



**North Kesteven**  
DISTRICT COUNCIL

# Introductory / Secure Tenancy Agreement

Introduced April 2023

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

Our name and address

North Kesteven District Council  
Council Offices  
Sleaford  
Lincolnshire  
NG34 7EF

Your name(s)

1. \_\_\_\_\_
2. \_\_\_\_\_

Address of property rented  
in this agreement

\_\_\_\_\_  
\_\_\_\_\_

Description of the property

\_\_\_\_ bedroom, \_\_\_\_ person, \_\_\_\_\_

Tenancy start date

\_\_\_\_\_

Type of tenancy

This tenancy is a periodic  
**INTRODUCTORY / SECURE TENANCY**

If you have an introductory tenancy, this will automatically become a **SECURE TENANCY** on \_\_\_\_\_ unless the period of your introductory tenancy is extended by us.

**Weekly Rent and Service Charge**

	£
	£
	£
	£
<b>Total</b>	£

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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.

# 1. Definitions

## 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.

### **Exchange**

To swap your 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, or not do, something.

### **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.

### **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 rent from other landlords.

### **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, Family Member**

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 the property.

### **Tenant, You, Your**

The 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.

## **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 creates a tenancy in respect of the property. The tenancy will be an introductory tenancy unless immediately before taking the tenancy you were a secure tenancy of another council property or an assured tenant of a housing association. In those circumstances, you will have been granted a secure tenancy.
- 2.3. If you have an introductory tenancy, this will normally last for a period of twelve months and, during this time you must show us that you are responsible enough to keep the property. At the end of this twelve-month period, you will automatically become a secure tenant on the date shown on the first page of this agreement, providing that you have not broken any parts of this agreement. If you break any of the terms of this agreement, we may apply to the court to evict you from the property or extend the period that you must remain an introductory tenant by up to six months.
- 2.4. If you have an introductory tenancy, the Council may extend the initial period of 12 months by another 6 months if we wish to do so, and we must send you a Notice of Extension explaining our reasons. You have the right to ask for the decision to extend your introductory tenancy to be reviewed.
- 2.5. The responsibilities that you have as either a secure or introductory tenant are the same. However, the legal rights that you have will differ. For example, as an introductory tenant you do not have the right to sublet, assign or exchange the property or to apply for the right to buy. Section 4 of this agreement gives details of the legal rights that secure tenants have and where these do not apply to introductory tenancies this will be stated.
- 2.6. This tenancy is a weekly periodic secure or introductory tenancy beginning on a Monday. This tenancy may be ended by the tenant giving not less than 4 weeks' notice in writing, ending on a Sunday.
- 2.7. At least one named tenant must use the property as their only or principal home, otherwise your security of tenure will be lost. While the security of tenure remains in place, we cannot take back the property and end your tenancy or move you to another home without first getting a Possession Order from the County Court.
- 2.8. This agreement gives you the right to live in the property. We will not interfere with this right unless any of the following apply:

- 2.8.1. 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.
  - 2.8.2. 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.
  - 2.8.3. 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 the property 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.
  - 2.8.4. You find another home and stop using the property as your main home.
  - 2.8.5. There is any other reason under the Housing Act 1985, the Housing Act 1996 or any future law.
- 2.9. Joint tenancies are usually created when two or more people apply for housing together. Each joint tenant will then be jointly and individually responsible for keeping to the conditions of the tenancy agreement. This means that if one tenant breaks a tenancy condition, the other can also be held responsible. While your name is on the tenancy agreement, you are responsible for keeping to all the tenancy conditions including paying the rent - even if you no longer live at that property.
- 2.10. If the tenancy is in your name only, you can ask for your partner to become a joint tenant although, if you are not married or in a civil partnership, you will have to show that they have lived in the property as their main and only home for the last 12 months.
- 2.11. If you are a joint tenant and your relationship ends, we will only be able to create a tenancy in the name of one partner if a court orders that the property should be transferred.

### **3. Your rent**

- 3.1. The total weekly amount of rent and service charges shown on this tenancy agreement is due each Monday for the week commencing on that day. If you choose to not make weekly payments, for example monthly or fortnightly payments, these must be made in advance and agreed by us. This includes payments made by direct debit.

- 3.2. The rent and service charges shown on this agreement may be varied by us giving not less than four weeks' notice in writing. If you do not wish to continue your tenancy on the new terms, you have the right to end your tenancy by writing to us before the changes take effect.
- 3.3. We have the right to charge you for any new services we provide. We will only do this after we have written to tell you about our proposed changes and allowed a reasonable period of time for you to make your views known to us. We will then take your comments into account and give you at least four weeks' notice of any changes that are to come into force.
- 3.4. We have the right to review the amount we charge you for the services we provide when there is a change to those services or their cost. We will give you four weeks' notice of any increase or decrease in the service charge or other charges.
- 3.5. We must send you a rent statement quarterly. This will show the history of transactions on your rent account for that quarter; including, the amount of rent and service charge you are charged, any payments received and the balance of the account.
- 3.6. There are four weeks each year when your rent is not charged. These are known as 'non-charging weeks'. We will advise you which weeks these are each year.

## **4. Your rights as a tenant**

**The legal rights that you have will depend upon whether you are a secure or introductory tenant. If you are a secure tenant, you will have all of the legal rights summarised below. However, if you have an introductory tenancy, you have fewer rights and, where any of the following rights do not apply to this type of tenancy, this will be marked "(Secure Tenants Only)".**

**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 online at [www.legislation.gov.uk](http://www.legislation.gov.uk) or at our Offices.**

### **4.1. Right to live in the property**

- 4.1.1. This agreement gives you the right to live in the property (called security of tenure).
- 4.1.2. A joint tenant or a household member may exclude you from the property by obtaining a court order.
- 4.1.3. The Council may exclude you from the property by serving a closure notice or by obtaining a court order.

4.1.4. We can only end your tenancy if we have been granted a court order and these will only be issued in a number of circumstances. Details of these are given in section 5.6 of this agreement.

#### **4.2. Right of succession**

4.2.1. When you die, the joint tenant, your spouse or your civil partner will have the statutory right to succeed your tenancy as long as there has not been a previous succession.

4.2.2. If you do not have a spouse or civil partner, the Council will give a contractual right to succeed to your partner or a family member, as long as they are living with you at the time of your death, the property has been their main and only home for at least 12 months prior to your death and there has not been a previous succession.

#### **4.3. Right to take in lodgers and sublet the property (Secure tenants only)**

4.3.1. You have the right to take in lodgers without asking our permission, though we encourage you to make us aware, provided you do not overcrowd the property.

4.3.2. You have the right to sublet part of the property although you must first get our written permission. We will not withhold permission unreasonably. You do not have the right to sublet all of the property. If you do, you will have lost your tenancy will no longer be secure.

#### **4.4. Right to exchange (Secure tenants only)**

4.4.1. You have the right to exchange the property with another council or housing association tenant although first you must obtain our written permission.

4.4.2. If the person you are exchanging with has a fixed-term tenancy, you must surrender your tenancy and a new tenancy will be created. In all other circumstances an assignment will take place meaning that no new tenancy will be created.

4.4.3. We can only refuse permission on certain grounds as set out in schedule 2 of the Housing Act 1985. However, we may require you to resolve any tenancy breaches such as rent arrears, prior to the exchange taking place.

4.4.4. You must not exchange without our permission, if you do, we will take possession proceedings against you / the exchangee.

4.4.5. You must not make or receive any payment to arrange a mutual exchange.

#### **4.5. Right of assignment (Secure tenants only)**

4.5.1. In some circumstances, you have the right to transfer your tenancy (assign) to someone else, as long as you get our written permission first.

- 4.5.2. Other than a mutual exchange, we will only agree to an assignment in the following circumstances:
- a court has ordered you to give your tenancy to your spouse, civil partner or partner (someone you live with as a spouse/civil partner).
  - you want to assign your tenancy to someone who would have the right to succeed to it if you died.

4.5.3. We can refuse to allow an assignment of your tenancy if it would mean that the property would be under-occupied or over-crowded.

4.5.4. You must not make or receive any payment to assign your tenancy.

#### **4.6. Right to buy (Secure tenants only)**

4.6.1. You may have the right to buy the property if you meet the qualifying period as set out in Schedule 4 of the Housing Act 1985.

4.6.2. If you are eligible for the right to buy, you will be entitled to a discount based on how long you have held a public sector tenancy. Discount levels are set by the Secretary of State.

#### **4.7. Right to repair**

4.7.1. You have the right for certain repairs, called 'qualifying repairs', to be completed within a specified time. Details of what is considered a 'qualifying repair' and the timeframes are set by the Secretary of State.

4.7.2. If we do not complete a qualifying repair within the specified time, you can ask us to instruct another contractor. If this second contractor fails to complete the repair, you will then be entitled to compensation from us.

4.7.3. When you report a repair to us, we will be able to tell you whether it is a qualifying repair and, if so, how long we have to get the repair done. A list of timeframes for all repairs is published in our tenants' handbook.

#### **4.8. Right to make improvements (Secure tenants only)**

4.8.1. You have the right to make improvements or alter the property, as long as you get our written permission first.

4.8.2. We will not withhold permission unreasonably, though we may set certain conditions.

4.8.3. If you make an improvement, you can ask for us to repair and maintain this for you. If we agree, we may increase your rent to cover the additional costs.

4.8.4. If you make improvements, you may be able to claim compensation for them when your tenancy ends. Compensation is payable for 'eligible improvements' that were started on or after 01 April 1994.



#### **4.9. Rights in relations to the variation of this agreement**

- 4.9.1. Other than changes to the rent or to any service charge that you have to pay, we can only vary the terms of this tenancy agreement after we have told you about the proposed changes and asked for your views. We will take account of all the comments we receive before we make any final decisions about changing these terms.
- 4.9.2. We will give you four weeks' notice before any changes come into force.
- 4.9.3. If you do not wish to continue your tenancy on the new terms of this agreement, you have the right to end your tenancy by writing to us before the varied terms of tenancy take effect.

#### **4.10. Right to information**

- 4.10.1. You have the right to information about your secure tenancy, the right to buy, our repairs and maintenance obligations and our allocations policies.
- 4.10.2. You have the right, under the Data Protection Act 2018, to see the information that we hold about you in connection with your tenancy. This means that you can check these details to make sure they are correct. If any of these details are incorrect or misleading, you are entitled to apply to have these removed or altered or to add a statement giving your own version of the facts.
- 4.10.3. There may be a small charge for us to release your information to you.
- 4.10.4. There are some circumstances in which we can refuse to let you see this information or can restrict the information we show you. If this applies, we will explain the reasons for this. Further information can be obtained from the Council's Data Protection Officer.

#### **4.11. Right to be consulted**

- 4.11.1. You have the right to be consulted if we plan to change the way we manage or maintain the property or make changes to do with the services or facilities we provide. If we plan to make any changes, we will tell you about these plans and give you the chance to tell us what you think about them. We will consider all the comments we receive before making a decision.

#### **4.12. Right to manage**

- 4.12.1. You have the right to form a tenants' organisation to take over the management of your homes and to run the services that we would normally be responsible for, such as rent collection or repairs and maintenance. A tenants' organisation is eligible for the right to manage if it can demonstrate that it represents the views of all its members and does what they ask it to.

## **5. Our rights as your landlord**

- 5.1. If you fail to do something that is your responsibility under the terms of this agreement, we may charge you what it costs us if we have to carry out this work on your behalf. We will only carry out work when we have told you what needs to be done and given you a chance to do it. If you fail to do this, we will do it and charge you for it.
- 5.2. We have a right to enter the property at reasonable times to inspect it or to carry out works or improvements at this property or an adjoining property of which we are also the landlord.
- 5.3. We will tell you when we intend to visit the property and will normally give you at least 24 hours' notice, except in an emergency.
- 5.4. If we have given you notice but you do not give us (or those working on our behalf) access, we will ask the court to make an order that give us permission to force entry to the property.
- 5.5. We may, in cases of emergency, force entry to the property without a court order.
- 5.6. We may start legal action to end your tenancy in the following circumstances:
  - a) If we believe you have given false information to obtain this tenancy;
  - b) If you break any of the conditions of this agreement;
  - c) If you abandon the property;
  - d) 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;
  - e) If you die, and the tenancy passes to a relative other than your husband or wife, and the home is larger than they need.
- 5.7. Before starting legal action, we will serve you with a notice that explains our intention and our reasons.
- 5.8. Before starting legal action for the circumstances set out in 5.6.. d) and e), a suitable alternative property will be made available.
- 5.9. 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.

## **6. Your responsibilities as a tenant**

### **6.1. Occupying the property**

- 6.1.1. You must start living in the property as soon as possible after the date your tenancy starts.
- 6.1.2. At least one named tenant must live in the property as their main or only home.
- 6.1.3. You must inform us in writing if you are going to be away from the property for more than 4 weeks. While you are away from the property, you are still responsible for making sure that all the conditions of this agreement are kept, including the payment of rent.
- 6.1.4. If damage occurs to the property because you have been away, for example frost damage to water pipes, you will be charged for the cost of any repairs that are needed as a result of your wilful act or omission.

### **6.2. Paying your rent and other charges**

- 6.2.1. You must pay the rent and all other charges for the property in full and on time.
- 6.2.2. You may be entitled to help with your rent either from Housing Benefit or Universal Credit, but it is your responsibility to make a claim and to provide any information that is requested.
- 6.2.3. 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.
- 6.2.4. The amount you pay will normally be varied in April each year. We will give you at least 4 weeks' notice of this.
- 6.2.5. There will be four weeks each year where rent is not charged, we will notify you at the start of each financial year of which weeks these will be. If you are in arrears with your rent, you must continue to make your regular payments in order to reduce the arrears.
- 6.2.6. If your tenancy ends during a non-charging week, you will not be entitled to any refund of the rent that you have already paid.
- 6.2.7. All joint tenants are jointly and severally responsible for the payment of rent and service charges, and any rent arrears. We will not divide these up unless this is part of a court order.

### **6.3. Overcrowding**

- 6.3.1. You must ensure that the property does not become overcrowded. The maximum number of people allowed to live in the property is shown on this agreement.
- 6.3.2. 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 transfer to a larger property. 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 not to.

### **6.4. Repairs, maintenance and upkeep**

- 6.4.1. You must keep the property and any fixtures or fittings that we provide in good repair and condition.
- 6.4.2. 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.
- 6.4.3. You are responsible for repairing, renewing or replacing a number of items in the property. A list of these items can be found in the Tenants' Handbook.
- 6.4.4. 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.
- 6.4.5. You must allow Council workers, or people sent by the Council, into the property to inspect, carry out repairs and improvements or to service some equipment in the property, at reasonable times, after receiving written notice from us, or verbal notice in the case of emergencies.
- 6.4.6. 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 the property. You may have to pay the costs and you may be prosecuted for obstruction.
- 6.4.7. You agree that we may break into the property in case of emergency, and we have been unable to make contact with you.
- 6.4.8. You are responsible for the decoration inside the property and for keeping it clean and tidy. You must keep the property to a reasonable decoration

standard and free from clutter. Each room must remain accessible with clear exit routes.

- 6.4.9. You must make reasonable efforts to heat and ventilate the property to prevent condensation. This includes ensuring that furniture and belongings do not impede air flow.
- 6.4.10. You must keep all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.
- 6.4.11. You must make sure that you take adequate precautions to prevent fire in the property. We will charge you for any costs we have to meet as a result of a fire if this is caused deliberately or as a result of neglect by you or anyone living at or visiting the property.
- 6.4.12. You must use any gas burning appliances or equipment that we provide in accordance with the manufacturer's instructions, which includes making sure that any flues or ventilation is not blocked.
- 6.4.13. You must not store or use any liquid petroleum gas (LPG) cylinders or appliances in the property or any communal area without our agreement in writing.
- 6.4.14. You must not store or use petrol, diesel fuel, paraffin, dangerous chemicals or other substances in the property, shed, garage or in any communal areas (other than those that can reasonably be put to domestic or medical use). If you need to use and store oxygen cylinders because of a medical condition, you must inform us and the Fire Service to 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.
- 6.4.15. We are responsible for the maintenance of any smoke detectors or carbon monoxide detectors that we have provided and are wired to the mains; however, 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.
- 6.4.16. 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).
- 6.4.17. 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.

- 6.4.18. You must not put structures such as sheds, garages, pigeon lofts, fishponds, aerials or satellite dishes anywhere on the property without our agreement in writing. We will not withhold our agreement unreasonably.
- 6.4.19. When we give our agreement for you to make an improvement or alterations to the property, we may make certain conditions. These conditions will be reasonable. You must comply with any conditions which we impose.
- 6.4.20. As well as getting our permission as your landlord, you should also check whether planning or any other permissions are needed. We reserve the right to withdraw our permission if you do not get other necessary permissions nor keep to the conditions of any permission we give and to recharge you for any costs that we incur.
- 6.4.21. If you make an improvement or alterations to the property (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.
- 6.4.22. You must keep your garden tidy by cutting the lawn, trimming any hedges and shrubs, and keeping the garden clear of rubbish. 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.
- 6.4.23. You are responsible for any trees within the boundary of the property, as well as any fencing, gates and/or garden walls.
- 6.4.24. You must not remove or destroy any bushes, hedges or trees without first getting our written permission.
- 6.4.25. You must obtain permission in writing before planting any trees or hedges, including Leylandii. We will not unreasonably withhold permission but may set some conditions.
- 6.4.26. You are responsible for arranging and paying for the supply of gas (if applicable), electricity and water to the property.
- 6.4.27. You are responsible for arranging contents insurance for your belongings. This includes things like carpets and decoration. We insure the building and any permanent fittings.

## 6.5. Communal areas

- 6.5.1. 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.

- 6.5.2. You must use these areas in a reasonable manner and make sure that damage does not occur as a result of misuse or neglect by you, your household or visitors to the property.
- 6.5.3. You must tell us as soon as possible about any repair that is needed in any communal area or to any communal service or facility.
- 6.5.4. You must not put or store any items in these areas. Items stored in these areas will be removed by us and you may be charged for their removal.
- 6.5.5. You must observe any signs displayed in communal areas and you must not smoke in any internal communal area.
- 6.5.6. You must not interfere with security and safety equipment in communal blocks – doors must not be jammed open or unlocked and strangers should not be let in without identification.
- 6.5.7. Where a separate electricity supply exists within a communal area, you must not take electricity from that supply for your own personal use.

#### **6.6. Anti-social behaviour and illegal activities**

- 6.6.1. You are responsible for the behaviour of every person (including children) living in or visiting the property. You are responsible for them in the property, on surrounding land, in communal areas (stairs, landings, entrance halls, paving, shared gardens, parking areas) and in the neighbourhood and locality around the property.
- 6.6.2. You, and any household member or visitor, 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.
- 6.6.3. You, and any household member or visitor, 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; and
- Doing anything which interferes with the lawful duties and actions of Council staff.

6.6.4. You, and any household member or visitor, 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 the property, on surrounding land, in communal areas (stairs, landings, entrance halls, paving, shared gardens, parking areas) in the neighbourhood and locality around the property or in any other Council property or Council building. This clause applies to all adults, as well as to children under 18 years.

6.6.5. You, and any household member or visitor, must not use the property or any shared area for any illegal 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
- Running a brothel

6.6.6. You, and any household member or visitor, 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.

6.6.7. You, and any household member or visitor, 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.

6.6.8. 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.

## 6.7. **Waste and recycling**

6.7.1. You must put all of your household rubbish and recycling in the correct bins and take reasonable care to see that the rubbish is properly bagged.



- 6.7.2. If your household rubbish and recycling is normally collected from the street, you must not put your bin out earlier than 7pm the night before collection and your it must be taken in from the street no later than 7pm on the day of collection.
- 6.7.3. You are responsible for properly disposing of any large or bulky items that the refuse collectors are unable to take.
- 6.7.4. You, and any household member or visitor, must not litter within the vicinity of the property.

## **6.8. Vehicles and parking**

- 6.8.1. You must not park or allow anyone living with you or visiting you to park any vehicles on any road, lay-by, grassed area, communal land or any other area that is not allocated for parking purposes. You must only park on a properly constructed hard standing, driveway, paved parking area or in a garage.
- 6.8.2. You must not park or allow other members of your household or your visitors to park in an area that is reserved for the use of other residents without our agreement in writing.
- 6.8.3. 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.
- 6.8.4. You must not park, or allow to be parked, an uninsured, illegal, untaxed or un-roadworthy vehicle on any land around the property, 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.
- 6.8.5. You must not park a vehicle in a way that causes an obstruction to other road users, within the locality of the property.
- 6.8.6. You must not park any caravans, boats or trailers, heavy goods vehicle or any similar vehicle, on the property, common parts, communal areas or land around the property without our agreement in writing.

## **6.9. Animals**

- 6.9.1. 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 our Pet Policy, a copy of which is available on request.

- 6.9.2. We will not unreasonably withhold permission to keep a pet; however, some types of animals are not permitted, and some properties are not suitable for keeping a pet. A list of animals not permitted can be found in our Pet Policy.
- 6.9.3. You must not neglect or mistreat any animal kept at the property.
- 6.9.4. You must not carry-out any breeding activity at the property.
- 6.9.5. If you keep a dog at the property, it is your responsibility to ensure that your garden is secure and kept clean.
- 6.9.6. You are responsible for the behaviour and control of any animals that belong to or accompany visitors to the property or other members of your household.
- 6.9.7. You must not do or allow anything to be done to encourage wild animals or wild birds onto council property so as to cause a nuisance or health risk to residents or damage to property. This includes feeding and providing nesting materials.

#### **6.10. Running a business**

- 6.10.1. You must not run a business from the property, or from any communal areas or other land within the locality, 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.
- 6.10.2. The types of businesses that we are unlikely to give permission for include those that would involve the use of noisy equipment, customers visiting the property or those requiring the use of chemicals.

## **7. Our responsibilities as your landlord**

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

Outside the property:

- 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

Inside the property:

- 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

7.2. We must keep any internal and external communal areas clean, clear and in good repair. This includes maintaining and repairing:

- Corridors, common stairways, halls and entrances (including necessary painting and decoration), door entry systems, and communal lighting
- External 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.

7.3. We will inspect communal areas on a regular basis.

7.4. We will paint the outside of the property at regular intervals.

7.5. We will clean out gutters, at the Council's discretion.

7.6. We will do repairs in a reasonable time.

7.7. We will operate an out-of-hours service for you to report any emergency repairs needed to the property.

7.8. We will give you or send you written confirmation of your request for a repair.

7.9. 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.

7.10. We will only make reasonable service charges and any services or works we carry out must be of a reasonable standard.

- 7.11. If we have installed a gas, oil, electric or solid fuel heating system in the property or a mains-powered smoke alarm, we will arrange for this to be tested and serviced every 12 months.
- 7.12. 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.
- 7.13. We must do everything possible to ensure that you retain the quiet enjoyment of the property, by enforcing these tenancy conditions.
- 7.14. We will not interfere with your right to occupy the property unless:
- We need to gain access to inspect condition of the property or any of its fixtures and fittings or we need to carry out work to the property or a neighbouring one. Other than in an emergency, we will always give you reasonable notice of this.
  - We need to gain access to carry out urgent repairs to prevent any damage to either the property or a neighbouring one. In these circumstances, we may not be able to give you notice of this.
  - We need to carry out major repairs to the property and cannot do these with you living there. If this happens, we will move you to alternative accommodation temporarily or permanently in line with our Decant Policy.
  - You are no longer living in the property as your main or only home and therefore no longer qualify to hold the tenancy.
- 7.15. 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.
- 7.16. We will produce a report each year showing how we have performed as your landlord.
- 7.17. We will publish service standards that tell you what level of service you can expect from us.
- 7.18. We will make sure that opportunities are provided for you to become involved in the running of the housing service and that these are promoted and developed.
- 7.19. We will act fairly in all matters connected with your tenancy. We will not unfairly or unlawfully discriminate against you based on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation.

## 8. Ending your tenancy

- 8.1. You must give us at least four weeks' written notice if you wish to end your tenancy and leave the property. If you are joint tenants, one joint tenant can end the tenancy for all joint tenants by giving us four weeks' written notice. 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; and
  - Your signature, which must be dated;
- 8.2. You must allow a Council Officer access to the property to inspect during the notice period.
- 8.3. You must leave the property clean, clear, secure and ready for the next tenant. You must leave all appliances provided by us, unless they have been gifted to you.
- 8.4. 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 will be charged the costs of disposal.
- 8.5. You must report all repairs that are needed before you leave the property.
- 8.6. 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.
- 8.7. Your rent payment must be up to date before you leave the property.
- 8.8. You must return all your keys to the us by 5pm on the Monday your tenancy ends. Keys must be returned by hand or, if by post, recorded delivery. 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.
- 8.9. You must leave us a forwarding address and inform us of the names of the utilities companies who supply the property.
- 8.10. You must not leave anybody else living in the property when you move out, unless we have agreed in writing to assign or exchange of your tenancy.
- 8.11. The following circumstances may prevent you from being offered another Council home in the future:
  - You have been evicted
  - You have abandoned the property
  - 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.

8.12. We may seek to end your tenancy by giving you a minimum of four weeks' written notice. This notice will end on a Sunday. We cannot force you to leave the property unless we obtain an Order from the County Court.

## **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, Notices of Termination 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.

## **10. Complaints**

- 10.1. 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.
- 10.2. 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, Tenants' Association, or Shelter.

# 11. Declaration

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 Benefit, Council Tax Support or Universal Credit 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/Universal Credit status
- Any future Housing Benefit/Council Tax/Universal Credit 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.

Name:	Relationship to you:	Date of birth:	National Insurance No.
	Tenant 1		

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