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Photograph JPEG
Tenant 1

Photograph JPEG
Tenant 2

Your Flexible Tenancy Agreement

The information you provide is subject to the requirements of the Data Protection Act 1998. The personal data will be held and processed by Rossendale Borough Council to enable the assessment of need and, in particular, the provision of services for which you may be eligible. However, this authority is also under a duty to protect the public funds it collects and administers and any data may be used to prevent fraud or the misuse of resources. The personal details you provide may be shared with certain external agencies that assist in the assessment and/or provision of services and also as part of any statutory duties requiring such a disclosure. You may request a copy of your personal information by sending a written request to the Data Protection Officer Rossendale Borough Council, Business Centre, Futures Park, Bacup Lancashire, OL13 0BB.

This Tenancy Agreement is between Rossendale Borough Council and

Tenancy Reference Number

The address of the property rented in this Agreement is

Property Reference Number

Application Reference Number

Your Property

Type of property

The maximum number of people who can live in your home is:

Your Tenancy

Number of sets of keys given		Number of key fobs given	None
Gas Safety Certificate: Issued	Number		
This weekly tenancy starts from			
It is a Flexible Introductory Tenancy?		It is a Flexible Secure Tenancy?	
An Introductory Tenancy under the Housing Act 1996. It will last for one year from _____ until _____ unless extended. After this date it will automatically become a flexible secure tenancy under Housing Act 1985 (amended by the Localism Act 2011) up until no later than.....			

Local Housing Team Address	Rossendale Borough Council Business Centre Futures Park Bacup, Lancashire OL13 0BB
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Rent Payable for this Property

Basic rent
Gross Rent
Method of Payment

Housing Benefit

Does the Tenant intend to claim housing benefit?	
Has intention to claim Housing Benefit been made	
Have all Required Proofs been Provided	

Outstanding Housing Debts

Name	Account No.	Account Type	Arrears Balance	Weekly Arrangement	Payment Method

Details of all of the people who will be living at the Property – (Main Tenant First)

Name	Gender	Date of Birth	Relationship to Main Tenant	Ethnic Origin	Joint Tenants

Your Contact Details

Home telephone number	
Mobile telephone number	
Email address	

Please give details of who to contact in an emergency

Name	Address	Telephone Number

Declaration

I/We confirm that the details given on my application form and in this Agreement are true and correct.

I/We will tell you straight away about any change in my situation which might affect my tenancy.

I/We have been issued with and read and understand the Tenancy Conditions and agree to abide by them.

I/We confirm that I understand how a Flexible Introductory Tenancy/ Flexible Secure Tenancy affects me/us.

I/We understand that if false or misleading information is given, this may be regarded as a criminal offence and action may be taken against me/us, including court action, to recover the property.

Tenant's Signature

Date

1		
2		
3		

Print Name of Officer Completing Letting

Date

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Tenancy Agreement

Please read this agreement carefully before signing it. If there is anything you do not understand you should contact your Housing Officer.

By signing this agreement you are agreeing to become our tenant and as such the conditions of this agreement will become legally binding on you as a tenant and us as a landlord.

About Your Tenancy Agreement

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

- You break any conditions of 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.
- We built or adapted the property for a physically disabled person, and you no longer need that type of home; and we need the property for someone else with special needs.

In these cases we will provide you with suitable alternative accommodation.

- We need to demolish, rebuild or carry out major repairs to your property which we cannot do unless you move out. In these cases we will provide you with suitable alternative accommodation.
- You stop using the property as your main (or principal) home
- Any other reason under The Housing Acts of 1985 and 1996, the Localism Act 2011, or any future law.

Tenants' Rights

1. Flexible Tenancy

If you have been offered a flexible tenancy, in accordance with the Localism Act 2011, we will review this at least eight months before the tenancy is due to end. The criteria that we will use when carrying out the review are set out in the Council's Tenancy Policy.

2. Right to live in the property

This Agreement gives you the right to live in the property (this is called Security of Tenure). This will continue as long as you occupy the property as your main home and do not break this agreement.

3. Right to live without Interference

You can live in the property without interference from us (this is called quiet enjoyment) as long as you, your friends and relatives and any other person living in or visiting the property (including children) do not break any of the conditions of this Agreement. If any of the conditions are broken, we may seek to end your tenancy.

4. Right to Repair

You have a right to have your property kept in a good state of repair. Repairs will normally be carried out by us or our agents. Any repairs to be carried out will be completed by qualified tradespersons approved by Rossendale Borough Council.

5. Succession

Introductory Tenants do not have the right.

When you die your tenancy may pass to your husband, wife or your partner if they lived with you in the property at the time of your death. This is called "succession". The Localism Act 2011 states that a second succession is not possible

6. Consultation

You have the right to be consulted, and fully informed of any proposals for changes in your conditions of tenancy or any housing management proposals which are likely to affect you and your household.

Rent and service charges can be altered without consultation, but you will be given Notice of not less than 4 weeks.

7. Information

Subject to the payment of an administrative fee you have the right to see information held about you in accordance with the rights set out in the Data Protection Act 1998.

8. Complaints

You have the right to have your complaints investigated under the terms of the Council Housing Complaints procedure. In the first instance contact your Housing Officer to resolve the issue.

9. Satellite Dish, Aerials

You may be able to affix a satellite dish, mast or aerial to your home provided you meet certain conditions and have prior written permission from the Council.

10. Exchange

Introductory Tenants do not have the right.

You have the right to exchange your home with another Council tenant. You must get our written permission first and we may refuse an exchange if you or the persons you want to exchange with do not meet certain conditions. Please ask your Housing Officer for more information.

11. Transfers

You have a right to apply for a transfer to another property. We will prioritise such applications in accordance with our current allocations policy.

12. Lodgers

Introductory Tenants do not have the right.

You have the right to take in lodgers if this does not make the property overcrowded.

We will advise you of the maximum number of persons who can stay in the property before it becomes overcrowded.

You must tell us the names of all persons living in the property and notify us of any changes

13. Sub-let

Introductory Tenants do not have the right.

You have the right to sub-let part of your home, but you must get written permission from us first.

It is a criminal offence to illegally sub-let your home. The offence of knowingly breaching an express or implied term of a tenancy, by unlawfully sub-letting the whole or part of the property in circumstances where the tenant is no longer using it as his only or principal home carries a maximum sentence of a fine of up to £5000.

The offence of dishonestly breaching an express or implied term of a tenancy, by unlawfully sub-letting the whole or part of the property in circumstances where the tenant is no longer using it as his only or principal home carries a maximum sentence of two years imprisonment and/or a fine.

14. Ending your Tenancy

You have the right to end your Tenancy by giving four weeks' notice in writing to Rossendale Borough Council .

15. False Information

You must give accurate information when applying for a tenancy. We can repossess the property if you (or another person on your behalf) gave false information to get the tenancy.

16. Use of the Property

You must make the property your only (or principal) home. You must not use the property or allow it to be used for purposes other than a dwelling, for instance by running a business from your house, without the prior written permission from us.

17. Unoccupied Property

If the property is left unoccupied for a period of time, we may assume that it has been abandoned. If you are going to leave the property unoccupied for more than four weeks you must notify us in writing and inform us when you are going away and when you will return.

If you leave the property unoccupied for long periods without good reason we may require the Tenancy to be given up.

18. Rent and Other Charges

If you are a joint tenant, you are jointly and severally liable for paying the rent and other charges and any arrears. The joint tenancy continues whether or not both parties live in the home. If one tenant leaves we can still recover any amount owing from the absent and remaining tenant unless either tenant takes steps to terminate the tenancy.

We can change any of the charges by giving you one month's written notice, telling you the date the changes will start from.

If we take you to court, we will add all court costs to your rent account.

You must also pay any rent or housing related debt you owe us from any previous,

Rossendale Borough Council tenancies. We will make arrangements with you to repay this amount.

If we owe you compensation for any reason and you owe us money for rent and service charges, we will use your compensation to help you pay the money you owe us.

If you leave your home for any reason without paying all rent or any service charges due, and without making an arrangement to pay, we may give your details to a debt collection agency to help us recover any money you owe us.

Tenants' Responsibilities

19. Repairs

You must report repairs promptly. You will be charged for any repairs which, in our opinion, have been caused by the neglect or abuse of the property by any member of your household or any visitors to your home. You will be charged for the cost of repairs which have been caused to the property by

any items that you, members of your household, your relatives or visitors bring onto the property that cause damage.

You are responsible for the cost of any repairs required following lawful entry by the Police to detect and prevent crime.

The charges will include Value Added Tax. You will be charged for inappropriate use made of the emergency call-out system.

20. Access

You must allow Council Officers and other authorised people into your home at reasonable hours to inspect conditions, survey or to carry out inspection of installations such as gas, electricity and water; repairs or other works. The Council will make reasonable arrangements for access, but in an emergency may enter without giving notice. You may be charged if no-one is at home when either you have requested an emergency call-out or where a firm appointment has been made.

You must allow us access to carry out an annual gas service. If you do not then appropriate legal proceedings will be taken against you to enable the service to take place.

NB You are advised to satisfy yourself of a person's identity before allowing access to your home. All our employees carry an identity card showing the bearer's photograph and all sub-contractors carry with them some form of identification.

21. Overcrowding

You must not cause or permit overcrowding in the property.

22. Anti-Social Behaviour

We are firmly opposed to anti-social behaviour. We will take immediate steps to evict you where you or any other member of your household, or visitors to your home engages in any of the following activities:

(a) Selling or otherwise distributing or storing, on any Council property, illegal or other controlled substances.

(b) Keeping an illegal weapon on the property or threatening anyone with an offensive weapon.

(c) Using the property for any criminal, immoral or illegal purpose, including storing, selling or handling stolen, offensive or illicit goods.

(d) Drawing graffiti on or otherwise damaging public property. You will be held responsible for the cost of repairing any malicious damage caused by anyone in your household, whether the damage is caused to the property which is the subject of this Agreement or any other property.

(e) Creating or permitting any loud noise which, in the opinion of the Council, causes a serious nuisance.

23. Nuisance, Annoyance or Harassment

You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause nuisance, annoyance or harassment to others residing in, visiting or offering services in your locality. We will take firm action against you for any nuisance, annoyance or harassment that is caused. This includes the use of any words or the performance of any acts which are likely to be abusive or insulting on any grounds including colour, race, nationality, sexual orientation, gender, religion or disability.

24. Care and Control of Children

You must exercise proper control over all children and young persons in your household or in your care. You must avoid any cause for complaint about the behaviour of these children and young persons. Also, you must not allow any of them to play ball games where this is prohibited.

25. Domestic Violence

You must not use or threaten violence towards anyone living in the property otherwise we may seek to recover possession of the property on grounds of domestic violence.

26. Council Employees and Contractors

At all times you can expect to be treated in a proper and courteous manner by our employees and our agents and you are expected to respond in a similar manner. You must ensure that neither you nor members of your household, or anyone living in or visiting your home abuses, threatens or assaults our employees or agents.

27. Pets and Animals

You may be able to keep pets at your home, provided you meet certain conditions and have prior written permission from the Council. Your housing officer can advise you on this. We reserve the right to restrict the number of animals you may keep or require you to remove them altogether.

You must not allow any pets to cause annoyance, nuisance or damage to the property. You must not allow your property or garden to become unhygienic due to the build-up of your pets faeces.

28. Care of the Property

You must maintain the inside of your home and keep it clean and well decorated. You must keep all shared entrances, halls, stairways, and landings free from rubbish and personal belongings.

You must:

- dispose of rubbish in a suitable container

- ensure that with regard to the weekly collection any rubbish is put out shortly before collection in order to minimise the interference with rubbish by birds or other animals
- ensure the proper removal of all items not eligible for the routine collection (e.g. unwanted furnishing)

29. Health and Safety

You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause a danger to anyone in the property or the locality.

Examples include the storage of inflammable materials or fuels in the property or garden, the use of portable gas, oil, or paraffin heaters in the property, interference with equipment for detecting or putting out fires, carrying out unsafe DIY, electrical or other work in the property, throwing things out of windows or balconies.

You must not store anything in shared electric meter cupboards. You must not keep fire doors or security doors open. You must not block or lock any fire doors in your property or areas you share with other households.

30. Gardens and Outbuildings

Not applicable to Extra Care tenants

You must keep the garden/yard of your property in a neat and tidy condition; this includes hedges, shrubs, trees and outbuildings. You must keep any trees, hedges, bushes or grass at a reasonable height and size. You must get our permission in writing before planting or removing any trees in your garden.

31. Vehicles

You, members of your household, or any visitors must not park any motor vehicle or caravan on your property unless you have a properly constructed pavement-crossing and drive. Prior written approval must be given by us before any work is carried out.

We may require you to remove any vehicle or caravan causing a nuisance or annoyance to neighbours. You must ensure that those living in or visiting the property park their vehicles or caravans in a considerate manner and do not cause an obstruction or nuisance. Neither should any vehicle be parked nor driven on any footpath, pavement, verge or grassed area.

You must not cause or permit the parking of any vehicle exceeding 30 cwt unladen weight on the estate roads or on any car park provided for private cars or on any vacant land on the estate.

You must not park a vehicle in any communal area inside a building.

32. Ending your Tenancy

You must give a minimum of four weeks' notice in writing. If we receive written notice from you, your tenancy will end on the expiry of the notice period, unless otherwise agreed with us in writing. All tenancies end on a Sunday. All keys must be handed in to Housing Services no later than 12 noon on the day after the end of the tenancy. When your tenancy ends, the property must be left in a reasonable state of decoration and repair with all fixtures and fittings intact. The property must be left in a clean and tidy condition. You must vacate the property by the end of the notice period and remove all your furniture and personal belongings. At the end of the notice period we will take possession of your property. If you do not return all keys you will be charged for the cost of replacement locks and other work required to doors/the door frame due to your failure to return the keys at the end of your tenancy. We reserve the right to charge you the full cost of any repairs which need to be carried out after your tenancy has ended.

Flexible fixed-term tenants during the fixed term

Statutory Grounds

Providing your fixed term tenancy is secure the Council may end it by obtaining an order of the court for possession of the property and by the execution of the order. We may seek such an order on any of the statutory grounds for possession.

Break notice

If your fixed term tenancy is not secure then we may end it by serving a notice stating that the tenancy will end 28 days after service ("a break notice".)

Without prejudice to the above, if your fixed term tenancy is not secure then we may end it by serving a break notice stating that the tenancy will end 28 days after service and this notice may be served in either of the following circumstances:

- (a) the sole tenant has died, or
- (b) all joint tenants have died

Without prejudice to the above a joint tenant can end the fixed term tenancy by the service of a break notice on the Council even if the other joint tenant does not consent.

Without prejudice to the above and in addition to his statutory rights a tenant can serve a break notice even if he is in rent arrears or in breach of a condition of tenancy.

Forfeiture

Without prejudice to the above,
if your fixed term tenancy is not secure, or
if any of the conditions of the tenancy are not performed or observed or
if any of the statutory grounds for possession exist

we may forfeit the tenancy

by serving proceedings seeking possession of the property or

by re-entering the property or any part of it

and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then we will not forfeit by re-entering the property. Forfeiture does not affect the right of either you or us to pursue legal remedies against each other for outstanding rent (whether lawfully demanded or not) or any other breach of the tenancy conditions which took place before the tenancy ended. Rent includes water, sewerage and a fixed service charge,

Flexible Secure Tenancies

I / We have been issued with, have read and understand this supplement to the Conditions of Tenancy applicable to my new Introductory Tenancy/Flexible Secure Tenancy.

Tenant's Signature

Date

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2

3

Print Name of Officer Completing Letting

Date

Authorised on behalf of Rossendale Borough Council

Date

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