



**North Kesteven**  
DISTRICT COUNCIL

Council Offices  
Kesteven Street  
Sleaford  
Lincs. NG34 7EF  
Tel: 01529 414155

# Flexible Secure Tenancy Agreement

Introduced 09 July 2012

Working Towards 100 Flourishing Communities

Tenant's Copy/Landlord's Copy (delete as appropriate)
Tenancy Reference Number:

**This is a legal contract. It describes the rights and responsibilities of North Kesteven District Council (the Landlord) and of you (the Tenant/s).**

Address of the property rented in this agreement:	
Postcode:	
Full name of tenant/s:	1
	2
Type of property:	

The weekly tenancy starts on: (The first week's rent is due on this day)	
The tenancy term ends on:	
The gross weekly rent is:	
You are not allowed to keep a dog or cat at this property. (deleted as required)	
The maximum number of people allowed to live here is:	

**You have told us that the following people will normally be resident at this property.**

Name:	Relationship to you:	Date of birth:	National Insurance No.

# Contents

## Flexible Secure Tenancy Agreement

Contents	Page Number(s)
1 Definitions	3
2 Introduction To Your Tenancy Agreement	4
3 Your Rent	5
4 Repairs and Improvements	6-8
5 Living In Your Home	9-10
6 Responsibilities Towards The Community	11-14
7 Ending Your Tenancy	15-16
8 Your Rights and Responsibilities	17
9 Letters and Notices	18
10 Information and Consultation	19
11 Complaints	20
12 Declaration	20

**We are committed to ensuring that everyone has fair and equal access to our services regardless of their race, gender, ethnicity, sexual orientation, religion of belief, nationality, age, marital status or disability.**

## Section 1 Definitions

### 1. Definitions of Terms Used In This Agreement

**Agreement in writing**

A letter from us giving you permission to do certain things.

**Assign**

To legally transfer the whole or part of your tenancy to another person.

**Divorce, Nullity of Marriage**

Ways of ending a marriage through court proceedings.

**Exchange**

To swap your secure tenancy with a tenant of another local authority or a housing association.

**Garden**

Any land you rent with the property including lawns, hedges, flower beds, trees, shrubs, outside walls and fences.

**Home, Property**

The property you live in (shown in this agreement), including any garden and outbuildings

**Improvement**

Any alterations or addition to the property intended to improve the property.

**Injunction**

A court order, which can legally require you to do something, or not to do something.

**Judicial Separation**

A form of legal separation of partners in a marriage.

**Lodger**

A person who pays you money to let them live with you in the property, but does not have an exclusive right to any part of the property. They will get sort of service such as cooking and cleaning.

**Landlord, We, Our, Us, The Council**

North Kesteven District Council and/or the Council's officers and agents.

**Neighbours**

Your neighbours include everyone living in the locality, including people who own their own homes and housing association tenants.

**Partner**

A husband, wife or civil partner or someone who lives with you as husband or wife or as if they were a civil partner.

**Reasonable Time**

This means between 8am and 7pm when we may contact you.

**Relative**

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, step-relatives.

**Shared Areas**

The parts of the building, which all tenants can use. For example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

**Sub-let**

Sub-letting means that someone pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of your property.

**Tenant, You, Your**

The secure tenant or joint tenant(s) or North Kesteven District Council.

**Transfer**

A move by an existing North Kesteven District Council tenant from one North Kesteven District Council property to another North Kesteven District Council property.

## Section 2 Introduction to Your Tenancy Agreement

**This agreement is a legal contract. It sets out the rights and responsibilities of North Kesteven District Council (the Landlord) and of you (the Tenant/s). By signing the agreement you agree to accept the terms and conditions.**

- 2.1 Your tenancy agreement is a set of written rules to which everyone must adhere. Its main aim is to ensure a good relationship between you, the Council and your neighbours. It is the most important document relating to your tenancy. You should read it carefully, and make sure you understand it, before accepting this tenancy.
- 2.2 This agreement makes you a flexible secure tenant provided that you occupy the property as your or only principal home or, where the tenancy is a joint tenancy, at least one of the joint tenants occupies the property as their only or principal home. While this tenancy remains secure we cannot take back your home and end your tenancy, or move you to another home without first getting a Possession Order from the County Court.

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

- 2.2.1 **You break any of the conditions in this agreement. If you do, we will take legal action to force you to meet the conditions, or we will ask the court for permission to evict you.** For example, not paying the rent, causing a nuisance, harassment or damaging the property, use of violence, including domestic violence.
  - 2.2.2 **We built or adapted the property for a person with physical disabilities and:** you no longer need that type of property and we need it for someone with physical disabilities.
  - 2.2.3 **We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out.** You may have to move out of your home temporarily or permanently to allow substantial emergency repair works, or modernisation, or redevelopment works. You will be offered a suitable alternative home or temporary accommodation, and you will normally be entitled to help with moving and/or compensation payments.
  - 2.2.4 **You find another home and stop using the property as your main home.**
  - 2.2.5 **There is any other reason under the Housing Act 1985, the Housing Act 1996 or any future law.**
- 2.3 If you have a joint tenancy, each of you will have equal rights over the tenancy and each will be responsible for meeting the obligations of the tenancy, including paying the rent. This means that if one joint tenant does not pay we can take action against all joint tenants.
  - 2.4 If you apply for, and are eligible for, support under the Supporting People Scheme we will ask you to agree to a variation of this Tenancy Agreement as a condition of receiving support. We will provide you with full written details of the changes we want to make and the reason for, and effect of, those changes.

## Section 3 Your Rent

- 3.1 **You are responsible for ensuring the rent is paid for your home. You may be entitled to Housing Benefit but it is your responsibility to make a claim and to provide any information that the Housing Benefits Section needs to calculate your claim.**
- 3.2 The full rent shown in the agreement is payable and is due on the Monday of each week. If you choose to make payments that are not made weekly on the day they are due, for example monthly or fortnightly payments, these must be made in advance and this includes payments that are made through the bank.
- 3.3 The rental charge on your home is shown on your rent statement. This will be sent to you quarterly. If you are charged an amount for additional services, these will be shown separately.
- 3.4 Your rent only includes charges that are specifically shown on your rent statement. You are responsible for paying other costs yourself. These other costs include, but are not limited to, Gas, Electricity, Water and Sewerage, Oil, Council Tax, Telephone and other service charges.
- 3.5 We insure the building and the permanent fittings. The cost of this is included in the rent. This does not include your contents. You are recommended to insure your belongings.
- 3.6 There are four 'non-collection weeks' during each year. We will confirm these weeks to you each year.
- 3.7 Tenants with rent owing (arrears) must continue to pay during the 'non collection weeks' and will be responsible for ensuring that payment reaches us on time.
- 3.8 If your tenancy starts in a 'non-collection week' we will tell you when you must start to pay rent.
- 3.9 If your tenancy ends during a 'non-collection week' you will not be entitled to any refund of rent you have already paid.
- 3.10 If you do not ensure your rent is paid we can apply to the County Court for a Possession Order to evict you from your home.
- 3.11 All joint tenants are responsible for the rent, and any rent arrears. We will not divide these up unless this is part of a court order – for example, as part of a divorce or separation.
- 3.12 Rents are normally reviewed every 12 months. This usually takes effect on the first Monday in April. We will give you at least four weeks' notice of any change. If you do not wish to pay the changed rent, you can end your tenancy.

## Section 4 Repairs and Improvements

### Council's Responsibilities

4.1 We must keep your home in good condition and external decoration. We are responsible for maintaining the structure and exterior of the property in good repair. This includes the following:

4.1.1 Outside your home:

- The roof, foundations, outside walls, outside doors;
- Drains, gutters and external pipes;
- External doors, external door frames, window sills, window catches, sash cords, glazing putties, window frames – including necessary painting and decoration;
- Pathways, steps leading to entrances to the building;
- Chimneys and chimney stacks (but not including sweeping);
- Boundary fencing (if installed by us);
- Installations for rubbish disposal; and
- Sheds rented from the Council. Sheds will only be replaced at the discretion of the Council.

4.1.2 Inside your home:

- The plumbing system, including pipe-work, tanks, stopcocks, taps, cisterns and toilets, basins and baths;
- Skirting boards, doors and door-frames, hinges, locks, door jambs, thresholds, letter boxes, and door handles;
- Floors (but not floor coverings), internal walls and ceilings (but not including painting and decoration);
- Council installed kitchen fittings;
- Heating equipment and water heating equipment (for example, boilers, radiators and storage heaters);
- Fireplaces and fitted fires;
- Electrical wiring, plug sockets, light fittings and switches but NOT, except as stated above, fittings and appliances for making use of such supplies. (Cookers in Group Dwelling Schemes, and light bulbs in common parts are the Council's responsibility);
- Gas pipe-work

4.1.3 Communal parts of blocks of flats or houses such as the following:

- Corridors, common stairways, halls and entrances (including necessary painting and decoration), entry-phones, and stairways lighting;
- Communal areas and open spaces owned by the Council as landlord; and
- Other facilities which may be provided for the convenience of tenants, such as play areas, laundries and drying areas.

4.2 We will paint the outside of your home at regular intervals.

- 4.3 We will clean out gutters, at the Council's discretion.
- 4.4 We will do repairs in a reasonable time.
- 4.5 We will give you or send you written confirmation of your request for a repair
- 4.6 We will clear up after a repair. We will leave the decoration as close as possible to how it was before the work was done.

### **Tenants' Rights**

- 4.7 The following rights apply if you continue to be a secure tenant.
  - 4.7.1 You have the right to get repairs done on time.

### **Tenants' Responsibilities**

- 4.9 You must report any faults or damage affecting the property as soon as reasonably practical. Details of how to report repairs are given in your Tenants' Handbook. You must tell the Council as soon as reasonably practicable if someone (for example, Anglian Water) wants to dig up the garden or land around the Property. Except in the case of an emergency, you must not give agreement to this without having first obtained the Council's agreement in writing.
- 4.10 You must pay for the repair or replacement of any items of Council property which you, your family or visitors have damaged – if that damage was caused either deliberately or by neglect, for example smashed windows, or broken doors, or damage caused by not reporting a leaking pipe. The cost may be charged on top of your rent.
- 4.11 You must allow Council workers, or people sent by the Council, into your home to inspect and carry out repairs and improvements, at reasonable times, after receiving written notice from us, or verbal notice in the case of emergencies. You agree that we may break into the property in case of emergency. In emergencies we will need access immediately. If you do not let us in, you could be putting yourselves and your neighbours at risk. In these circumstances we can take legal action to enter your home. You may have to pay the costs and you may be prosecuted for obstruction.
- 4.12 We have a legal duty to maintain or service some equipment in your home, for example under the Gas Safety Regulations. You must allow Council workers, or people sent by the Council, into your home to carry out this work, at reasonable times after receiving written notice from us, or verbal notice in the case of emergencies, when we will need access immediately. If you do not let us in you could be putting yourselves and your neighbours at risk. In these circumstances we can take legal action to enter your home. You may have to pay the costs and you may be prosecuted for obstruction. The person who calls at your home will show you their official identification.
- 4.13 You are responsible for decorating inside your home and keeping it clean.

- 4.14 You are responsible for repairing and maintaining your own equipment such as cookers or washing machines and any improvement you have put in yourself (unless you have an agreement for us to repair and maintain it).
- 4.15 You must obtain agreement in writing from the Council before making any alterations or improvements to the property and its fixtures or fittings, e.g. removing walls, bathroom fittings, specialist adaptations. If you make any improvements you will not be entitled to statutory compensation for those improvements. If you make an improvement you can ask us to repair and maintain it for you. If we agree to do this, we may increase your rent to cover the extra costs of repair and maintenance. Ask us for more information.
- 4.16 If you make an improvement or alterations to your home (including decorations to the outside) without our agreement in writing we may ask you to return the property to how it was before. If you don't do this work, we will do the work and you must pay for it.
- 4.17 You must not put structures such as sheds, garages, pigeon lofts, fish-ponds, aerials or satellite dishes anywhere on your property without our agreement in writing. We will not withhold our agreement unreasonably, but we may set certain conditions.
- 4.18 When we give our agreement for you to make an improvement or alterations to your home we may make certain conditions. These conditions will be reasonable. You must comply with any conditions, which we impose.

COPY



## Section 5 Living in Your Home

### Tenants' Rights

- 5.1 You have the right to take in lodgers if this does not cause overcrowding. However, it is advisable for you to let us know first. You must inform the Council Tax and Housing Benefits departments, if applicable, of anyone moving into, or leaving your home.
- 5.2 You have the right to sub-let part of your home but, you must get our agreement in writing first. You do not have the right to sub-let the whole of your property. If you do sub-let all of it, your tenancy will no longer be secure. You are advised to contact the Housing Benefit department for advice.
- 5.3 When a tenant dies, there is a statutory right of succession for joint tenants and spouses and civil partners providing that there has been no previous succession. The Council will also allow a contractual right of succession for the tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece providing they have lived as a member of the tenant's household for the twelve months preceding the tenant's death and providing also that there has been no previous succession. The rules for succession are complicated; if you are unsure of your rights you should ask for more detailed advice.

### Tenants' Responsibilities

- 5.4 You must occupy the property as your principal or only home. If you expect to be absent for over two months, you must inform us and ensure the rent is paid.
- 5.5 You must not assign, sub-let or exchange your home, or any part of it without agreement in writing.
  - 5.5.1 If you write to us asking for our agreement to sub-let part of your home, we will:
    - Not unreasonably refuse your request;
    - Write and give you reasons for our decision; and
    - Explain that if you feel we have unreasonably refused your request you can appeal to the County Court.
  - 5.5.2 Other than a mutual exchange, we will only agree to an assignment of your tenancy if a Court grants an order relating to your home in the case of:
    - Divorce or relationship breakdown;
    - Nullity of marriage;
    - Judicial separation; or
    - If the Court makes an order relating to your home under schedule 1 paragraph 1 of the Children Act 1989, or any other future legislation that allows assignments.
- 5.6 You must not have more people living in your home than the maximum number allowed. The maximum number of people allowed to live in your home is shown on your tenancy agreement. If the overcrowding is as a result of the increase in the size of your family living with you, you should apply to us for a house transfer. We will try to get you a larger house. In this circumstance only, we will not treat you as being in breach of this condition. However,

if we offer you suitable alternative accommodation you must agree to take it unless there are good reasons for not taking it.

- 5.7 You must keep the inside of your home, and the whole of any garage or shed (if provided) in a reasonable decorative order, clean and free from health hazards and in a safe and reasonable condition. You are responsible for, and must remove, any deteriorating structure belonging to you (such as a garden shed or garage) from the property.

### **Council's Rights**

- 5.8 There are special circumstances when we have the legal right to take possession of your home:

**Each case will be looked at sympathetically and any special circumstances will be taken into account.**

- 5.8.1 We can move you if the property has special adaptations for (or is suitable for) a disabled or elderly person and there is no elderly or disabled person living there. But, we only do this in very exceptional cases – if the property is needed by another elderly or disabled person who has nowhere suitable to live. Even if it does happen, you will be offered another suitable home before you have to move out.
- 5.8.2 If you die, and the tenancy passes to a relative other than your husband or wife, and the home is larger than they need, we may offer them a more suitable home. If they refuse a reasonable offer we may take action through the Court to gain possession of the property.

## Section 6 Responsibilities Towards the Community

### Tenants' Responsibilities

- 6.1 You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, landings, entrance halls, paving, shared gardens, parking areas) and in the neighbourhood and locality around your home.
- 6.2 You, and they, must not cause a nuisance, annoyance or disturbance to any other person in the locality. Examples of nuisance, annoyance or disturbance include (but are not limited to):
- Loud noises (at any time of the day or night) this includes, but is not limited to, music, TV and DIY tools;
  - Arguing and door slamming;
  - Dog barking and fouling;
  - Offensive drunkenness;
  - Selling drugs or drug abuse;
  - Rubbish dumping; and
  - Playing ball games inconsiderately close to someone else's home.
- 6.3 You, and they, must not harass any other person. Harassment includes any action that causes alarm or distress to another person for whatever reason. This includes that person's race, colour or ethnic origin, nationality, gender, sexuality, disability, age, religion or other belief or other status. Examples of harassment include, but are not limited to:
- Offensive behaviour or language;
  - Using or threatening to use violence;
  - Using abusive or insulting words or behaviour;
  - Damaging or threatening to damage other persons' home or possessions;
  - Writing threatening, abusive or insulting graffiti;
  - Doing anything that interferes with the peace, comfort or convenience of other people;
  - Doing anything which interferes with the lawful duties and actions of Council staff.
- 6.4 You, and they, and anyone acting on your, or their behalf, must not subject any Council employees, agents or representatives or the Council to any physical or verbal abuse in the course of carrying out the landlord's responsibilities. This includes acts which are likely to injure, intimidate, cause alarm or distress either in your home, on surrounding land, in communal areas (stairs, landings, entrance halls, paving, shared gardens, parking areas) in the neighbourhood and locality around your home or in any other Council property or Council building. This clause applies to all adults, as well as to children under 18 years.
- 6.5 You, and they, must not use your home or any shared area for any illegal or immoral activity. This includes, but is not limited to the following; selling drugs, alcohol or cigarettes, using or permitting the use of Controlled Drugs (as defined by the Misuse of Drugs Act 1971), handling stolen goods, prostitution, running a brothel, illegal betting and illegal gambling.
- 6.6 You, and they, must not bring into the property or store in the property any type of firearm or firearm ammunition unless you have a permit and are complying with the terms of that permit.

In addition, you, and they, must not use any air rifle, pistol, crossbow or other similar weapon within the property, (including the garden) or in the vicinity of the property.

- 6.7 You, and they, must not damage, deface, or put graffiti on Council property. You will have to pay for any repair or replacement. The costs may be charged on top of your rent.
- 6.8 You, and they, must not interfere with security and safety equipment in communal blocks – doors must not be jammed open and strangers should not be let in without identification.
- 6.9 You must not inflict or threaten violence, including domestic violence, against any other person (they could be living with you or in another Council home). You must not harass or use mental, emotional or sexual abuse to make anyone who lives with you leave the home.
- 6.10 Pets**
- 6.10.1 Some of the properties are unsuitable for keeping dogs and cats so you must not keep a dog or cat in these properties. If this applies to your home this will be indicated on the front of this Tenancy Agreement. Guide dogs and hearing dogs are excluded from the “No Dogs” clause.
- 6.10.2 In all other properties, our permission is not needed for keeping a reasonable number of fish, small rodents, reptiles, birds or similar, provided that they are kept safely and do not cause a nuisance to neighbours. You must first get our written permission before keeping any other pets or creatures and you will be asked to complete a Pet Agreement Form and you must comply with the RSPCA Footprint Standard, a copy of which is available on request.
- 6.10.3 No dangerous dogs are permitted to be kept in the Property. These are dogs which are recorded on the Dangerous Dogs Act 1991, as amended by Dangerous Dogs Amendment Act 1997, or by any future legislation. For example: Pit Bull Terriers, Japanese Tosa, Dogo Argentio, Dogo Brasileiro.
- 6.10.4 If you keep a dog, you must ensure that your garden is properly fenced and kept clean.
- 6.10.5 You must not mistreat or neglect any animal kept at the Property. You must not carry out any breeding activity at the Property.
- 6.10.6 You must not keep wild animals in the property without our consent, as defined in the Dangerous Wild Animals Act 1976 as amended in 1984, for example lizards and snakes.
- 6.11 You must co-operate with us and your neighbours to keep any communal areas, such as corridors, stairways and entrances, clean, tidy and clear of obstruction.
- 6.12 You must not run a business from your home without our agreement in writing. We will not normally refuse permission unless the business would cause a nuisance or might damage the property. Planning Permission may also be required.

- 6.13 You must not park a vehicle anywhere on your property without our consent except on a “hard-standing” (a driveway or paved area intended for parking). You and your visitors must not park anywhere that would obstruct emergency services, or cause a nuisance, or on grass verges or footpaths. You must not store a vehicle anywhere on your property without our prior consent.
- 6.14 You must not drive over or allow anyone else to drive over any open plan or grassed area to gain access to the property and you must not take a vehicle onto the property unless a proper crossover has been provided and approved by the highways authority.
- 6.15 You must not repair a motor vehicle on the property, common parts, communal areas or land around the property, except for the routine maintenance of a motor vehicle regularly used by you or other resident of the property.
- 6.16 You must not park, or allow to be parked, an uninsured, illegal, untaxed or un-roadworthy vehicle on any land around your home, without our agreement in writing. This also includes vehicles for which you have made a SORN (Statutory Off-Road Notification). We will not unreasonably withhold our permission.
- 6.17 You must not park any caravans, boats or trailers, or any similar vehicle, on the land around your home unless you have previously obtained our agreement in writing.
- 6.18 You must keep your garden tidy by cutting the lawn, trimming the hedges and shrubs, and keeping the garden clear of rubbish, and you must carry out any trimming works to trees that we reasonably request. If the garden is overgrown – and there is no good reason why you can’t clear it –we can clear it and charge you for the work. Reduced rates are available for a grass cutting service if the Council accepts that you are vulnerable by reason of age, health or disability. You must obtain permission in writing before planting any trees or hedges, including Lleylandi. We will not unreasonably withhold permission but may set some conditions.
- 6.19 You must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home, shed, garage or in communal areas unless it is stored and used safely to avoid the risk of leaks, fire or explosion. If you need to use and store oxygen cylinders because of a medical conditions, you must inform the Council and agree suitable storage arrangements. If you do not keep such material safely we can enter the property and remove it. You must pay for the costs of removal and any costs of disposal on demand.
- 6.20 We are responsible for the maintenance of any smoke detectors or carbon monoxide detectors that we have provided and are wired to the mains. You are responsible for cleaning these, regular testing and replacing batteries if needed. You are responsible for the maintenance of any additional detectors that have not been supplied and fitted by us.
- 6.21 If your home has solid floors or floor tiles and you damage these by fitting carpet grippers we will charge you when you leave.

## **Council's Responsibilities**

- 6.23 We must give you help and advice if you report nuisance or harassment. We will look into your complaint and decide what action to take.
- 6.24 We must do everything possible to ensure that you retain the quiet enjoyment of your property, by enforcing these tenancy conditions.
- 6.25 We will answer any request that you make for our agreement within a reasonable time, and if we refuse your request we will set out our reasons for doing so.

COPY

## Section 7 Ending your Tenancy

### Tenants' Responsibilities

- 7.1 If you wish to end your tenancy and leave your home, you can ask the Council to accept four weeks written notice (If you are joint tenants, one joint tenant can end the tenancy for all joint tenants). The Council is not obliged to agree to you bringing your tenancy to an end. Examples of when the Council may not agree include, but are not limited to, where you have rent arrears, where you have caused damage to the property, where you have breached the terms of your tenancy agreement or any other circumstances in which the Council does not consider it is reasonable to accept notice. The four week notice period must end on a Sunday. You do not have to use an official form, but a letter must contain:
- Your name;
  - Your address;
  - Your signature, which must be dated;
  - The name, address and signature of a witness, who must also date their signature (the witness cannot be a relative);
  - The date you want the tenancy to end; and
  - The address you will be moving to.
- 7.2 You must leave the property clean, cleared, secure and ready for the next tenant. You must leave all electric fires, alarms and personal alarm pendants that are provided by the Council in the property where you vacate. If you fail to do this we may charge you when you leave. The costs that we charge will be reasonable.
- 7.3 You must not leave any of your belongings behind – we can dispose of them after we have given you written notice, or if after taking reasonable steps to do so, we cannot find you. You may be charged the costs of disposal.
- 7.4 You must pay for the repair or replacement of any items if the damage had been caused deliberately (or by neglect) by you, your family, or your visitors.
- 7.5 You must pay your rent up to date before you leave your home.
- 7.6 You must return all your keys to the Housing Office by noon on the Monday your tenancy ends. We will charge you any costs that we have to pay out as a result of you failing to return your keys. The costs that we charge you will be reasonable.
- 7.7 You must leave us a forwarding address, and inform us of the names of the utilities companies who supply your home.
- 7.8 You must not leave anybody else living in your home when you move out, unless we have agreed in writing to assignment or exchange of your tenancy.
- 7.9 The following circumstances may prevent you from being offered another Council home in the future:
- You have been evicted;

- You have abandoned your home;
- You still owe rent or a housing related debt;
- You left the home in poor condition and have not paid for repair or replacement; or
- You have caused a nuisance to your neighbours.

### **Council's Responsibilities**

7.11 During the fixed term of your tenancy, if we wish to end your tenancy we must give you a minimum of four weeks' written notice and obtain an Order from the County Court. We can only evict you for certain reasons

7.12 At the end of the fixed term of your tenancy we have three options. We can:

- Give you another flexible secure tenancy
- Offer you a secure tenancy
- End your flexible tenancy

7.13 If we wish to end your tenancy we must get an Order from the County Court. We must give you two written notices. The first notice is a notice of non-renewal and must be given to you at least six months before the term of your tenancy ends, telling you that your flexible tenancy will not be renewed and setting out the reasons why. The second notice is a notice seeking possession and must be given to you at least two months before your tenancy ends telling you that we require possession.

You can ask us to review our decision not to renew your flexible tenancy within twenty one days of receiving the first notice.

7.14 If the Tenancy ceases to be secure the Council may re-enter the property (or any part in the name of the whole) at any time and upon such re-entry this demise will cease absolutely but without prejudice to any right of action of the Council in respect of any breach of a covenant herein contained (including any breach in respect of which re-entry is made).



## Section 8 Your Rights and Responsibilities

- 8.1 Your legal rights and responsibilities as a tenant are set out in the Housing Act 1985 and the Landlord and Tenant Act 1985 as amended by the Housing Act 1996 and any other relevant legislation. You can see copies of these documents at the Sleaford Offices.
- 8.2 This tenancy agreement makes you a flexible secure tenant as defined in the Localism Act 2011. The Council may only repossess your home by obtaining an order from the County Court.
- 8.3 Before any legal action is taken we will inform you of our intention to take legal proceedings and why. While your tenancy remains secure, you will be given the opportunity to either put right the breach of your tenancy agreement or to make representations to us.
- 8.4 We may alter or add to these tenancy conditions by agreement or by the service of a Notice of Variation. Before any changes take effect we will explain why we want to make the changes, and will listen to tenants' comments.

COPY

## Section 9 Letters and Notices

- 9.1 The Landlord, North Kesteven District Council, hereby gives notice pursuant to Section 48 of the Landlord and Tenant Act 1987, that:

North Kesteven District Council  
Housing and Property Services  
Kesteven Street  
Sleaford  
Lincolnshire  
NG34 7EF

is the address at which Notice (including Notices in Proceedings) may be served.

- 9.2 Any letters and notices, including Notices of Seeking Possession and Notices to Quit shall be deemed to be properly served if left at the property or sent to the property by ordinary pre-paid post unless you have notified us of a change of address in which case letters and notices shall be deemed to be properly served if left at your new address or sent to that address by ordinary pre-paid post.
- 9.3 We will be entitled to assume that you have received all letters and notices within 72 hours if we posted them, or within 24 hours if we delivered them by hand.

## Section 10 Information and Consultation

- 10.1 You are entitled, under the Data Protection Act 1998, to inspect personal information held on you on file in the Housing Department. We will provide photocopies of this information on request. We may make a charge of up to £10 for this. We will provide you with a copy of any such information we hold within forty days of your request in writing and payment of the fee. You may have other rights under that Act in relation to your personal data, which we will honour. Further information can be obtained from the Council's Data Protection Officer. You are entitled to check information you have provided in connection with your housing application free of charge.
- 10.2 On request, we will provide you with free information on:
- The terms of your tenancy;
  - Grounds by which we can seek to evict you from your home;
  - Our policy about setting rent and service charges;
  - Our complaints procedure;
  - Our policy and rules about;
    - Applying to the housing lists;
    - Allocations;
    - Transfers of tenancies;
    - Exchanges of houses between tenants, including where one party in the exchange is the tenant of another social landlord;
    - Repairs and maintenance;
    - The right to buy your house;
    - The likely consequences for you if you decide to buy your house;
    - Our tenant participation strategy; and
    - Our arrangements for taking decisions about housing management and services
- 10.3 We will consult you about making a change in:
- Policies regarding housing management, repairs and maintenance, if the proposals is likely to significantly affect you;
  - Proposals for changes in rent and service charges;
  - Proposals for the sale or transfer of your house to another landlord;
  - Decisions about the information to be provided relating to our standards of housing management and performance;
  - Performance standards or targets in relation to housing management repairs and maintenance; and
  - Our tenant participation strategy.
- 10.4 We will take into account any views that you have before making a final decision. Any consultation with you will include giving you comprehensive information in an accessible form and reasonable time to express views.

## Section 11 Complaints

11.1 If you think that we have broken this Agreement or have failed to do anything we promised, you can complain to us under the complaints procedure available to you.

11.2 If you are still dissatisfied after going through our complaints procedure, you may also have the right to complain to the Ombudsman. You may also wish to take advice from an independent source such as a Law Centre, Solicitor, Housing Advice Centre, Citizens' Advice Bureau or Tenants' Association, and Shelter.

## Declaration

**All tenants should sign below after reading this agreement.**

The information I/we gave in the housing application form was and still is true. I/We agree to accept this tenancy on the terms and conditions set out in this document. I/We understand that I am/we are responsible for any breaches of these conditions of tenancy by me/us, or by any member of my/our household, or by any visitor.

I/We authorise the Council to share my/our details with other sections of the Council for any purpose in connection with my/our tenancy or in relation to the Council's responsibilities as Landlord.

To ensure any claim for Housing or Council Tax Benefit is processed as effectively as possible I/We give permission for a representative for the Housing Service to have access to:

- My/our current Housing Benefit/Council Tax status
- Any future Housing Benefit/Council Tax claim I/we make whilst living in the above accommodation.

I understand that this will involve a representative from Housing Services sharing the following information:

- My/our full name, address, national insurance number and date of birth, and that of anyone they know to reside with me/us.

Signed by the tenant/s:	1		
	2		
Date:			
Witnessed by:		Position of witness:	Neighbourhood Officer
Full name:	on behalf of North Kesteven District Council		
Date:			