

FOR USE BY OFFICER CARRYING OUT THE SIGN-UP

Please complete this tick sheet to confirm that the following aspects of the tenancy agreement, as set out in the following explanatory guide, have been discussed with the new tenant. Retain one copy for the house file and give one copy to the tenant.

Aspect of tenancy agreement to be covered	Tick when complete
The tenancy agreement is a contract of rights and responsibilities. Once you have signed it you are legally bound by it.	
Start of tenancy	
Paying the rent – when due (every Monday, in advance; never in arrear) Paying your rent is your number one priority	
Ways of paying your rent – direct debit is best	
Being an introductory tenant and how you become a secure tenant, including why we might extend your introductory tenancy and for how long	
Statutory and contractual rights (buy; exchange; improve; succeed; lodger etc) and which rights you don't have as an introductory tenant	
Reporting repairs and being re-charged for anything that was your responsibility to repair	
Committing anti-social behaviour and harassment: how seriously we take this and what our powers are to stop it	
Looking after your home and keeping it in good repair and condition, doing alterations and making improvements	
Health and safety - storage of dangerous substances; accumulation and disposal of rubbish	
Pets – pets policy; written permission ALWAYS required BEFOREHAND	
Parking and vehicle repairs	
Access to carry out repairs, emergencies and gas servicing	
Ending the tenancy – landlord and tenant	



YOUR INTRODUCTORY AND SECURE TENANCY AGREEMENT

EXPLAINED

This is a summary of your tenancy agreement. It explains the many terms and conditions in a simple way that is easy to understand.

Please read this guidance in conjunction with your tenancy agreement

PLEASE NOTE THAT THIS GUIDANCE DOES NOT FORM PART OF YOUR TENANCY AGREEMENT: IT IS HERE ONLY TO HELP EXPLAIN SOME OF THE TERMS AND CONDITIONS IN IT.

Your tenancy agreement comes in nine sections, each one about a different aspect of being a Charnwood tenant. Together they make up your tenancy agreement.

In general

A tenancy agreement is a **contract**. It is a legal agreement between two parties – you, the tenant and us, the landlord (Charnwood Borough Council). If one party breaks anything contained in the contract the other party can take legal action to make the other person keep to the contract.

Apart from giving some basic information about you, us and the property you're renting from us, the tenancy agreement is basically a set of **rights** and **responsibilities** (or obligations).

By **rights**, we mean those things that the tenant and landlord **can do, have** or **can enjoy**. Rights allow you to do things without asking permission (though there are a few rights that you have that do need our permission).

By **responsibilities** (or obligations), we mean those things that the tenant and landlord **must do** or **must not do**.

As we've said already, your tenancy agreement is in nine sections; so let's go through each one in turn.

Section 1 - Definitions

This section explains some of the words that are mentioned often in the tenancy agreement. It tells you what it means when these words crop up. For instance, when you see the word 'you' – it means the tenant and no-one else. If you see the word 'agreement', it means this tenancy agreement; and so on.

Section 2 – Tenancy details

This section deals with all the personal and specific details of the property you're renting from us, who's involved in the tenancy agreement and how much you have to pay to live in the property you're renting from us. It also tells you when your tenancy starts and what type of tenancy it is (secure or introductory).

These are the really important bits in section 2...

- **Your name/s;**
- **The address of your new home;**
- **Details about your home – size, number of bedrooms; floor etc**
- **When your tenancy starts;**
- **How much you have to pay us to live there – rent plus other charges;**
- **Whether you are to be a secure or an introductory tenant;**
- **The maximum number of people who can live in the property**

Section 3 – General terms

Although most of the tenancy agreement deals with specific rights and responsibilities, there are other things that we need to include that help you understand those rights and responsibilities: these are contained in this section. Included in this section are:

- details about the type of tenancy you're being given and what that means to you when living in the property. If you are an introductory tenant it tells you how the tenancy becomes a full secure one and how we can extend your introductory tenancy in certain circumstances. It also tells you that once you become a secure tenant, you can stay there until you no longer wish to remain in the property provided you keep to your side of the contract – sticking to the terms and conditions;
- details about paying your rent and when it can be altered;
- details about any service charges you have to pay;

- (if you are moving into special sheltered accommodation) additional details about being a tenant in a sheltered flat;
- how we can alter the terms of the agreement in the future;
- words of caution to you if you lie about anything in order to be offered the property

These are the really important bits in section 3...

- **If you're an introductory tenant, this tells you that your introductory tenancy lasts one year and then automatically becomes a full secure tenancy if you have kept to your side of the agreement during that time;**
- **We can extend your introductory tenancy by another six months if you have not kept to your side of the agreement fully and if we want to give you the opportunity to become a secure tenant: we'll give you another chance;**
- **You have fewer rights as an introductory tenant than those enjoyed by a secure tenant. These are explained later in the conditions of tenancy;**
- **We tell you how we look after all the personal information we will hold about you;**
- **Rent is due EVERY MONDAY AND IN ADVANCE. You can pay rent in larger chunks but it must always be in advance and not in arrear.**
- **Your rent changes every April and we'll give you at least four weeks' notice before this happens;**
- **Depending where you live, your rent could include other charges like the cleaning of communal areas or heating. If you're moving into sheltered accommodation you will pay additional charges for all the services provided there, including the warden charge;**

Section 4 – Your rights

This section tells you all about the rights you have as an introductory or a secure tenant. Introductory tenants don't have all the rights that secure tenants do. If an introductory tenant doesn't have a particular right it will state this clearly in **bold red**.

Some rights are given to you by an act of parliament; but we also give you additional rights under this agreement. This section tells you where each right comes from.

These are the really important bits in section 4... (rights that introductory tenants don't have are in normal black type)

- **Right to repair: in certain circumstances you might be able to claim compensation from us if we haven't carried out repairs when we should have;**
- Right to take in a lodger (but you must tell us that you're doing so and let us know their names);
- Right to do a mutual exchange: this means being able to swap your home with another council or housing association tenant. We can refuse to allow the exchange to go ahead in certain circumstances;
- **Right to succession: if you die you can legally pass your tenancy on to your spouse or civil partner if they were living with you at the time of your death. Another family member can also succeed to your tenancy if they'd been living with you for twelve months or more before your death but we reserve the right to move you to a different property if they would be under occupying the one you're living in at the time of your death. Succession can only happen once: someone can't succeed to a tenancy if the deceased tenant was a successor himself or herself;**
- Right to improve: subject to certain conditions (for instance, you have to get our written permission first) you are able to make improvements and alterations to your home. If you move out in the future, some improvements might even qualify for compensation;
- Right to buy: a secure tenant has the right to buy their home and get a discount on the purchase price depending on how long they have been a secure tenant. Strict rules apply but although introductory tenants don't have this right, the length of time they were an introductory tenant counts;

Section 5 – Our obligations to you

We have to keep to our side of the agreement, too. This section tells what we must do.

These are the really important bits in section 5...

- **Once you've signed your tenancy agreement we have to let you move in and live there for as long as you keep to your side of the agreement;**
- **Although there are certain repairs you are responsible for, generally speaking we have to keep your home in a good state of repair, inside and out;**
- **We have to keep in good repair communal facilities (where provided) like lifts, laundries, door entry systems, lighting and fire alarm systems;**
- **We'll decorate the outside of your home;**
- **There are some exceptions, though, where it's your responsibility to repair, like:**
 - if you (including family members and visitors) cause damage to your home; or
 - if you've brought in or fitted things in your home;
 - if the item that needs repairing is listed in section 6.9 of the agreement;
 - we won't repair boundary fences etc between you and your next-door neighbour;

If we carry out repairs on your behalf that are either your responsibility or if caused by neglect or damage we will **re-charge you for the cost of those repairs.**

- **If you break your side of the agreement and keep on breaking it we will abide by the law if we have to take legal action to enforce our rights and your obligations. For example, we can take out an injunction against you, which means that you will be required by law not do something (e.g. anti-social behaviour) or ask for the court to give us a possession order -which means you**

Section 6 – Your obligations

This is the biggest section in the entire agreement and it lists all those things we expect you to do – and not to do – as a tenant of Charnwood Borough Council.

Section 6 is really all about being able to enjoy living in your home, looking after it, paying your rent and being a good neighbour.

These are the really important bits in section 6...

- **Living in your home and paying your rent, sub-letting and passing your tenancy on to someone else;**
- **Being a good neighbour by not causing a nuisance or interfering with the lives of others;**
- **Looking after your home including repairs, alterations and improvements and keeping safe in and around your home;**
- **Keeping pets;**
- **Use of areas and spaces around you that others use as well;**
- **Parking and repairing vehicles;**
- **Giving us access into your home to do certain important things for you;**

Going into a little more detail...living in your home and paying your rent

- **Once you've signed your tenancy agreement you must move into your new home and live there as your only or main residence;**
- **You must pay the rent (including all other charges set out in section 2);**
- **You must not sub-let your entire home ever. Sub-letting means moving out and letting someone else live in your home in return for them paying you rent;**
- **You might be able to sub-let part of your home to someone else but you **MUST GET WRITTEN PERMISSION FROM US FIRST**;**
- **You can't legally pass on your tenancy – this is called 'assignment' – to anyone else other than in three specific circumstances:**
 - By doing a mutual exchange (swapping homes with our permission);
 - As a result of an order of the court;
 - To someone who would succeed to your tenancy were you to die.
- **You must tell us if you're planning to be away from your home for more than a month;**
- **You mustn't run a business or trade from your home without getting our written permission first;**
- **You mustn't allow your home to become overcrowded.**

Going into a little more detail... being a good neighbour by not causing a nuisance or interfering with the lives of others

We normally use the terms ‘anti-social behaviour’ and ‘harassment’ when we’re taking about being a good neighbour. You must NOT commit acts of anti-social behaviour or harassment.

- **Examples of anti-social behaviour include:**

- damaging our and anyone else’s property;
- committing a criminal offence in or around your home;
- being or threatening to be violent towards someone, including someone working for or on behalf of the council;
- acting aggressively or in an intimidating way towards others;
- unreasonable levels of noise;
- rug-dealing, possession or cultivation;
- dumping rubbish;
- being a member of gang or allowing gang members in your home;
- racist, homophobic etc behaviour (whether personally directed or not);
- vandalism;
- not keeping your pets under control;
- vandalism.

- **What is ‘harassment’?**

Harassment is similar to anti-social behaviour but there’s one important difference: harassment is **personal**. You must not commit any acts of anti-social behaviour against an individual because of **who or what he or she is** because of, for example:

- their colour, race or ethnic origin;
- their sexuality;
- their religion;
- their disability;
- their sex;
- their age.

Harassment is a crime and it’s often called ‘hate crime’.

We will take legal action against you, which could lead to your losing your home, if you commits acts of harassment, serious or persistent acts of anti-social behaviour. We will also work closely with the police if it is likely that a crime has been committed.

You, anyone living with you or anyone visiting you must not commit acts of harassment or anti-social behaviour towards anyone living or working in or visiting the neighbourhood. This includes our staff and anyone working on our behalf.

You must also not use abusive language, intimidating or threatening behaviour towards our staff or anyone working on our behalf when you are away from your neighbourhood, such as visiting our offices.

Being a good neighbour isn't just confined to people outside your home

You must not commit any acts of violence, threats of violence to anyone living with you. This includes children as well as adults. These acts are often called 'domestic violence'. Domestic violence doesn't have to be physical: it can be financial, emotional or psychological (sometimes called 'coercive control')

Moving on now from anti-social behaviour, harassment and domestic violence...

Going into a little more detail... looking after your home, including repairs, alterations, improvements and keeping yourself and others safe

- **You must look after your home, inside and out. This includes:**
 - not damaging it and not neglecting to look after it;
 - not hoarding things to a point where you cause obstructions in your home or create a risk of fire breaking out;
 - keeping your garden and other outside spaces and buildings well-tended and tidy;
 - keeping in good condition any fences or boundaries for which you are responsible;
 - not doing any electrical work without our written permission and conditions being followed;
 - not installing laminate flooring if you live in a flat or a maisonette without getting our written permission first;
 - reporting repairs to us quickly;
 - carrying our repairs that are your responsibility (section 6.9);
 - not altering or decorating the outside of your home without our written permission first;
 - getting our written permission first before carrying out any alterations or improvements inside or outside your home;
 - not storing anything inside or outside that is dangerous or could become dangerous by causing, for example, fire, explosion, contamination or flooding. This includes:
 - portable or free-standing LPG or paraffin;
 - any flammable or dangerous materials or substances.
 - getting rid of rubbish safely;
 - not leaving any hazardous materials such as syringes or needles where others may come into contact with them;
 - block drains with things like wet wipes and disposable nappies;
 - keep balconies clear and not throw anything from them.

Going into a little more detail... keeping pets

- You must abide by our pets policy (available online). In summary:
 - You must get our written permission BEFORE getting a pet unless it's for a registered assistance dog such as a guide dog;
 - In nearly all cases we will not allow you to keep a dog or a cat if you live in a flat without direct access to your own private outside space;
 - You will never be given permission to have a dog that is covered by the Dangerous Dogs Act 1991 or any similar legislation;
 - You must look after your pets and not allow them to become distressed or cause a nuisance to others;
 - You must clear up after your pets both inside and outside your home.

• **Going into a little more detail... use of areas and spaces around you that others use as well;**

- You must not:
 - put or store anything (temporarily or permanently) in communal areas other than in designated rubbish stores, ready for disposal and removal;
 - put up any washing lines, other than rotary lines, in communal areas;
 - put up any CCTV or similar recording devices (live or dummy) anywhere

• **Going into a little more detail... parking and vehicle repairs;**

- You must not:
 - put or store anything (temporarily or permanently) in communal areas other than in designated rubbish stores, ready for disposal and removal;
 - put up any washing lines, other than rotary lines, in communal areas;
 - put up any CCTV or similar recording devices (live or dummy) anywhere

- **Going into a little more detail... parking and vehicle repairs;**

You are responsible for any vehicle parked at your home, its contents and any damage that any vehicle might cause

- In respect of parking, you must not:
 - park anything other than a private vehicle at your home without our written permission first (including caravans or motorhomes (for example));
 - park in a way that could cause an obstruction;
 - park anything that is uninsured or on roadworthy other than in a garage situated within the boundaries of your home;
 - park in designated turning areas;
 - drive across a grassed area, verge or pavement in order to park your vehicle;
 - use communal electricity supplies to charge electric vehicles, including mobility scooters or any other electrical device;
 - park or allow visitors to park in communal areas other than in designated parking bays.
- In respect of doing vehicle repairs, you must not:
 - do any repairs at all on anything that you (or someone living with you) do not own or lease;
 - do any major repairs on any vehicle, whether you own it or not;
 - pour oil, fuel or other hazardous substances into drains or gullies.

- **Going into a little more detail... giving access;**

You must give us access into your home for a number of reasons:

- **To carry out repairs;**

WE WILL GIVE YOU AT LEAST 48 HOURS' NOTICE

- **To carry out gas servicing or other checks (e.g. asbestos or electrical tests)**

WE WILL GIVE YOU AT LEAST 48 HOURS' NOTICE

If there is an emergency that requires us to get into your property immediately we will have to break in if you are not there or if you refuse to let us in. Examples of such emergencies include:

- major, serious water leaks;
- a gas leak;
- a major electrical fault

or anything else that presents a serious and immediate danger to you, your neighbours or our property.

If you refuse to give us access to carry out routine (non-emergency) repairs we may take legal action in the courts that will force you to give us access

- **Going into a little more detail... giving access (continued);**

IF YOU REFUSE TO GIVE US ACCESS TO CARRY OUT GAS SERVICING WE WILL TAKE LEGAL ACTION AGAINST YOU IN THE COURTS TO FORCE YOU TO GIVE US ACCESS:

Section 7 – Ending your tenancy

These are the really important bits in section 7...

- **If you want to end your tenancy you must:**
 - give us four weeks' notice in writing, ending on a Sunday;
 - allow us access within that four-week period to carry out an inspection of your property and any accompanied viewings that we might want to do with prospective new tenants;
 - leave your home **clean and empty of all rubbish and belongings;**
 - leave no-one, including pets, in your home once you leave;
 - return all the keys that were given to you when you first moved in;
 - carry out any repairs that we tell you to carry out (otherwise we will re-charge you for them).
- **If we want to end your tenancy:**
 - We can only do so by serving you with a correct notice such as a notice of seeking possession [secure tenants], a notice of possession proceedings [introductory tenants] or a notice to quit [security given up by abandoning or not living in the property as your sole or main residence];
 - We have to apply to the county court for a possession order;
 - We can only evict you through an order of the court and by a county court bailiff physically taking possession of the property for us
- **It might be very difficult for you to get another tenancy with us or another provider if we have evicted you for something like rent arrears or anti-social behaviour.**

Section 8 – Services

These are the really important bits in section 8...

Section 8 is just a list of things – services - that we could provide and where we would charge you for that service. The section is broken into seven categories.

Most tenants living in houses or bungalows won't pay any service charges.

If you live in a flat with communal areas, we could charge you for services such as:

- cleaning;
- window cleaning (communal windows only);
- electricity;
- door entry maintenance and servicing.

If you live in sheltered accommodation you will almost certainly be paying a service charge that would include services such as:

- cleaning;
- window cleaning (communal windows only);
- electricity;
- door entry maintenance and servicing;
- maintenance, repair and replacement of laundry equipment;
- the mobile warden service;
- the Lifeline emergency call and support service;
- servicing and maintenance of fire alarm systems.

We will not ask you to pay for a service that is not included in section 8.

Section 9 – Signing and declaration

These are the really important bits in section 9...

Section 9 is where you and we sign the tenancy agreement. Both landlord and tenant will sign to say that they agree to the conditions of tenancy and will abide by them.

If you break any terms of your tenancy you have broken your contract with us and we can take action against you to stop you breaking the terms of your tenancy or to make good any consequences of your breaches. In the most serious breaches we can go to court to ask for an order to evict you.

Also included in section 9 is a list of all the keys that we will hand over to you. When you leave you must hand all these keys back to us.