



Tenancy Agreement

This agreement and attached schedules forms a Tenancy Agreement between Castle Point Borough Council and the persons whose names are set out in the schedule below.

The Council and the Tenant/s agree:

The amount payable weekly, subject to any variation, shall be the amount set out in below which covers net rent and all other inclusive charges.

The terms and conditions shall be observed and performed by both the Council and the Tenant/s.

The Tenant/s confirms they acknowledge any additional information supplied within the appendices of this agreement.

Address of Property:

Full names(s) of Tenant(s):

a)

b)

Signed – Tenant a)

Signed – Tenant b)

Net rent

Water/Sewerage charges

Heating charges

Supported accommodation charges

Laundry charges

Other charges

TOTAL PAYABLE £

Please note this amount excludes any current or future entitlement to benefits in whatever form it is distributed at the time.

Signed on behalf of the Council

Type of Tenancy Secure/Fixed Term

Period of Tenancy

Tenancy Start Date

Details of the Council's policies and procedures are contained in the Tenants Handbook and can also be accessed via the website:

www.castlepoint.gov.uk/Housing

Schedules attached

Schedule 1: Boundary Plan

Schedule 2: Former Rent Arrears

Schedule 3: Succession

Schedule 4: Right to Buy Restrictions

Schedule 5: Pets

1. DEFINITIONS

“**Council**” means Castle Point Borough Council, Council Offices, Kiln Road, Benfleet, Essex, SS7 1TF.

“**Fixtures and Fittings**” means all Council supplied appliances and furnishings provided with the Property including installations for supplying water, gas and electricity.

“**Garden**” means lawns, hedges, flowerbeds, trees and shrubs.

“**Household**” means You, Your Partner or spouse, any Relative, any lodger or any other person living with you.

“**Local area**” means the whole of the estate or area in which the Property is situated.

“**Lodger**” means a person who pays you money to live in part of your home.

“**Neighbours**” means everyone living in the Local area including other Council Tenants, housing association and private Tenants and home owners.

“**Partner**” means a husband, wife, civil Partner, or someone who lives with you as husband or wife.

“**Property**” means a house, bungalow, flat or any other dwelling let to the Tenant including any Garden, garage, store, outbuilding, fixture or fitting allocated with it but not including any Shared Areas or loft space.

“**Relative**” means parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, step-Relatives and adopted children.

“**Shared Areas**” means the parts of a building that all Tenants use e.g. halls, stairways, entrances, landings, meter cupboards, bin stores, shared Gardens, lawns, verges, landscaped areas and parking areas.

“**Sub-let**” means giving another person the right to live in part or all of the Property.

“**Tenant**” means the person or persons who have accepted the offer of a sole or joint tenancy from the Council.

“**Secure Tenancy**” means a Secure Tenancy so defined by Part IV of the Housing Act 1985 (as amended) which provides certain benefits and privileges to a Council Tenant who occupies the Property as his/her only and principal home and who complies with the other conditions laid down in the tenancy agreement.

“Fixed Term Tenancy” means a tenancy that lasts for a fixed period of time. Before the fixed term ends the housing needs of the Tenant(s) will be reviewed and if appropriate another tenancy may be offered for the same or an alternative Property.

“Vehicle” means a car, lorry, bus, motorbike, boat and any other motor propelled means of transport.

“Written Consent ” means a letter from the Council giving You permission to do something.

“Written Notice” means any Written Notice served by either party to this tenancy agreement in accordance with any Act of Parliament or any right or obligation contained in this tenancy agreement.

“You” means the Tenant and, in the case of joint Tenants, any one or all of the joint Tenants.

2. GENERAL TERMS

Basis of the Tenancy Agreement

- 2.1 When signing this tenancy agreement, You enter in to a legal contract with the Council and agree to become a Tenant of the Council.
- 2.2 This tenancy agreement contains the rights and responsibilities which apply to You and the Council. The rights and responsibilities apply to You, Your Partner, Your children, Relatives, friends and any other person living in or invited to the Property.
- 2.3 Every Council Tenant is bound by the rights and responsibilities as contained within their tenancy agreement.
- 2.4 This tenancy agreement gives You the right to live in the Property without interference or interruption by the Council subject to clause 2.5.
- 2.5 The Council may interfere or interrupt your right to live in the Property in the following circumstances:-
 - a. A breach of this tenancy agreement.
 - b. Access is required to inspect the Property or to carry out repairs or other works to the Property or adjoining Property in accordance with the terms of this tenancy agreement (in accordance with paragraph 4.25).
 - c. The Property requires major repairs or redevelopment.
 - d. The Property is no longer used as your only and principal home.
 - e. Any other reason within the terms of the Housing Act 1985, Housing Act 1996 or any other current or future relevant legislation.

Altering the Rent

- 2.6 The Council may increase or decrease the rent by serving the Tenant with 4 weeks Written Notice. The notice will specify the net rent (exclusive of other charges) and the date on which it will take effect.

Altering the Tenancy Agreement

- 2.7 With the exception of any changes in rent, major alterations to this tenancy agreement may only be made following a notice procedure with Tenants.

3. OUR RESPONSIBILITIES

Possession

- 3.1 To give the Tenant possession of the Property at the commencement of the tenancy.

Repairs

- 3.2 To comply with the requirements of sections 11-16 of the Landlord and Tenant Act 1985 as follows:
- a. To keep in repair the structure and exterior of the Property (including drains, gutters and external pipes).
 - b. To keep in repair and proper working order the installations in the Property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences).
 - c. To keep in repair and proper working order the installations in the Property for space heating and heating water.

Other Repairs

- 3.3 To keep in good repair the following:-
- a. Council supplied fixtures, fittings and appliances for making use of the supply of water, gas and electricity.
 - b. Cleaning and/or clearing of drains and drain gully traps.
 - c. Internal walls, internal doors and frames, internal door furniture, floors and ceilings.
 - d. Chimneys, chimney stacks and flues.
 - e. Pathways, steps or other means of access.
 - f. Integral garages, stores and outbuildings.
 - g. Boundary walls and fences (excluding those identified as being the responsibility of adjoining private owners). See Schedule 1
 - h. Internal and external glazing and window furniture.

NOTE: If it is clearly established that any damage, blockage or other reason for repair has been caused by the deliberate or negligent act of the Tenant, the Council may charge the Tenant for the costs of the repair/cleaning/clearing.

Transfer/Mutual Exchange requests may be delayed if there are outstanding repairs required due to negligence by the Tenant.

Repair of Common Parts

- 3.4 To take reasonable care to keep common entrances, halls, stairways, lifts, rubbish chutes and any other parts of the building (including any installations for the supply of water, gas and electricity) in good repair and fit for use by the Tenant and any other occupiers and visitors.

External Painting

- 3.5 To include external painting as part of the Council's planned maintenance programme to endeavour to paint the appropriate parts of the exterior of the Property at least once every five years subject to assessed need and the financial resources available.

4. YOUR RESPONSIBILITIES

Possession

- 4.1 To take possession of the Property at the commencement of the tenancy.

Rent

- 4.2 To pay the rent, inclusive of any other charges as noted earlier in this agreement, or that You become liable for at any point in the future, for as long as these charges are payable to the Council.
- 4.3 To pay the rent weekly in advance on the Monday of each week.
- 4.4 Joint Tenants are jointly and severally liable for rent and all other charges.
- 4.5 To keep to any payment arrangement agreed for former rent arrears – see Schedule 2.

Use of the Property

- 4.5 To use the Property for residential purposes as the Tenant's only or principal home and to notify the Council if any other Property is owned.
- 4.6 Not to operate any business at the Property without the Written Consent of the Council.
- 4.7 Not leave the Property unoccupied for more than 28 days without providing the landlord with reasonable notice.
- 4.8 To respond to any reasonable request for current information regarding the Household details.

Anti-Social Behaviour

- 4.9 Not to cause or allow members of the Tenant's household, visitors or any other persons to cause a nuisance or annoyance to Neighbours or anyone in the Local area.
- 4.10 Not to use the Property for any criminal, illegal or immoral purpose.

- 4.11 Not to threaten to commit, or allow members of the Tenant's Household or visitors to threaten to commit, any form of harassment on the grounds of race, colour, religion, gender, sexual orientation or disability which may interfere with the peace and comfort of or cause offence to any other person (including other members of the household, Neighbours, anyone living in the Local area, Council staff, contractors working on behalf of the Council and Councillors).
- 4.12 Not to threaten or commit violence or allow members of the Tenant's Household or visitors to threaten or commit violence towards any other person (including other members of the household, Neighbours, anyone living in the Local area, Council staff, contractors working on behalf of the Council or Councillors).
- 4.13 Not to be, or allow members of the Tenant's Household or visitors to be, aggressive, threatening, verbally abusive, or use intimidating behaviour when interacting with Council staff or contractors working on behalf of the Council or Councillors.
- 4.14 Anti-social behaviour includes, but not exclusively, the following:-
- a. Criminal activity
 - b. Drug and alcohol abuse
 - c. Prostitution
 - d. Dealing in drugs or prostitution
 - e. Using or threatening to use violence
 - f. Harassment
 - g. Excessive and unreasonable noise nuisance

Gardens

- 4.15 To keep any Garden allocated with the Property in a neat, tidy and clean condition; including controlling the growth of trees within the Garden.
- 4.16 Not to store or accumulate rubbish in the Garden.
- 4.17 Not to remove, alter, replace or plant any boundary hedge, fence or tree at the Property without the Written Consent of the Council.
- 4.18 Not to put up a greenhouse, shed or garage without the Written Consent of the Council.

Animals

- 4.19 Not to do any of the following:-
- a. Keep a dog or cat, or any animal which is the approximate size of a cat or bigger at the Property without the Written Consent of the Council – see schedule 5.
 - b. Breed any animals at the Property without the Written Consent of the Council.
 - c. Keep livestock at the Property (including horses, donkeys, goats, pigs, cattle, ducks, geese and chickens).

- d. Allow any animal to cause a nuisance or annoyance to Neighbours or anyone in the Local area.

Vehicles

4.20 Not to do any of the following:-

- a. Park a Vehicle anywhere on the Property unless the Property has a garage, parking space or a drive with a dropped kerb.
- b. Build a garage, parking space or drive without the Written Consent of the Council.
- c. Park any caravan, boat or business Vehicle over 1 ton in weight at the Property.
- d. Carry out a business repairing or buying and selling Vehicles.
- e. Park any Vehicle which is illegal or not roadworthy on any Council-owned amenity land, off-street parking, lay-by's or garage areas.
- f. Double park Vehicles or park in a way that causes an obstruction to other road users, particularly emergency services' Vehicles.
- g. Leave a Vehicle with a Statutory Off Road Notice (SORN) on council land without our Written Consent.

Internal Decorations

4.21 To maintain the interior of the Property in a reasonable standard of decoration.

Repairs and Maintenance

4.22 Not to use the loft space.

4.23 To keep all Shared Areas clean, tidy and free from obstructions.

4.24 To maintain the Property in a clean and tidy condition.

4.25 To repair, renew or replace any Council Fixtures and Fittings arising from the carelessness, neglect or deliberate act of the Tenant, members of the Tenant's Household or any other person living in or invited to the Property.

NOTE:- The Council may carry out any repair, renewal or replacement if the Tenant fails to do so and any costs may be recharged.

4.26 To repair, renew, replace or maintain the following items as necessary (unless carried out at the discretion of the Council):-

- a. Sink plugs and tap washers
- b. Fuses
- c. Cylinder jackets
- d. Door chains, door numbers and letter boxes
- e. Door and window keys
- f. TV aerials (except those that are shared)
- g. Clothes drying lines
- h. Blockages to waste pipes
- i. Dustbins
- j. Electric or gas appliances excluding heating appliances supplied by the Council e.g. cookers, fridges and washing machines

k. Fixtures, fittings and improvements installed by the Tenant

4.27 To report immediately any repair required to the Property for which the Council is responsible.

4.28 To allow Council staff, the owner of the Property or the owner's nominated contractors at reasonable times and with reasonable notice, except in the case of emergencies, access to the Property to carry out an inspection or repairs.

NOTE: If access is unreasonably refused, the Council may charge the Tenant for gaining entry to the Property.

4.29 Not to carry out any structural change, structural alteration or structural improvement to the Property without the Written Consent of the Council.

4.30 Not to erect a Citizens Band (CB) aerial or satellite dish without the Written Consent of the Council.

4.31 You must keep the Property in a reasonable condition and take reasonable steps to prevent infestation and condensation. You are responsible for cleaning the inside of your windows which will assist in the control of the build up of moisture (condensation).

Assignment and Sub-letting

4.32 Not to part with possession (except by giving Written Notice to terminate the tenancy or by way of a transfer or mutual exchange with the written consent of the Council).

4.33 To obtain written permission from the Council before Sub-letting any part of the Property.

Lodgers

4.34 To obtain written permission from the Council before taking in any lodgers.

Overcrowding

4.35 Not to knowingly and deliberately allow the Property to become overcrowded.

Hygiene, Health and Safety

4.36 To endeavour to keep the Property free from vermin and to inform the Council of any structural faults that allow access to vermin.

4.37 Not to use unsafe heating appliances in the Property.

4.38 Not to store flammable materials in the Property or in any Shared Areas.

4.39 Not to store any appliances powered by petrol, diesel or paraffin in the dwelling.

4.40 Not to do anything which could cause a serious danger to health and safety to anyone in the Property, any Neighbours or anyone in the local area.

4.41 Not to smoke in any internal Shared Areas.

Ending the tenancy

4.41 To give the Council at least 4 weeks Written Notice.

NOTE: The Council may at its discretion accept a shorter period of notice.

Moving out

4.42 To give the Council vacant possession and to ensure that:-

- a. All keys to the Property are returned to Housing Services and a receipt obtained.
- b. All rent and other charges are paid in full.
- c. All personal belongings are removed.
- d. All rubbish from inside and outside the Property is removed.
- e. All Fixtures and Fittings installed by the Tenant are safe and in good working order.
- f. All damage is repaired or items renewed or replaced.
- g. All repairs for which the Council is responsible are reported.
- h. A forwarding address is provided.

On vacating the premises the Council will provide any forwarding details to utility companies who may require it to finalise outstanding utility bills.

NOTE: The Council may recharge the Tenant for the following items:

- a. Removal and disposal of any items left in the Property. The Tenant will be responsible for meeting all reasonable removal and/or storage charges when items are left in the premises. The Council will notify the Tenant at the last known address that if the items are not collected within 14 days, the Council may dispose of the items and the Tenant will be liable for the reasonable costs of disposal. The costs may be deducted from any credit on the rent account and if there are any costs remaining they will remain the Tenant's liability
- b. Any damage caused by the Tenant, members of the Tenants household, visitors or any other person living in or invited to the Property.
- c. Reinstatement of Council Fixtures and Fittings where Tenants have installed their own improvements and removed these on vacation.

5. YOUR RIGHTS

Security of Tenure

5.1.1 Secure Tenancy

The Tenant has security of tenure for so long as the Property is occupied as the only or principal home. The Council can only end the tenancy by obtaining a Court Order on one of the grounds for Possession listed in Schedule 2 of the Housing Act 1985 (as amended). The Council will give no less than 4 weeks' notice in writing of its intention to seek a Court Order for Possession other than in exceptional circumstances. If a Tenant is evicted the Council may not have a responsibility to re-house.

5.1.2 Fixed Term Tenancy

The Tenant has security of tenure for the period of the fixed term for so long as the Property is occupied as the only or principal home. The Council can end the tenancy within the fixed term by obtaining a Court Order on one of the grounds for Possession listed in Schedule 2 of the Housing Act 1985 (as amended). The Council will give no less than 4 weeks' notice in writing of its intention to seek a Court Order for Possession other than in exceptional circumstances. If a Tenant is evicted the Council may not have a responsibility to re-house.

5.1.3 Before the fixed term ends the housing needs of the Tenants will be reviewed and if appropriate another tenancy may be offered of the same or an alternative Property. If no Property is offered or You do not move to a suitable Property the Council will obtain a Court Order for Possession. If a Tenant is evicted the Council may not have a responsibility to re-house.

Right to Buy

5.2 The Tenant (other than that of a sheltered housing scheme) has the right to buy their home in accordance with Part V of the Housing Act 1985 (as amended). There are some exceptions to this Right to Buy scheme. Please see Schedule 1 & Schedule 4 to this agreement which sets out any restrictions that apply to Your Property at this time. To confirm if You are eligible to buy Your Property You should contact the Housing Service.

Right of succession

5.3 There can be only one statutory succession of tenancy. When a named Tenant dies, the surviving husband, wife, or civil Partner will be entitled to succeed to the tenancy. A Partner will be entitled to succeed if they have lived at the Property for 12 months prior to the Tenant's death. See Schedule 3.

Right to Take in Lodgers and Partly Sub-let

5.4 The Tenant has the right to take in lodgers or partly Sub-let the Property, but must not do so without the prior Written Consent of the Council. The Property cannot be wholly Sub-let to another person.

Right to Carry out Improvements

5.5 The Tenant has the right to carry out improvements; however they must not do so without the prior Written Consent of the Council. Inspections may be required prior to consent being granted to confirm the nature and scope of the works. A second inspection may be required on completion of any approved

works to ensure they have been carried out to specification and meet current Building Regulations.

NOTE: The Council may recharge the Tenant if corrective works are required to be carried out at a cost to the Council following improper building methods if the Property is made unsafe due to the improvements.

Right to Compensation for Improvements

5.6 The Tenant has the right to compensation for certain improvements (made with permission from the Council) when the tenancy comes to an end.

Right to Repair

5.7 Under The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994 the Tenant has the right to request the Council to arrange for a second contractor to carry out certain repairs if the repair is not carried out in the specified time.

Right to Exchange

5.8 The Tenant has the right to exchange their home with another Tenant of the Council or Registered Provider with the Written Consent of the Council.

NOTE: A mutual exchange may be denied or delayed if repairs are required due to the Tenants' negligence.

Right to Consultation

5.9 The Tenant has the right to be consulted on any important management and maintenance changes the Council plans to introduce.

Right to Information

5.10 The Tenant has the right to information on the Council's housing policies and procedures.

6. WRITTEN CONSENT

6.1 All requests for consent must be made in writing addressed to the Tenancy Services Manager.

6.2 The Council shall only give consent in writing, addressed to the Tenant.

6.3 The Council will not unreasonably withhold any consent.

6.4 All Consents are conditional on the Tenant or a member of the households' actions not causing nuisance, annoyance or damage to any person, the Tenants Property or any other Property within the vicinity of the Tenants Property.

7. WRITTEN NOTICES

The Council

7.1 All letters and notices will be delivered by hand or posted to the Tenant's last known address. A Notice relating to the tenancy will be sufficiently served if served in accordance with section 196 of the Law of Property Act 1925.

The Tenant

7.2 All letters and notices should be delivered by hand or posted to the following address. A Notice relating to the tenancy will be sufficiently served if served in accordance with section 48 of the Landlord and Tenant Act 1987.

**Housing Services
Castle Point Borough Council,
Council Offices,
Kiln Road,
Benfleet,
Essex
SS7 1TF.**

Advice and Assistance Available

Details of the Council's policies and procedures are contained in the Tenants Handbook and can also be accessed via the website:

www.castlepoint.gov.uk/Housing

If the Tenant feels that the Council has not observed or not performed any responsibilities contained in the tenancy agreement, he/she should put the complaint in writing to the address above.

The Tenant can obtain advice and information from, a Ward Councillor, Citizens Advice Bureau, Shelter or a Solicitor.

If the Tenant fails to observe or perform any of the responsibilities contained in the tenancy agreement, the Council may take further action in accordance with its own policies and procedures.

Further legal action may also be taken in accordance with the Housing Act 1985, Housing Act 1996 or any other current or future housing legislation.

If action is being taken by the Council, advice and information can be sought from a Ward Councillor, Citizens Advice Bureau, Shelter or a Solicitor as well as the Council's Housing Options Team.

DATA PROTECTION

The Council will use the information you provide to the Council to provide a housing service to you. The Council delivers a range of services for the benefit of you and the local community. The personal information you provide may be shared between Council departments and other agencies where we are legally required to do so.

We have a duty to handle this information responsibly and to respect your privacy in line with the Data Protection Act. Please ask any member of staff for details of our Data Protection Policy