you live in.

We will need access to carry out the following:

- Inspect the condition of our property and make sure the details we hold about your home and the people that live there are correct;
- Inspect adaptations or carry out work required before you terminate or leave your property;
- Carry out any repairs to our property;
- Carry out any repairs to a neighbour's home or to repair drains, paths, corridors, fences or any other structure or service you share with other people;
- Carry out any work to put right anything in your home which may cause a risk to your health or to the health of others;
- Improve your home such as replacing any equipment we have provided for supplying your heating and hot water, or improving the insulation or roofing;
- Service your gas appliances at least once a year; and /or
- Meet any other responsibility as your landlord.

This is not an exhaustive list.

You must allow us into your property during normal working hours. We will try to give you 24 hours' notice if we need to get into your property. If you do not let us into your property after we have given you reasonable notice we can seek a court order against you to allow us to get into your home and we will charge you the cost of this action. If you do not allow us access in these circumstances we will take action and you may lose your home and/or be sent to prison.

In emergencies, we may need to get into your home immediately. If you do not let us in you could be putting yourself and your neighbours at risk.

We carry out visits to your home on a regular basis to make sure that our properties are being lived in by the right people; the information we hold about you and your family is correct and that the property is being kept in good condition. We will take a photograph of you when you sign for your home and attach this photograph on your tenancy agreement, stored on our computer system, which we will inspect as part of the tenancy visit. If we do not have an up to date photograph of you, we will ask for photographic identification such as a driving licence or passport during the tenancy visit. This will help us to identify people who should not be living in our properties and tenants who have sublet their homes illegally. We will not share your photograph with anyone else unless we have to by law. We will also ask you for information about your household and tenancy during this visit to ensure our records remain up to date.

We have the right to inspect your property, or any furniture and fittings we supply under the furnished tenancy scheme, if we give you reasonable notice in writing.

b Gas and electrical inspections

You must let us into your home to service your gas appliances and carry out routine electrical inspections. We will give you reasonable notice.

If you do not let us or our contractors in, we will take legal action against you to allow us access into your home. If we take legal action, we will charge you the cost of this action.

You (or anyone living with you or visiting your property) must not:

- tamper with gas or electricity supplies;
- tamper with the meters;
- by pass the meters in order to steal electricity; or
- use halogen lighting and reflective tents so as to create a potential fire hazard.

c Healthy and safe environment

You must keep our property, the garden and the area around it clean and tidy and free from bad smells, rats, mice and other pests. You must make sure that any rubbish is removed from your home as soon as possible and put in the areas, containers or recycle bins that have been provided. If you do not, we may arrange to get into your property to clean it and remove the rubbish, if necessary. We will charge you for any work we have to carry out. Or, we may take court action to get an injunction order or possession order against you and we will charge you the cost of taking this action.

You must not throw or leave any rubbish in any shared hallway, corridor, garden or other communal area or on any other resident's property. We work with Environmental Health to take action against fly tipping and keep our estates clean and safe for all residents.

d Aerials, closed-circuit television (CCTV) or flag poles

You must not put up a CB, radio aerial, satellite dish, closed-circuit television camera, microphones or recording equipment or similar item such as a flag pole unless you have our written permission. You are responsible for repairing and maintaining your own TV aerial unless we have provided you with an aerial system you share with other tenants. If any damage to the property is caused as a result of the installation or removal of such items you will be responsible for the cost of the repair.

e Spending time away from home

You must write and tell us if you are going to be away from the property for more than 28 days or if the property is regularly empty during the week, for example, because you work away from home. If you do not tell us that you are going to be away for 28 days or more we will assume you have abandoned your home. We will then take legal action to take back possession of your home. If you subsequently return prior to a possession order being obtained you will be responsible for our legal costs.

f Your main home

You must live in the property as your only or main home. If you do not, you will no longer be a secure tenant and we may be entitled to take back your home.

g Garden

You must keep your garden tidy by regularly cutting the lawns and trimming the hedges and bushes. If the garden is overgrown and there is not a good reason why you have not maintained it, we may do the work and charge you for it. Or, we may take court action against you and charge you the cost of this action.

You must not keep rubbish, furniture, vehicles, household appliances or any other article such as food which would cause bad odours or encourage vermin in the garden area that may effect the quality of life for those in the local area. We will give you seven days' notice to remove the items. If you do not remove them within seven days, we may do it for you and charge you. Or, we may take court action against you and charge you our costs.

h Fences, hedges and trees

You must not remove, alter, replace or plant any hedge or tree, or put up a fence, without getting our written permission. Hedges should not be more than two metres high. You must not allow them to overhang into any other property or onto any pathway.

Fences should not be more than one metre high in the front of the property and two metres high at the back of the property.

i Garages, sheds, greenhouses and other structures

You must not build or put up any garage, shed, greenhouse or similar structure unless you have our written permission. If you do we may ask you to remove it, or we will remove it for you and charge you.

j Syringes

You must not leave used syringes in areas where anyone may come in contact with them. Get rid of used syringes safely. Please contact Environmental Health on **0161 253 5000** for more details.

k Shared areas

You (or anyone living with you or visiting your property) must keep all shared stairways, halls and landings clean and clear of rubbish and other items. You must not use these areas for storage. This is a fire safety requirement and if you obstruct these areas you will be breaking the law.

We will remove anything you leave in these areas and charge you for doing this. Or, we may take court action against you and charge you the cost of this action.

You must keep any area we have set aside for keeping household rubbish or bins clean and tidy.

You (or anyone living with you or visiting your property) must not tamper with security and safety equipment in shared blocks – you should not prop doors open or leave them on the latch and you should not let anybody you do not know into the block without seeing their identification.

You must not tamper with or alter lighting or other fixtures, fittings or equipment in any shared area or lift.

You must not tamper with any post or items which do not belong to you.

You (or anyone living with you or visiting your property) must not use the shared areas for any illegal activity such as selling illegal substances, storing stolen goods or prostitution.

You (or anyone living or visiting you) must not cause any nuisance; drink alcohol; use illegal substances or make excessive noise in any shared area.

You must not use any shared loft space for storage of any items.

You must not keep any mobility scooter in any shared area.

No smoking

You (or anyone living with you or visiting your property) must not smoke anything, including cigarettes, e-cigarettes, pipes, cigars and herbal cigarettes, in enclosed public spaces. This includes shared areas of flats and sheltered housing such as stairways, community rooms and lifts and any other shared area. This means if you do smoke in these areas, you will be committing a criminal offence and breaking your tenancy agreement.

I Vehicles

You, or anyone living with you or visiting you, must not do any of the following.

- Park any vehicle anywhere on the property unless the property has an approved hard standing (a driveway or paved area for parking) with a dropped kerb. (Please contact us for more details if you want to build a hard standing.)
- Park any motor home, caravan, boat or trailer within the location of the property unless you have our written permission.
- Park any vehicle over 1.5 tonnes in weight at the property or on any land we own.
- Park any vehicle on grassed areas, including grass verges.
- Receive payment for repairing any vehicle at the property.
- Carry out major repairs to any vehicle at the property or on the road around your property.
- Park any vehicle which is illegal or is not roadworthy (a vehicle which has been stolen, does not have a current MOT certificate or has not been taxed) on any land we own. If you do, we will ask you to remove it within seven days of us giving you notice. If you do not remove it, we may ask someone to remove it on our behalf and we will charge you the cost of doing this. Or, we may take court action against you and charge you the cost of this action.

- Keep motorbikes or other vehicles inside the property or in the shared areas.
- Park vehicles where they block the road for other people, including the emergency services.
- Drive cars, motorbikes, mopeds, quad bikes, mini motorbikes or any other motorised vehicles in the area around your property or your estate so you cause a nuisance to or distress to or intimidate other people.
- Play loud music from your vehicle or any vehicle visiting or connected to your property.

m Materials which could catch fire

You (or anyone living with you or visiting your property) must not keep any dangerous materials, bottled gas, paraffin or petrol in your home or in any shared area.

You can keep a small amount of petrol to use in a lawn mower or similar garden tool but you must store it in a proper container and keep it in a locked shed or similar structure.

You must not use portable gas heaters at the property without our written permission.

n Business

You must not use the property for running a trade or business without having our written permission and applying for, and receiving, planning permission from the council.

We will not withhold our permission unreasonably but we will not give you permission to run a business from your home if we feel this may cause a nuisance to or annoy others or might damage the property.

You must not display any notice or sign about your business. If you share any areas of your property with other people, you must not use these areas in a way which puts their safety at risk.

o Pets and animals

The number of animals you keep must not cause suffering to the animals, cause a nuisance or be unsafe to your household or your neighbours.

You must not keep any animal in your property which we feel is unsuitable. Please contact us if you are not sure whether an animal is suitable.

Unsuitable animals include any animal the law classes as dangerous and may include the following:

- Wild animals
- Poisonous insects and spiders
- Any snakes
- Poisonous fish
- Crocodiles and alligators
- Livestock such as horses, sheep and cattle
- Dogs covered under the Dangerous Dogs Act

If you want to have a dog or a cat in a flat or maisonette with a shared entrance, you must have our written permission first.

You do not need our permission for:

- a guide dog for a person who is registered blind;
- a registered hearing dog for a deaf person; or
- a specially trained dog for a physically disabled person.

You must not breed any animal for commercial gain. This may be seen as running a business and may affect your benefits.

If you want to build an aviary, you must have our written permission.

If you want to keep a pigeon or pigeons in a pigeon loft, you must get our written permission. If we give you our permission, we may set

conditions that you must keep to. If you do not keep to the conditions, or the pigeon(s) causes a nuisance to other people, we will ask you to remove the pigeon(s).

You are responsible for controlling your pet or pets and your visitors' pet or pets.

You must not allow any animal you keep at the property to cause a nuisance to anyone in the local area, or to our employees, agents and contractors.

You should not leave your pet or pets in the property when you are away from your home for more than 24 hours unless you have made clear arrangements for someone else to look after your pet or pets while you are away.

You must always keep your dog or dogs under control and never let them out of your property on their own – this includes on shared balconies and stairways.

You must not allow your dog or dogs to bark continuously or behave in a way that could frighten or cause a nuisance to other people.

You must clean up after your animal in your property and in the shared areas of the property. If you exercise your animal in your garden or in the local area you must hygienically remove and get rid of any mess they make immediately. You must not allow your animal(s) to become a health or noise nuisance.

If we have to fumigate or clean your home or the surrounding area due to any animal you keep we will charge for this service.

We can withdraw permission for you to keep a pet or any animal at any time if we think it is reasonable to do so.

Section 11

Antisocial behaviour & neighbour nuisance (for secure, demoted and introductory tenancies)

a What we will do

We will try to make sure that you can enjoy your property and do not have to put up with nuisance from your neighbours or their visitors causing problems in the local area.

If you report antisocial behaviour, we will give you help and advice. We will look into your complaint, keep you up to date with progress and, where necessary, take appropriate action to deal with your problem. We will ask if you have tried to resolve the issues between yourselves before suggesting mediation which will help you and your neighbour find a solution to the problem. Mediation involves an independent person, who does not work for us, talking to all the people involved in a disagreement.

We will try to help you to solve your problems reasonably but we will take action quickly when this is not possible and in more serious cases.

In all cases we will keep you up to date with our progress.

Your responsibility

You are responsible for:

- your own behaviour;
- the behaviour of all people living with you;
- the behaviour of all your visitors; and
- how your pet or pets behave.

b Legal action

We may take legal action against you if you (or anyone living with you or visiting you) harass or victimise other people, or break any condition of this tenancy agreement by behaving in a way that causes a nuisance or annoyance to other people in the area.

We will take legal action against you if you use the property for immoral or illegal purposes or are convicted of an offence you committed at the property or within the surrounding area or estate. This includes but is not limited to:

- misusing drugs or alcohol;
- using the property for growing or supplying drugs or any other controlled substance;
- storing or dealing in child pornography; and
- storing or handling stolen goods.

If we take legal action against you we will charge you the cost of this action.

If your home is damaged as a result of a legal forced entry by the Police or any other public officials, we will charge you for the cost of repairing the damage.

We will consider a number of legal procedures to sort the situation out and to allow you to continue to live in your property. However, we will assess how effective these procedures are and how serious the situation is when we decide whether we should start legal action to take back your home.

If we evict you because of nuisance or antisocial behaviour, domestic abuse or hate crime we may not be responsible for finding you a new home.

c You, anyone you live with or anyone who visits you, must not behave antisocially or cause a nuisance to others in the local area, whether at your property or in the area around your property including your estate.

You must not commit, and must not allow others living in, using or visiting your home to commit any intimidating or threatening behaviour towards other tenants, residents or our employees, agents or any other persons acting lawfully or in their normal course of business, whether this is at your property; within the locality of your property including your estate or at any public, community or commercial building within Bury. This also includes physically assaulting any person detailed above. Examples of nuisance and antisocial behaviour include but are not limited to, the following.

You, or people living in or visiting your home, must not:

- play loud music or use a television/computer or other electronic equipment to the annoyance of your neighbours;
- use foul and abusive language to the annoyance of your neighbours;
- allow dogs to bark continuously, foul the neighbourhood or roam around on their own;
- slam or bang doors to the annoyance of your neighbours;
- use violence or threaten to use violence;
- deal drugs;
- play ball games close to a neighbour's home or in a public area causing a nuisance;
- dump rubbish in the neighbourhood or on your neighbours' property;
- harass someone because of their race, religion or belief, gender identity, sexuality or disability;
- use or carry offensive weapons in the local area;
- damage, or threaten to damage, your own or another person's home or belongings;
- spray or write graffiti;
- carry out major repairs to vehicles;

- throw items out of windows or off balconies;
- cause nuisance as a result of misusing alcohol or drugs;
- carry out DIY (home maintenance) and housekeeping activities (such as vacuuming) at unreasonable times;
- break shared security rules, for example, allowing strangers to get into the building or leaving shared doors unlocked;
- carry out any act that interferes with the peace or comfort of another person;
- carry out acts of prostitution;
- deal in child pornography;
- throw fireworks or allow fireworks to cause a nuisance or distress to other people; or
- drive vehicles on our estates in a way which would cause a nuisance to, distress or intimidate other people.

d Absolute Grounds for Possession

We will seek to take possession of your property or take other legal action if;

- i) you (or anyone living in or visiting your property) is;
- convicted of a serious criminal offence at the property, or
 - found by a court to have breached an injunction to prevent anti social behaviour, or
 - convicted of breaching a criminal behaviour order;

And

- the offence/breach has occurred in the locality of the property; and/or
 - affected a person with the right to live in the locality of the property; and/or
 - affected the landlord or staff or agent acting on their behalf
- ii) you (or anyone living in or visiting your property) are convicted of breaching a noise abatement notice/order relating to the property
- ii) the property is or has been subject a closure order and access to the property has been prohibited for more than 48 hours.

e Asking for a review

If you receive a 'notice of proceedings' for possession on absolute grounds for anti-social behaviour, you have the right to ask us to review our decision to seek possession of your property. If you want us to review our decision, you must follow the procedure set out in the notice.

A request for a review must be made in writing and within 7 days of the notice being served upon you.

You should get independent legal advice if we send you a notice. You can find details on how you do this on the notice.

f Domestic abuse

You must not use violence or abuse to any other person who lives in your home. You should not argue with other people you live with where it causes a nuisance to, or annoys or distresses your neighbours. This includes, but is not limited to:

- using or threatening to use physical or sexual violence, mental, emotional or sexual abuse; or
- arguing in a way which causes a nuisance to or annoys your neighbours.

In these circumstances we would take legal action as set out in 11b.

g Hate crime

You (or anyone living with you, or visiting your home) must not harass, threaten or physically assault any other person for any reason.

Examples of harassment include:

- racist behaviour or language;
- using or threatening to use violence;

- using abusive or insulting words or behaviour;
- damaging or threatening to damage another person’s home or belongings;
- writing threatening, abusive or insulting graffiti or material; and
- doing anything which interferes with the peace and comfort of other people.

You must not take part in any hate crime. A hate crime is any incident where the victim or any other person has been discriminated against because of their disability, religion or belief, gender identity or sexuality.

You must also not take part in any racist actions or behaviour. A racist incident is any incident, where the victim or any other person has been discriminated against because of their race or ethnic origin.

In these circumstances we would take legal action as set out in section 11b.

All Tenants

I agree to accept the conditions of this tenancy agreement.

I confirm that I have received:	
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keys for the property and agree to return all keys when the tenancy ends.

I confirm that I have received a copy of this agreement.

I confirm that the information I have given in the housing application form was and still is correct.

Signatures of all tenants:

Name:	Signature:
Name:	Signature:
Name:	Signature:

Name:	Signature:
Date:	

Lettings Advisor:	
Telephone:	

On behalf of Bury Council

I give Bury Council Benefits section permission to tell the following about any of my current, future or previous claims for welfare benefit or Council Tax Benefit.

- Staff employed by or working for Six Town Housing
- Staff employed by or working for Bury Council
- Other benefit agencies
- Support agencies working on my behalf

I understand that I can ask Bury Council Benefits section not to tell the above people about my welfare benefit account or claim at any time if I contact them in writing.

Signatures of all tenants:

Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Date:	

Introductory tenants only

I understand that I am an introductory tenant and that I will become a secure tenant on:	
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as long as you have not extended my introductory tenancy period or taken legal action to evict me.

I have received the leaflet called 'Introductory tenancies' which explains my rights as an introductory tenant. A Lettings Advisor has explained my rights and responsibilities to me.

Signatures of all tenants:

Name:	Signature:
Name:	Signature:
Name:	Signature:
Name:	Signature:
Date:	

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