

**NORTH KESTEVEN DISTRICT COUNCIL
NON-SECURE TENANCY AGREEMENT**



**District Council Offices
Kesteven Street
Sleaford
Lincs NG34 7EF
Tel: 01529 414155
Working Towards 100 Flourishing Communities**

Full Name of Tenant(s)

Property Address

Post Code

The weekly tenancy starts on:
(the first week rent is due on this day)

TYPE OF PROPERTY

Gross Weekly Rent
Eligible Service Charge
Supporting People Charges (Subject to review)
Total Weekly payment per week

£	
£	
£	
£	

You are not allowed to keep a dog or cat at this property

The maximum number of people allowed to live here is:

The following people will live and sleep on the premises:

NAME	NI number	Relationship	Date of Birth
		Tenant	

This tenancy is not a secure tenancy as it is granted in pursuance of a function under Part VII of the Housing Act 1996 (as amended 2002). This will remain a non-secure tenancy unless the Council changes it by giving you notice in writing

NON-SECURE TENANCY AGREEMENT CONDITIONS

This document contains your obligations to us (North Kesteven District Council) when you become our tenant of the property named in this Agreement. It also contains our obligations to you.

It is your responsibility to ensure that your obligations are observed. If they are broken we may seek possession of the property and evict you and anyone else living there. We may also seek an injunction or take other legal proceedings to ensure that this Agreement is complied with.

1. Introduction to your Tenancy Agreement

- 1.1 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.
- 1.2 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.
- 1.3 This tenancy is not a secure tenancy as it is granted in pursuance of a function under Part VII of the Housing Act 1996 (as amended 2002). This will remain a non-secure tenancy unless the Council changes it by giving you notice in writing.

OUR OBLIGATIONS

2. Quiet Enjoyment

- 2.1 We will not interfere with your right to the quiet enjoyment of the property, provided that you follow the obligations outlined in this Agreement and we will only do so to the extent that we are allowed by law.

3. Repairs – Council's Responsibilities

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

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.

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, 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.

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 stairway 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.

- 3.2 We will paint the outside of your home at regular intervals.
- 3.3 We will clean out gutters, at the Council's discretion.
- 3.4 We will do repairs in a reasonable time.
- 3.5 We will give you or send you written confirmation of your request for a repair.
- 3.6 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.

YOUR OBLIGATIONS

4. Rent

- 4.1 You are responsible for ensuring the rent is paid for your home. This includes claiming Housing Benefit, renewing claims and providing any information that the Housing Benefits Section needs to calculate your claim.
- 4.2 The full rent shown in the agreement is payable and is due on the Monday of each week. If you choose to make monthly payments these must be in advance, this includes payments made through the bank.
- 4.3 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.
- 4.4 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, TV Licence and other service charges.
- 4.5 We insure the building and the permanent fittings. The cost of this is included in your rent. This does not include your contents. You are recommended to insure your belongings.
- 4.6 There are four 'rent free periods' during each year. We will confirm these weeks to you each year.
- 4.7 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.
- 4.8 If your tenancy starts in a 'non-collection week' we will tell you when you must start to pay rent.
- 4.9 If your tenancy ends during a 'non-collection week' you will not be entitled to any refund of rent you have already paid.
- 4.10 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.
- 4.11 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.

- 4.12 Rents are normally reviewed every 12 months. This usually takes effect on the first Monday in April. We will give you at least four week's notice of any change. If you do not wish to pay the changed rent, you can end your tenancy.

5. Responsibilities towards the Community

- 5.1 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.
- 5.2 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.
- 5.3 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 another person's 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.
- 5.4 You, and they, and anyone acting on your, or their behalf, must not subject any Council employees, agents or representatives of 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.

- 5.6 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 in the Misuse of Drugs Act 1971), handling stolen goods, prostitution, running a brothel, illegal betting and illegal gambling.
- 5.7 You, and they, must not bring onto 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.
- 5.8 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.
- 5.9 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.
- 5.10 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. Use of the Property

- 6.1 You must live in the property as your only or main home.
- 6.2 You must not use any part of the property for any business or non-residential purpose unless you first get our written permission to do so [and any necessary planning permission].
- 6.3 Not to park any caravan on any part of the property without the written permission of the Council. No other vehicle, trailer or boat may be parked anywhere other than on the driveway. Storage of untaxed vehicles or any type of business vehicle can only occur after receiving written permission from the Council and then on the condition of the previous clause.
- 6.4 You must not sublet or part with possession of either part or whole of the property.
- 6.5 You must not allow the property to become overcrowded.

- 6.6 You must not cause a member of your household to leave the property by using or threatening to use violence against them or members of their family or other members of your household.
- 6.7 You must not be absent from the property for more than 28 days without our written permission. If you do not get written permission, we may treat the property as abandoned. (*note- tenancy is not secure*)
- 6.8 You must not assign the tenancy [that is transfer the tenancy to another person].
- 6.9 You must let us know and, where necessary, obtain our permission if there are changes to your household (the people living with you).

7. Looking after the Property

- 7.1 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.
- 7.2 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 costs may be charged on top of your rent.
- 7.3 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.
- 7.4 We have a legal duty to maintain or service some equipment in your home, for example under the Gas Safety Regulations.
- 7.5 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.
- 7.6 You are responsible for decorating inside your home and keeping it clean.
- 7.7 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).

- 7.8 You must obtain agreement in writing from the Council before making any alterations.
- 7.9 You must obtain agreement in writing from the Council before making any alterations to the property and its fixtures or fittings, e.g. removing walls, bathroom fittings, specialist adaptations.
- 7.10 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.
- 7.11 If 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.
- 7.12 You must not damage or neglect the property or allow anyone who lives with you or who is visiting the property to damage or neglect the property.
- 7.13 You must keep the property in a good state of repair. This means you must repair, replace or renew all items that we are not obliged to repair, replace or renew.
- 7.14 You must notify us of any repairs to the property that are our responsibility.
- 7.15 You must keep the interior of the property in a reasonable state of decoration.
- 7.16 You must keep any yard, garden or outbuilding of the property in a clean, neat and tidy condition. Gardens must be well tended and weed-free and lawned areas must be kept mown.
- 7.17 You and anyone living with you or visiting the property must not litter or cause any obstruction to common areas or any building that you are allowed to use.
- 7.18 You must leave the property in a good state of repair and in a clean and tidy condition at the end of your tenancy. This includes the removal of all carpets and/or laminate flooring that you have put down. If you do not, we will undertake the necessary works and clean the property. The costs of works and cleaning will be charged to you.
- 7.19 You must not repair or allow to be repaired any vehicle on any part of the property unless it is routine repair on your own vehicle.

8. Animals

- 8.1 You must not keep any dog as described in Section 1 of the Dangerous Dogs Act 1991, any animal described in the Dangerous Wild Animals Act 1976.
- 8.2 You must not keep any domestic or non domestic animals without written permission of the Council. When permission has been given all pets must be kept under control and must not cause a nuisance or annoyance to your neighbours or anyone in the locality. If they do, then we can withdraw our permission at any time.

9. Council Officers

- 9.1 You must not obstruct, abuse, harass, threaten or assault any of the Council's officers, agents or contractors. You must not cause, allow or encourage anyone else to do so.
- 9.2 You must allow the Council's officers or agents to enter the property to inspect the state of repair or to carry out repairs, improvements, maintenance or cleaning to the property [or any adjoining property] after receiving at least 24 hours written notice from us.
- 9.3 You must allow the Council's officers or agents to enter the property immediately should it be necessary in the event of an emergency.

10. Support

- 10.1 You are required to undertake an individual assessment of your needs with our Housing Support Worker to plan the service best suited to your needs.
- 10.2 You must co-operate with our Housing Support Worker and participate in your agreed support package.
- 10.3 You must comply with all arrangements in any Crisis and Contingency Plan drawn up by the NHS Trust and any subsequent Care Plans.
- 10.4 You must engage with any identified support provider.

11. Ending Your Tenancy

- 11.1 You must give us at least four week's written notice if you wish to end your tenancy and leave your home. This 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 date you want the tenancy to end; and
 - The address you will be moving to.
- 11.2 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 when you vacate. If you fail to do this we may charge you when you leave. The costs that we charge will be reasonable.

- 11.3 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.
- 11.4 You must pay for the repair or replacement of any items if the damage has been caused deliberately (or by neglect) by you, your family, or your visitors.
- 11.5 You must pay your rent up to date before you leave your home.
- 11.6 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.
- 11.7 You must leave us a forwarding address, and inform us of the names of the utilities companies who supply your home.
- 11.8 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. If you are joint tenants, one joint tenant can end the tenancy for all joint tenants by giving us four week's written notice.

12. Notices

Pursuant to Section 48(1) of the Landlord and Tenant Act 1987, the Council's address for the service of all Notices [Including Notices to end the tenancy] is: -
North Kesteven District Council, Kesteven Street, Sleaford, Lincolnshire, NG34 7EF

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:	
Full name:	on behalf of North Kesteven District Council		
Date:			

COPY