

THIS IS A NON SECURE TENANCY AGREEMENT

The Tenancy Agreement

This tenancy agreement is between

Our name **Teignbridge District Council**
(“we” or “us” or “the Council”)

Our address **Forde House, Brunel Road, Newton Abbot TQ12 4XX**

which is also the address for service of notices in England and Wales (including notices of legal proceedings) on us. This clause gives to you of our address as required by law (Section 48(1) Landlord and Tenant Act 1987)

and

Your name

(“you”).

Address

in respect of

(“your home” or “the property”)

Description of your home

In the agreement **“your home”** or **“the property”** means the home at the address shown above and includes any garden (but not communal garden), balcony, outbuilding, shed, fence or wall let with it.

Tenancy start date

The tenancy commences on Date and will be for an initial term of one week continuing weekly thereafter until determined in accordance with the provisions of this agreement.

It is a Non-Secure tenancy by virtue of Schedule 1 paragraph 4 of the Housing Act 1985, and the tenancy’s terms are set out in this agreement.

The Head Landlord has created a lease between the Head Landlord and the Landlord for your home for use as temporary housing accommodation. The lease contains a provision allowing the Head Landlord to obtain vacant possession from the Landlord on the expiry of a specified period or when required by the Head Landlord. The Head Landlord is not a body capable of granting a secure or non-secure tenancy

Payments for your home

Weekly rent	£
Service charge items	£

Total weekly payment	£

It is a term of this tenancy that you (or anyone acting for you) have not induced us to grant **you this tenancy by knowingly or recklessly making a false statement to us.**

This agreement contains the terms and obligations of the tenancy. You should read it carefully to ensure that it contains nothing that you are not prepared to agree to. If you do not understand this agreement or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it. If English is not your first language please ask for the agreement to be translated for you. You might consider consulting a solicitor, Citizen Advice Bureau or Housing Advice Centre.

I have read, understood and accept the terms and conditions of this tenancy agreement.

In the case of a joint tenancy, each of you must sign

Signed by the tenant dated

Signed by the tenant dated

Signed on behalf of the Council as Landlord.....

and dated

PRINT NAME.....

POSITION:

The Tenancy Terms

What we must do as your landlord

1. Your Right to Live in Your Home

1.1 As the tenant you have the right to live in your home until or unless:

- A. You break this Tenancy Agreement, or
 - B. The Head Landlord wants your home, or
 - C. The Council no longer has a duty to house you under Part VII of the Housing Act 1996,
- Or
- D. The Council needs your home for other purposes, or
 - E. You serve a Notice to Quit on the Council, or
 - F. You abandon your home.

If we want to evict you for any of the above reasons, we must get a Court Order.

2. Repairs to your home

If your home is a property owned by us we are responsible for the following:

- a) Repairs to the structure and outside of your home

We carry out the necessary repairs and maintenance work to your home

- b) Repairs to keep installations in proper working order

We carry out the necessary repairs and make sure those installations for providing gas, electricity, water and sanitation, together with room heating and water heating, are in proper working order.

- c) Repairs to communal areas to blocks of flats or maisonettes

We carry out the necessary repairs to communal areas to blocks of flats or maisonettes, including to entrance halls, stairways, lifts, passageways, rubbish chutes and bin stores, lighting, door entry systems and intercoms, and other things provided for all residents in your block.

If your home is a property that belongs to the Head Landlord then the responsibility for the repairs set out above will be the Head landlord unless specifically agreed otherwise between us and the Head Landlord.

3. Ending your tenancy

If we want to end your Non-Secure tenancy, we must give you 4 weeks Notice to Quit before taking action to end your tenancy. We will then, if you have not left by the date given in the Notice to Quit, apply to the Court for an order for

possession and, if necessary, a warrant for possession to evict you. If we have to do that, we will also ask the Court that they order you to pay any and all charges due to us from you, such as occupation charges for the period up to and until we regain vacant possession of your home including the reasonable legal costs spent by us on applying to the Court.

We will always try and discuss matters with you first before taking action to evict you unless we consider that urgent action needs to be taken to protect others.

What you must do as the tenant

4. Paying your rent and other charges, including any service charges and support charges

You must:-

Pay all the rent and charges due each week on your home in advance. If we need to change the rent or charges for your home we will give you 4 weeks notice in writing.

It is your responsibility to pay the full rent and charges.

You may be able to get help with paying your rent and charges. We will assist you where we can in helping you to receive the benefits you are entitled to, but it is your responsibility to make the application for those benefits. If there are any changes in your household or finances, then you will need to tell us and those who pay your benefits.

If you do not meet your obligations to pay your rent and charges, the Council can take proceedings to obtain a Possession Order to evict you.

You will also be responsible for paying the legal fees arising out of any legal action taken against you because you owe rent or charges.

If the Council has to take you to Court, it will also seek a money judgment against you for the arrears you owe. If the Court makes such an order you will find it hard to obtain credit.

5 Repairs

You must tell us about any repairs which are needed to your home that we or your Head Landlord are responsible for. You should report these repairs to us as soon as they become apparent to **Teign Housing, Templar House, Collett Way, Newton Abbot 01626 322722** or in person at the reception at the above address.

6 Decorations and Cleanliness

You are responsible for keeping your home clean, in a hygienic condition, free of refuse and so that it will not cause a nuisance and or annoyance to others, including other residents, neighbours and lawful visitors to the home and in the locality.

7

- a) You must allow our staff, our contractors or anyone else working on our behalf, and companies who provide supplies of electricity, gas, and water, access to your home to carry out any necessary inspections or maintenance or repairs or works of improvement. We will inspect your home at least once every 3 months.
- b) You must allow the Head Landlord and their staff, their contractors or anyone else working on their behalf, and companies who provide supplies of electricity, gas, and water, access to your home to carry out any necessary inspections or maintenance or repairs or works of improvement.
- c) You will usually be given a minimum of 48 hours notice in writing by us or by the Head Landlord, unless there is an emergency and this is not possible.
- d) If you do not allow us or the Head Landlord access to your home when required as set out in a) to c) above we will ask the Court to order you to give that access. If we have to enter your home in this way, we will, if necessary, use reasonable force to enter your home but will make good any damage we cause. However, the costs of applying to the Court and the costs of making good any damage will be charged to you. Please note, if we do have to take legal action against you for any monies due to us from you, we will seek a County Court judgment and that will have an effect on your credit rating.

8 **How to use your home**

You must:-

- a) Use your home only as a place to live for you and those authorised to live with you;
- b) Obtain our express written consent to any changes in those authorised to live with you at your home.
- c) You must not and those who live with you or lawfully visit you must not:-
- d) Damage your home (save with the exception of fair wear and tear and accidental damage by fire). If we decide to carry out repairs to things damaged by you, a member of your family, someone else living with you, or any lawful visitors to your home, we will charge you the reasonable costs of doing this work. Please note, if we do have to take legal action against you for unpaid charges and any other monies due to us from you, we will seek a County Court judgment and that will have an effect on your credit rating.
- e) Use your home or neighbourhood for any activity that is unlawful. (Please refer to Clause 11).
- f) Allow anyone else to live with you save those authorised to do so.

9 **Changes to your occupation**

You must not:-

- a) Exchange your home with another person.

- b) Sign over your tenancy to someone else
- c) Sub-let all or any part of your home.

If you do this we will take action to evict you and anyone living at your home.

10 Anti-Social behavior, Nuisance, Harassment (including Racial Harassment) and Domestic Violence

We recognise that most tenants will act reasonably and have consideration for their neighbours. We will not tolerate anti-social behaviour; harassment or domestic violence and we will take firm action to deal with those carrying out this unacceptable behaviour.

As the tenant you will be held responsible for any unacceptable behaviour carried out by you, your family, any other people living at your home, your acquaintances, friends or lawful visitors while at your home or in the locality. You will also be held responsible if you incite anyone to act for you. This will apply whatever their age.

You must ensure that you **do not** and that those listed above **do not**:-

- a) Cause, or behave in such a way as to be likely to cause, a nuisance or annoyance to anyone lawfully in your locality.
- b) Harass any person in your locality on grounds of colour, race, ethnic origin, sex, sexuality, disability or health, age, religious beliefs or culture, immigration status or any other reason.
- c) Be violent towards anyone else lawfully in your home or in the locality, including your partners or former partners, other members of your family, or the people related to your partners or former partners.
- d) Make threats or be violent towards any Teignbridge Council employee, contractor, consultant or Teignbridge Councillor. This includes when you visit or telephone any Council office, if you are visited at your home, or in any other situation.
- e) Use your home or the locality for any activity which is unlawful, including **but not limited to**, drug dealing, consuming illegal drugs, drug growing or drug production, to store stolen goods or contraband, benefit fraud, to obtain goods fraudulently, for sexual offences, or for the storage or keeping of illegal guns or other weapons.

Locality means an area around your home, but the final decision on the locality area will be a matter for the Court.

If you break clause 9 the Council may take injunction proceedings and/or proceedings to evict you. We will also charge you any reasonable costs associated with action we have to take.

11 Extra conditions if you live in a flat or maisonette

As the tenant of a flat or maisonette you must not cause a nuisance or annoyance to your neighbours by acting unreasonably, or by making

unreasonable levels of noise such as playing music or watching television.

You must also:

- a) Use the refuse bins provided for normal household refuse only. You must not leave them in communal areas or outside your block.
- b) Make proper arrangements if you need to dispose of special medical waste such as needles, syringes or sanitary items.

You must not:

- c) Leave things in the communal areas to your block or place things on your balcony if you have one. (Where they might cause an obstruction or be a danger to other people).
- d) Park vehicles where they will prevent access for emergency vehicles.
- e) Erect or fix an outdoor radio mast or aerial or satellite dish without permission from us. We will not unreasonably withhold permission.
- f) Store or use dangerous, flammable or explosive liquids, gasses or tools on the premises (save for normal household goods such as safety matches etc) or in the communal areas to your block.
- g) Throw anything out of windows or from balconies.

12 Pets

You must not:-

- a) Have any pets or any animals of whatever type in your home.

13 Parking

You or anyone living with you or lawfully visiting you must not do the following:

- a) Park a vehicle anywhere on the property except on a driveway or other paved area meant for parking.
- b) Park a boat, commercial vehicle, caravan, trailer, motor home, low loader or similar vehicle on any part of the property or on any communal parking areas.
- c) Park in a way that might obstruct the emergency services, other road users, anybody who uses pavements, footpaths, access ways and so on, the access to any homes in the area or the access to any garage.
- d) Park or leave any illegal, un-taxed or un-roadworthy vehicle on the property including authorised parking areas.
- e) Park or drive any vehicle on or over any grass verge, communal garden, communal open space or similar piece of land in the neighbourhood around the property.
- f) Regularly do major repairs to any car, motorcycle or other motor vehicle on the property or communal areas including authorised parking spaces or allow

engine oil or any similar substance to be poured down any drains or over any road or other surface.

14 Ending your tenancy

If you want to end your tenancy and give your home back to us you must:-

- a) Tell us in writing before you leave by giving 4 weeks Notice to Quit, which should expire on a Sunday. We may be able to agree to a shorter period of notice in a limited number of circumstances. Either way, you remain responsible for all charges, for example, occupation charges, until we recover vacant possession of your home.
- b) Leave your home and any gardens, yards or communal areas associated with your home clean, tidy and free of rubbish, unwanted items of furniture or any other belongings.
- c) Return ALL the keys to your home, including communal entry door key fobs, meter cupboard keys and keys to sheds, garages and outbuildings by 12.00 noon on the Monday. No keys must be left with neighbour, friends or relatives.
- d) Make proper arrangements for the re-direction of post.
- e) Arrange for gas, electricity and water meters to be read before you leave.
- f) Provide us with your forwarding address in case we need to contact you later.
- g) Make sure your home, any garages or sheds are locked and secure before you leave.
- h) Pay the Council reasonable costs for any repairs it has to do because your home has been damaged or because of willful neglect during your tenancy, or for the cost of disposing of any items left at your home.
- i) Pay the Council any rent or other charges for all the periods you are the tenant(s) including your rent for the final week.

If you do not comply with any parts of clause 15 when you leave, and we have to spend money on putting things right, the Council will recharge you for any reasonable costs arising from your breach of this part of the agreement.

Please note, if we do have to take legal action against you for unpaid charges and any other monies due to us from you, we will seek a County Court judgement and that will have an effect on your credit rating.

15 If your home is abandoned and/or your whereabouts are not known

You must tell us if you intend to be away from your home for longer than 4 weeks. If you do not do this and we have good reason to believe that you are no longer living permanently in your home, then we will either serve a Notice to Quit or secure the premises or do both.

Once we have control of your home again, we will remove anything that has been left by you or your family or lawful visitors. If those things are considered to be harmful to others, such as clinical waste or rotting food or soiled clothing,

this will be disposed of immediately. Any other items will be stored by us for a minimum period of 28 days.

We will seek to notify you in writing (at your last known address) what items are being stored, where they are being stored, how you can get them back, and the date by which they will be disposed of if you do not. The cost of storage will be charged to you.

If we dispose of the items by sale, the proceeds of sale will be credited to your account less any monies due to the Council, such as rent arrears or storage charges. Any monies still outstanding will remain your responsibility. Please note, if we do have to take legal action against you for unpaid charges and any other monies due to us from you, we will seek a County Court judgement and that will have an effect on your credit rating.

Address for the service of notices on the Council

If you need to serve a notice or important legal document on the Council, these should be sent to us care of

Forde House Brunel Road Industrial Estate Newton Abbot TQ14 4XX

You can contact us in person, by telephone, by fax or minicom, by emailing housing@teignbridge.gov.uk or by writing on issues to do with your Tenancy Agreement or your home.

Address for the service of notices on you ADDRESS

In relation to the service of any Notices, s196 of the Law of Property Act 1925 [as extended; modified and / or amended] applies

So any Notice from the Council to you shall be held to have been properly served on you in accordance with the provisions of s196 of the Law of Property Act 1925 [as extended; modified and / or amended]

In essence this means that if we need to serve a Notice to Quit or other important legal documents on you, this will be done at your home by posting it/them through the letterbox of your home or by leaving it/them at your home or by attaching it/them to the door of your home or by sending it/them to you at your home by registered post.