

Tenancy Agreement

Oadby & Wigston Borough Council
(Landlord)

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Definitions

In this Agreement, the following words have the meanings given below:

Animal/Pet: Includes bird, insect, reptile, spider, fish, livestock, cat, dog.

ASB: Anti-Social Behaviour.

Assign/Assignment: Giving up the rights of a tenancy in favour of a qualifying family member or by way of mutual exchange.

Assignee: Person who is assigned a tenancy following Assignment

Communal Areas: Areas which tenants share with other tenants such as stairs, entrance halls including door entry systems, lifts, landings, balconies, access ways, paths, grassed open spaces, shared gardens or yards, parking areas, parking bays or hard standings.

Communal Aerial System: An aerial system provided and maintained by us for blocks containing more than four flats and sheltered schemes.

Demotion: A tool to combat Anti Social Behaviour which results in reduced rights and less security from eviction.

Employees: Includes any contractor, agent or anyone employed by us.

Fixtures: Includes, but is not limited to, kitchen units, bathrooms and sanitary ware.

Fittings: Includes, but is not limited to, plumbing systems, electrical circuits, sockets, switches, lamp holders, doors, locks and glazing.

Garden(s): Includes any plantings, hedges and/or trees or other land let to you as part of the Property.

Independent: Someone not affiliated with the Council or Tenant who can provide the necessary advice, such as the Citizens' Advice Bureau and Shelter Housing Advice Centres.

Improvement: Any alteration or addition to the Property.

Introductory Tenant: A Tenant who has an Introductory Tenancy under The Housing Act 1985.

Introductory Tenancy: A Tenancy which lasts for a trial period of up to 18 months. The Tenancy may then become a Secure Tenancy unless the Tenant has breached the Tenancy conditions.

Injunction: A Court Order requiring a Tenant or person to do, or refrain from, doing specific acts.

Joint Tenant/Joint Tenancy/Joint Tenancies: Joint Tenants are responsible, jointly and individually, for the rent, service charges and obligations of the Tenancy

Lodger(s): A person who a Tenant allows to live in the Property, with or without payment.

Neighbours: Everyone living or working in the locality of a Tenant's Property.

Notice Seeking Possession: A legal document that is served prior to taking possession action (for Secure Tenants).

Notice of Possession Proceedings for Introductory Tenants (NOPPIT): A legal document that is served prior to taking possession action (for Introductory Tenants).

Notice Period: The period of notice required by either party to bring the Tenancy to an end. This is normally four weeks' notice unless stated otherwise within the Agreement.

Notice to Terminate: A legal document that the Tenant must complete in order to bring the Tenancy to an end.

Order for Possession: A court order allowing the Landlord to legally evict the Tenant and regain possession of the Property.

Partners: Members of a couple in a relationship (including same gender relationships), who are living together.

The Property: The housing accommodation at the address specified on page 25 let to the Tenant under the Tenancy Agreement, including any garden, yard, outbuilding, garage, fence or wall also let with the housing accommodation owned by Oadby & Wigston Borough Council.

Relatives: Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step relatives and adopted children.

Rent: The weekly or monthly charge payable by a Tenant to live in the Property.

Secure Tenant(s): A Tenant who has a Secure Tenancy under The Housing Act 1985.

Secure Tenancy: A Tenancy providing the Tenant some security of tenure which means that the Tenancy cannot be terminated without a court order.

Service Charge(s): Means charges for services provided to the Tenant by or on behalf of us as Your Landlord.

Sheltered Properties: Situated in a group setting and usually within the same accommodation building with communal facilities.

Successor: Person who receives the tenancy following a succession.

Supported Properties: Properties designated as requiring an individual to have a support need, whether by age, physical or mental impairment.

Sublet: Giving another person(s) the exclusive right to live in part of the Property.

Tenant(s): The person(s) who signs the Tenancy Agreement and named at page 25.

Tenancy Agreement: This document contains the terms, conditions and obligations of the Tenancy.

Tenancy: Possession of land or property as a tenant of Oadby & Wigston Borough Council

Vacant Possession: The Property is unoccupied and empty of possessions.

Visitors: People not living with the Tenant but who come to the Tenant's Property.

Vehicle(s): A car, bus, lorry, motorbike, boat, caravan, motor home, trailer, scooter, motorised transport or similar.

Void: An empty Property.

We, Us or Our: Means the Landlord Oadby & Wigston Borough Council, who can be contacted at the Council Offices, Station Road, Wigston, LE18 2DR

Written Permission/Consent: A letter from us giving the Tenant permission in response to a request they have made. Any consent that is required will not be unreasonably withheld. If you are required to obtain consent under this Agreement, you may also need to obtain statutory consent from other organisations. Any consent given by us under this Agreement does not replace, constitute or take effect as that consent.

You: means the Tenant(s) and includes any successor or assignee,

Terms of Tenancy

1. Introduction to the Tenancy Agreement

1.1 This Agreement contains the terms, conditions and obligations of the Tenancy for you as the Tenant and us as your Landlord. You should read this Agreement carefully to ensure that you understand and accept its contents. If you do not understand any part of this Agreement we strongly recommend you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre before you proceed. By signing the Tenancy Agreement you are agreeing to become a Tenant of Oadby & Wigston Borough Council.

1.2 There are two kinds of tenancy contained in this Agreement:

- Introductory Tenancy
- Secure Tenancy

By signing this Agreement, you are entering into a legal contract with us and will become either an Introductory or Secure tenant. On your Tenancy Agreement we tell you whether your Tenancy is an Introductory or a Secure Tenancy. If you have an Introductory Tenancy, we also tell you within the Tenancy Agreement, the date it will become a Secure Tenancy.

Table A in Section 1.6 shows in brief the rights of Introductory and Secure Tenancies.

1.3 If you had a Secure Tenancy immediately before entering into this Tenancy Agreement you will remain a Secure Tenant. As a Secure Tenant you have the right to live in the Property (right to possession) so long as you comply with this Tenancy Agreement. We will not normally interfere with your right to possession unless the court grants us permission. A Notice of Seeking Possession/Demotion must be served on you before any legal action to end your Secure Tenancy can begin.

1.4 If you did not have a Secure Tenancy immediately before entering into this Tenancy Agreement you will be an Introductory Tenant. An Introductory Tenancy is a trial period of one year from the date of the Tenancy Agreement and you have fewer legal rights than a Secure Tenant. You must demonstrate to us that you are able to comply with your Tenancy Agreement. This includes, but is not limited to:

- Not behaving, or allowing any persons living in or visiting the Property to behave in an anti-social manner, including causing a nuisance or harassing others
- Paying your Rent on time

- Looking after the Property

Unless we take action to end or extend your Introductory Tenancy, you will automatically become a Secure Tenant upon the expiry of your Introductory Tenancy shown on your Tenancy Agreement.

- 1.5 If you breach your Tenancy Agreement we may either extend your Introductory Tenancy by up to six months or take legal action to evict you. Legal action to evict you may mean you incur legal costs which you will be liable for. You can ask us to review our decision to end or extend your Introductory Tenancy. If we apply to the court to end your Introductory Tenancy, the court will grant the Order for Possession providing we have followed the proper procedure.
- 1.6 If you have signed this Tenancy Agreement with someone else you are a Joint Tenant. In Joint Tenancies each Tenant is jointly and individually responsible for the Tenancy. If one Tenant leaves the Property both Tenants are still responsible for abiding by this Tenancy. Your rights and responsibilities cannot be split or shared between you. If one of you ends this Tenancy it has the effect of ending the Tenancy for each of the Joint Tenants.

Table A

Legal rights of Tenants	Secure Tenants	Introductory Tenants
Right to succession of spouse/civil partner	Yes	Yes
Right to succession of family members	No	No
Right to Repair (Regulations)	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to Assign to those with succession rights	Yes	Yes
Right to Buy	Yes in most cases	No
Right to take in lodgers	Yes	No
Right to sub-let	Yes with written permission	No
Right to improve	Yes with written permission	No
Right to Mutual Exchange	Yes	No

- 1.7 Your Tenancy starts on the date set out in this Agreement. It continues until you or we end it.
- 1.8 As long as you pay your rent and you comply with the Tenancy Agreement, we will not normally ask the court for an Order for Possession. However, there may be occasions where possession of the Property is required by us, for example, when we need to move you to a new home if the Property is to be demolished. In these situations you will be given assistance by us to help you relocate and we will be subject to relevant notice periods regarding obtaining possession.
- 1.9 If you have difficulty keeping to your Tenancy Agreement, you must contact us as soon as possible. We can then provide you with support, advice or help to sort out any problems you may be experiencing. This may avoid us having to take legal action against you.
- 1.10 You must occupy the Property as your only or principal home. If you acquire another property you must continue to live in the Property subject to this Tenancy Agreement otherwise we may ask the court for an Order for Possession.
- 1.11 We are committed to the prevention and detection of fraud and participate in data monitoring exercises for this purpose. We advise you that the data held by us in respect of your Tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud. We may also share your data with others as permitted in law, including utility providers.

2. False Statement

- 2.1 If you or someone acting on your behalf has made a statement in an application for housing accommodation which you:
- Knew was false; or
 - Thought could be false; or
 - Contained information which deceived us in allocating you this Tenancy

We may take legal action to regain possession of the Property.

3. Payment of Rent and Charges

- 3.1 You must pay your rent, together with any service charges due, in advance on Monday of each week. If you pay your rent by Direct Debit or Standing Order these payments must also be paid in advance.

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- 3.2 You must pay the Rent, including service charges for any period of less than a week at the start or end of this Agreement, at a daily rate equivalent to the Rent payable for one week, divided by 7.
- 3.3 You must not withhold rent or any service charges for any reason.
- 3.4 You must pay any debt outstanding from any tenancy in full e.g. unpaid rent, tenancy charges, and charges for damage to the Property.
- 3.5 If you are Joint Tenants, you are each responsible for the rent and service charges, both jointly and separately. This means that we can recover arrears from you jointly, or each of you individually until the full amount outstanding is cleared.
- 3.6 If you have any difficulty paying your rent or service charges, you, or someone acting on your behalf, must contact us immediately.
- 3.7 If you do not pay your rent, rent arrears or service charges we may take court proceedings to evict you from the Property. These proceedings may incur additional charges such as legal fees and court costs which will then be added to your rent account.
- 3.8 We may vary the amount of rent or service charges you have to pay. You will be notified in writing of any such variation four weeks before any change takes effect.
- 3.9 If you wish to pay your rent fortnightly or monthly, you should agree this with us and permission will only be granted if you pay in advance to avoid recovery action being taken against you.
- 3.10 We may incur costs associated with pursuing you for any debt accrued by you. Unless the court orders otherwise, you must pay our reasonable legal costs and expenses properly incurred in enforcing this debt.
- 3.11 You remain liable for rent and service charges during your notice period. Your liability for rent remains until your Tenancy legally ends.
- 3.12 Your rent is subject to an annual review which may result in a change to the amount that we charge you for living at the Property.

4. Use and Occupation of the Property

- 4.1 You must use and occupy the Property as your only or main home. Where the Tenancy is a Joint Tenancy, at least one of you must occupy the Property as your only or principal home.

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- 4.2 You must tell us if you are going to be away from the Property for more than a month and ensure that we are advised of a contact address and a nominated key holder/caretaker in case of an emergency.
- 4.3 You may take in lodgers as long as you are a secure tenant and the Property does not become overcrowded as a result. However, you must get our prior written permission before you take in lodgers. You must also provide details of their name, date of birth, gender, National Insurance Number, former address and details of the rooms that they will occupy.
- 4.4 You must not, without our prior written permission, sublet part of your Property. You cannot sublet the whole of the Property as you will no longer be a secure tenant.
- 4.5 You may have the right to assign the tenancy to a qualifying successor. However, there are statutory criteria which apply to any assignment and our consent is required. Permission may be refused if, but not limited to:
- You have rent arrears
 - We are considering or have started possession proceedings based on rent arrears, unacceptable behaviour or condition of the Property
 - The person you wish to assign the tenancy to is not financially secure as determined by us
 - The Property has been adapted and the person being assigned the tenancy does not require the adaptations
- 4.6 You must not run a business from the Property which may affect nearby residents or your neighbours without obtaining our prior written permission. Prior to granting any such permission we will consider various factors including but not limited to, planning issues, the amount of noise generated, nuisance likely to be caused to your neighbours and whether damage to the Property may occur. An inspection of the Property may also take place before full permission is granted.
- 4.7 You must not place or exhibit any notice board or notice visible from outside the Property advertising any profession, trade or business or any goods or services without our prior written permission.
- 4.8 You or anyone living with you must not keep or use bottled gas, paraffin, petrol or any other dangerous material in any part of the Property which includes, but is not limited to, any of the Communal Areas, outbuildings and Gardens. It also includes any other area owned by us, except where necessary for normal domestic purposes, for medical purposes or where the equipment has been prescribed by a registered medical practitioner. You must not keep large amounts of these substances on the Property and the substances must be stored appropriately and safely at all times.

- 4.9 You must not use paraffin or petrol heaters, or liquid or bottled gas heaters, in the Property without our prior written consent.
- 4.10 You or anyone living with you must not use as bedroom accommodation, any room where an open flued gas appliance is installed.
- 4.11 You must notify us of any permanent changes in occupation to the tenancy including, but not limited to:
- A new baby arriving
 - A new partner arriving
 - Persons previously occupying the Property and leaving the Property for whatever reason including the death of an individual
- 4.12 You must not intentionally overcrowd the Property.

5. Access to the Property

- 5.1 You or anyone living with you must allow us, our employees and any other authorised person's safe access to the Property. We will provide you with at least 24 hours' notice in writing, (except in an emergency - see condition 5.4) setting out the reason we require access and the date and time of our visit.
- 5.2 We may require access to the Property for various reasons, including but not limited to:
- Inspecting the condition of the Property including pre-termination tenancy inspection
 - Carrying out repairs
 - Undertaking improvements
 - Servicing checking and/or maintaining equipment within the Property in line with regulations and legislation
 - Facilitating any of the above to any adjoining premises e.g. party walls, flats, roofs etc.
- 5.3 We will give you at least 24 hours written notice if we intend to enter the Property, unless we believe that there is an immediate risk to the health or wellbeing of any person, or a substantial risk of serious damage to any property.
- 5.4 In an emergency we may require immediate access to the Property without prior notice. In the event that such access is necessary and the property is unoccupied or access is denied, we may use reasonable force to gain entry to the Property. We will take reasonable steps to contact your nominated key holder in your absence, will leave the Property secure and advise where the keys are held.

- 5.5 Examples of emergencies include, but are not limited to:

- Fire
- Flood
- Gas leaks
- Threat or risk of personal injury
- Threat or risk to the structure of our property
- Unsafe heating appliances or electrics
- Suspicion of any of the above

- 5.6 Where access is denied to the Property and we deem it necessary to gain access, we may apply for a court order to allow us legal rights to access. We may then recover the costs of securing access from you. Further to this we will not be responsible for reinstating any alterations or additions removed, altered or damaged as a result of our access to the Property.

6. Repairs and Maintenance

- 6.1 On the day that you move into your Property you must check the entire Property and note any repairs that require our attention. If there are any repairs that are our responsibility to put right, please notify Oadby & Wigston Borough Council, Council Offices, Station Road, Wigston, LE18 2DR within seven days of moving in.
- 6.2 During your Tenancy you must inform us promptly if any repairs (or other matters that we are responsible for carrying out) come to your notice. This will enable us to arrange an inspection and/or for the repair to be carried out.
- 6.3 You must keep the inside of the Property in a clean and tidy condition, free from excessive accumulation of belongings or rubbish that could cause a health and safety or fire risk to you or anyone else and must not allow the condition of the Property to deteriorate.
- 6.4 The Property must be kept in at least as good a condition as it was at the start of this Agreement, or after any improvements, but subject to reasonable wear and tear.
- 6.5 All rooms must have clear access and exit routes at all times.
- 6.6 You or anyone living at or visiting the Property must ensure that you are able to evacuate the Property in the event of a fire or other emergency situation.
- 6.7 You must ensure that any fire or smoke detection equipment installed in the Property is working correctly. This means that you must test the fire or smoke alarms regularly and replace the batteries where necessary. If a fire or smoke alarm fitted by us is not working correctly, you must notify us promptly.

- 6.8 You must not do anything that might reduce the fire safety at the Property or in any Communal Areas or common parts. This includes (but is not limited to):
- Removing or damaging any fire detection devices
 - Removing, altering or damaging any structures that provide fire separation (such as doors and walls)
 - Interfering with or damaging any installations for the supply of electricity, gas or any other service
 - Removing or damaging any instructions relating to fire safety procedures
 - Blocking, restricting or otherwise reducing any escape routes.
- 6.9 You must inform us immediately of any damage, however it has occurred, to the Property, fixtures and/or fittings for which we are responsible.
- 6.10 Damage includes any damage whether caused intentionally or accidentally or as a result of negligence, recklessness or neglect.
- 6.11 You and anyone living in or visiting the Property (including animals) must not damage or destroy the following (including but not exhaustive):
- The internal and external structure of the Property - including any glazing, internal walls, floors or ceilings
 - The fittings for the supply of gas, water and electricity
 - Bathroom and toilet fittings
 - Room heating systems
 - Water heating systems
 - Kitchen units and fittings
 - Internal fixtures and fittings for example doors, internal glazing and smoke alarms
 - Sheds, garages, fencing, patios, paths, any part of the garden area, open plan space or communal walkways
 - Any other installed element which the Property benefits from
- 6.12 You are responsible for carrying out certain small repairs and replacing certain items of fixtures and fittings. These are listed in your Tenants Handbook.
- 6.13 You are responsible for the repair, maintenance and replacement of any TV aerial serving the Property, except where it is provided via a Communal Aerial System.
- 6.14 You are responsible for repairing any damage to any part of the Property caused by the deliberate or careless actions or omissions of yourself, or of anyone living with you or visiting you (including animals).
- 6.15 If damage has occurred to the Property we may serve a notice on you requiring you to put it right. If you do not comply with the notice we may enter the Property and undertake any necessary work to make good the

damage. You will be recharged for these works in accordance with our Rechargeable Works Policy.

- 6.16 You are responsible for repairing and maintaining any alterations or improvements which you have carried out to the Property.
- 6.17 Where such alterations and improvements have come to the end of economical useful life we may put these back to our standard specification.
- 6.18 If you make any improvements, alterations or additions to the Property without our prior written consent we may tell you to return the Property back to the condition preceding the works being undertaken. If you fail to do so we may carry out the work and charge the costs we have incurred in doing so (including any administrative costs) to you.

7. Insurance

- 7.1 You should consider obtaining insurance for accidental damage, contents and your belongings. We will only insure the structure and fabric of the Property.
- Please refer to the Tenants Handbook in reference to what we are insured for
- 7.2 In situations where we carry out repairs which are not our responsibility we may recharge you the cost of doing so. For example, if you accidentally nail through a pipe, we can carry out the necessary repairs and recharge the cost to you which. This may include but is not limited to costs related to consequential damage and administrative charges.
- 7.3 It is your responsibility to ensure that repairs which you are responsible for are carried out. If you have your own private buildings insurance that covers accidental damage you may be able to reclaim the cost of this work.
- 7.4 A separate recharges section is included in this Tenancy Agreement. See section 16.

8. Anti-Social Behaviour

- 8.1 You are responsible for your own behaviour and for that of anyone living with you, whether permanently or temporarily, or visiting you, including but not limited to relatives, animals and visitors.
- 8.2 You, relatives or anyone living with you, your animals and your visitors must not cause, or act in a way which is likely to cause, nuisance, annoyance or disturbance to people living, visiting or working in the locality of the Property. Examples of nuisance, annoyance or disturbance include but are not limited to:

- Foul and abusive language
- Loud music
- Shouting, arguing, door slamming
- Dog barking and fouling
- Offensive drunkenness
- Urinating in public
- Playing ball games close to somebody else's home
- Causing damage or neglecting the Property
- Lighting excessive fires or burning of toxic materials at the Property
- Fly tipping

"People working in the locality of the Property" includes:

- Our employees, contractors and other people engaged in lawful activity in the area e.g. postal workers.

8.3 You, relatives or anybody living with you, your animals and your visitors must not cause or act in a way which is likely to cause people living, visiting or working in the locality of the Property to feel harassed, abused or threatened.

"Harassment" includes but is not limited to:

- Violence or threats of violence towards any person including our employees, agents or contractors
- abuse or threats towards our employees, agents or contractors including but not limited to:

Abusive or insulting words or behaviour including that sent via email, social networking sites and mobile phones

Damaging or threatening to damage another person's property or home

Writing threatening remarks or insulting graffiti

- Interference with the peace or comfort of any other person because of a person's sexuality, gender, gender reassignment, colour, race, age, nationality, ethnic or racial origins, disability, religion, marital status or because they have HIV/AIDS
- Must not inflict domestic violence or threaten violence against any other person including the use of mental, emotional or sexual abuse to anyone

8.4 You, relatives or anyone living with you, and your visitors must not make false or malicious complaints about the behaviour of another person.

8.5 You, your relatives or anyone living with you, animals, and your visitors, must not cause or act in a way which is likely to cause damage to the

Property, dump rubbish on or misuse Communal Areas, corridors, stairwells, shared entrances, play areas or anywhere else including any other property, or land owned by Us.

- 8.6 Any items found may be removed without further notice, particularly if deemed to be a health and safety risk such as flammable items, trip hazards or if they are blocking exits.
- 8.7 You, your relatives or anyone living with you, and your visitors must comply with the law on smoke free premises. By smoking in smoke free premises you are deemed to be breaking the law.
- 8.8 You must make sure that you do not allow, incite or encourage other people living with you, relatives or visitors to the Property to engage in behaviour as described in the conditions 8.2 - 8.7 above.
- 8.9 The housing department's Anti-Social Behaviour Policy includes details of what the Housing Department considers Anti-Social Behaviour. We will rely on the conditions above and/or the Anti-Social Behaviour Policy when looking to enforce the conditions of this Tenancy Agreement should we believe you have engaged in Anti-Social Behaviour.

9. Unlawful behaviour

- 9.1 You, your relatives and visitors must not do, threaten to do, incite or encourage others to do anything illegal or unlawful in the Property or in the locality. Examples of such unlawful behaviour include (but are not limited to):
- Selling or conspiring to sell, possessing, storing, manufacturing or cultivating illegal drugs or other illegal substances
 - Storing, handling or selling stolen goods
 - Selling or supplying alcohol without the appropriate licence or permission or in breach of that licence or permission
 - Selling or supplying illicit tobacco or cigarettes
 - Keeping illegal or unlicensed firearms or weapons
- 9.2 You must not steal anything from the Property, Gardens, Communal Areas, common parts or from any land or property owned or previously owned by us or from any land or building in the locality.

10. Gardens

- 10.1 You must keep your Garden area (if any) well maintained at all times. You are responsible for the upkeep of all parts of your Garden. This includes, but is not restricted to grass, trees, plants, bushes and hedges.
- The grass must be cut regularly and must not become overgrown
 - The Garden must be weeded regularly
 - No waste or rubbish should be stored in the Garden or outbuildings
 - Hedges/bushes/trees/plants must be cut and maintained to a reasonable height in keeping with local planning regulations
 - Occasional bonfires to dispose of Garden waste are permitted but complaints will be investigated. The bonfire must be situated at a safe distance from buildings, fences, hedges and anything flammable and supervised by a responsible adult.
- 10.2 If you do not carry out the necessary Garden maintenance, and the Garden causes an eyesore or causes a health and safety risk, we may serve a notice on you requiring you to put your Garden in the condition required by condition 10.1 or require you to do anything reasonably required to remedy the breach. The notice shall specify the time or times within which the work required to be done in the notice must be completed. If the work is not completed within the specified time or times, we may enter the Property and undertake the necessary work and recharge reasonable costs (including any administration costs) to you.
- A health and safety risk may for example include, overhanging branches, hedges encroaching onto the highway, waste and rubbish that could provide food or harbourage for vermin or pests.
- 10.3 You must not have any plant in your Garden that causes a nuisance or annoyance to your Neighbours, other people in the locality or us. This includes (but is not limited to) plants that may spread uncontrollably, plants that may spread onto the path or road or plants with root systems that could cause damage to the Property or neighbouring properties.
- 10.4 You must not plant any tree or plant on the Property which may grow to a height of more than two metres without prior written consent from us. Consent would not be unreasonably withheld.
- 10.5 You, relatives or anyone living with you, and your visitors must keep any communal garden area outside of the Property, clean, tidy and free from rubbish or furniture at all times.
- 10.6 You must share the use of any driveway which gives access to the Property and any adjoining property with the occupiers of the adjoining property.
- 10.7 You must not fence off or enclose any part of the driveway without our prior written consent.

11. Boundaries, Paths and Driveways

- 11.1 You will be required to obtain permission from us to install or remove fencing, walls, paths, hedges or driveways and the work will be pre and post inspected at our discretion.
- 11.2 The maintenance of any fencing, walls, paths, hedges or driveways installed by You will be Your responsibility.
- 11.3 We will maintain any fencing, walls, paths or driveways installed by the council or present at the time your tenancy commenced. Usually this will be through a planned programme of works over a number of years unless there are specific health and safety concerns. The type and timing of the work will be at our discretion and removal of fencing, walls, hedges or driveways will also be considered, where repair is not economical.
- 11.4 The maintenance of any hedgerow or tree(s) which define or mark the boundary will be your responsibility.

12. Vehicles and Parking

- 12.1 You, anyone living with you or visiting you must not do any of the following:
- Park a vehicle anywhere on the Property unless the Property has a garage, parking space or a driveway which is a hardstanding with a dropped kerb.
 - Allow anyone, other than your relatives, visitors and/or friends to park at the property.
 - Park any vehicle which is untaxed, illegal, is not roadworthy or is in disrepair on any land belonging to us. If you do, the vehicle must have a valid SORN and you must have our permission to park on our land.
 - Store a Caravan or Motorhome on the Property without our written consent
 - Allow a Caravan or Motorhome to be used as living quarters whilst it is on the Property
 - Build a parking space, garage or driveway (hardstanding) without our written permission.
 - Drive across a kerb to access the Property unless the kerb has been dropped in accordance with the regulations of the Highway Authority. You must have written permission from us and the Highway Authority to adapt a pavement so a vehicle can cross it.

- Drive or park any vehicle over any grassed or landscaped area
 - Park any vehicle on a designated area set aside for emergency vehicles or park in any area which causes an obstruction or would block access for emergency vehicles or refuse collection vehicle.
 - Double park vehicles or park in a way which causes obstructions to pedestrians or other road users.
 - Carry out any vehicle repairs or maintenance, except minor maintenance on your own vehicle or to any vehicle on the Property, Communal Areas, Gardens, driveways or roads in the neighbourhood without prior written consent being given by us.
 - Use any Garden or driveway to the Property to store, load or unload vehicles, store scrap metal or break up vehicles for spare parts.
 - Cause nuisance to Neighbours or damage to pathways, driveways and parking spaces through leakages or spillages from vehicles.
 - Have a motor-related business from the Property or receive payment for repairing any vehicle at the Property.
 - Store any moped, motorbike or machinery having a petrochemical engine inside the Property or in Communal Areas.
- 12.2 Your vehicle must be less than 2 metres high (6 foot 6"), less than 1.83 metres wide (6') and less than 4.8 metres long (16 feet). If you wish to park a bigger vehicle you must have prior written permission from us to do so.

13. Use of Communal Areas

- 13.1 You, anyone living with you or visiting you must abide by the following:
- Share the use of Communal Areas with other tenants. You must not cultivate, fence off or restrict access to any parts of the Communal Areas without prior written consent from us.
 - Not build, construct or place any building or other structure in the Communal Areas without our prior written consent.
 - Not leave waste or other items in the Communal Areas (except in designated bins or other appropriate receptacles).

Not to cause nuisance, annoyance or disturbance in the Communal Areas. This includes (but is not limited to):

- Allowing your pet, or that of a relative or visitor, to foul the Communal Areas without clearing it up immediately.
- Allowing your pet, or that of a relative or visitor, to cause a nuisance, annoyance or disturbance.
- Play ball games.
- Noisy, abusive or intimidating behaviour.
- The consumption of alcohol when this behaviour becomes a nuisance to others.
- Inappropriate sexual behaviour.
- Causing damage to the Communal Areas.

- 13.2 If you are in breach of any of the conditions listed at 13.1 we may charge you the cost of repairing, reinstating or cleaning the Communal Areas or otherwise remedying your breach and recover these costs from you.

14. Keeping of Animals

- 14.1 If you live in a house or bungalow, you have our consent to keep the following animals without our written permission:

- One domestic dog; and/or
- One domestic cat; and/or
- One domestic caged bird; and/or
- Fish kept in an aquarium indoors; and /or
- Small caged pets for example, gerbil, hamster or rabbit.

The size of the aquarium or cage must not exceed 1.83 metres in width (6'), 0.61 metres in depth (2') in depth and 1.22 metres (4') in height without our written permission.

No other type of pet or animal, including livestock may be kept without our prior written permission which will not be unreasonably withheld or delayed.

- 14.2 If you live in a house or bungalow and wish to keep any pet, animal or livestock, other than or in addition to those detailed in condition 14.1, you must obtain our prior written permission.
- 14.3 If you live in a flat or in Sheltered Properties, which has a communal entrance, you or anyone living with you may not keep a pet without our prior written permission.
- 14.4 You are responsible for the control of any pets/animal(s) which belong to you or anyone living with you.
- 14.5 You must not keep a pet/ animal in a communal area.

- 14.6 You must not breed pets/animals for commercial purposes at the Property.
- 14.7 You must not build any animal enclosures without prior written consent from us, in any part of the Property.
- 14.8 You must not board animals on a commercial basis without prior written consent from us.
- 14.9 If feeding wild animals or birds from your property, communal areas, outbuildings, gardens or from any part of the land belonging to us, you must do so responsibly, in a manner which does not attract vermin or cause a nuisance to your neighbours.
- 14.10 You must make sure that no animal you keep at the Property (or that you are responsible for) causes nuisance or annoyance to anyone:
- Examples of nuisance include but are not limited to:
- Allowing your pet/animal to persistently foul in an inappropriate place
 - Failing to clean up fouling in a timely manner
 - Barking
 - Creating a foul smell
 - Not being kept under control
 - Creating any type of danger or health hazard
 - Encroaching onto other people's gardens
- 14.11 You, your relatives or your visitors or anyone living with you must not leave any pet/animal unattended for more than 24 hours either inside or outside of the Property.
- 14.12 Any permission obtained from us for you to keep a pet/animal may be withdrawn if your pet/animal creates a nuisance.
- 14.13 You must make sure that no pet/animal kept at the Property causes any damage:
- To the Property;
 - To a Communal Area
 - In the locality
 - To any land owned by Us
- You will be held liable should any damage be caused,
- 14.14 You are responsible for putting right any damage attributable to your pets, or those pets/animals you are responsible for.

- 14.15 You, your relatives or anyone else living with you, and your visitors must ensure that no pets/animals kept at the Property prevents our employees, or any other authorised person's from gaining access to the Property.
- 14.16 You must not keep any animals prohibited by law within the Property. All legislation relating to Pet ownership must be adhered to.

15. Alterations to the Property

- 15.1 You must obtain our prior written permission before making any alteration or addition to the Property
- 15.2 Permission may not be unreasonably withheld by us.
- 15.3 The list of structure erections, alterations and improvements include, but is not limited to:
- Building an extension
 - Removing internal walls
 - Changing the use of a room e.g. a living room to a bedroom
 - Adding, changing or replacing fixtures and fittings: eg: kitchen, bathrooms
 - Installing a water meter
 - Decorating the exterior of the Property
 - Altering or tampering with gas, electricity or water supplies
 - Erecting an aerial or satellite dish
 - Building a structure e.g. car port, garage, hard standing driveway or shed
 - Creating ponds and/or carrying out major landscaping
 - Removing any tree, hedge or boundary fence or wall
- 15.4 When deciding whether it is reasonable to grant written permission we will consider a range of factors including but not limited to the impact of the alteration or improvement on the surrounding properties.
- 15.5 Any consent given by us may be subject to any reasonable conditions including (but not limited to):
- That work must be undertaken by a properly qualified person registered with the appropriate regulatory body
 - That you have obtained all necessary consents and approvals for the works
 - That you are responsible for maintaining the alteration or addition including complying with any statutory or other requirements related to the alteration or addition
 - That you may be required to remove the alteration or addition and reinstate the Property at the end of this Tenancy or when required to do so by us
 - That we will not be liable to you or any other person for any loss, damage or other harm arising from the alteration or addition

- 15.6 We may serve a notice on you requiring you to remove any unauthorised alterations or additions. An alteration or addition is unauthorised if it is undertaken without prior written consent or if it is not completed in accordance with the terms of the consent.
- 15.7 You must repair any damage resulting from the construction or removal of the alteration or addition. If you do not comply with the notice, then we may undertake necessary work to remove the alteration or addition and you will be liable to pay our reasonable cost of the work.

16. Recharges

- 16.1 We reserve the right to charge you for the following (not exhaustive):
- Repairing any damage to the Property or Garden or Communal Area
 - Repair and/or replacement of damaged Fixtures and Fittings
 - Costs incurred by us as a result of breach by you of conditions in relation to this agreement
 - Costs incurred as a result of maintaining your Garden
- 16.2 We are entitled, and you agree to, the deduction of any reasonable costs associated with the above at condition 16.1 from any monies held by us lawfully due to you.

17. Ending Your Tenancy

- 17.1 You must provide us with four weeks' notice, in writing, before you leave the Property and end your Tenancy.
- 17.2 You will be liable for payment of Rent during the four weeks' notice period.
- 17.3 When you move out of the Property you must:
- Provide us with vacant possession of the Property when your Tenancy ends.
 - Pay all Rent and Service Charges up to the date of the end of your Tenancy. If you owe Us money for Rent or Service Charges when you leave the Property, you must make arrangements to pay the debt
 - Reinstate any unauthorised alterations to the Property or any authorised alterations that are subject to the condition that they are reinstated at the end of this Agreement
 - Ensure that you record a final meter reading for your utilities and notify all of your suppliers of that reading and of your departure
 - Remove all of your furniture, personal belongings and rubbish from the Property

- Return all the keys to the Property to our offices, or as directed at the time of submitting your written notice to end your Tenancy. This must be done by 12 noon on the date agreed by us. If you do not return the keys by the agreed date, you will be responsible for additional rent.
 - Advise us of your new address
 - Make sure that all household members, Lodgers, Subtenant and Animals leave the Property at the same time as you.
- 17.4 If you return the keys to the Property to us or you vacate the Property without giving written notice to end your Tenancy, we will treat this as a lawful surrender of your Tenancy and an end to this Agreement, once four weeks have elapsed. You will be charged rent during this four week period and we will hold the keys on your behalf. During this four week period we reserve the right to enter the property to carry out repair and maintenance works and/or undertake security works we deem appropriate. You may access the Property during this period with our prior permission which we will not unreasonably withhold.
- 17.5 The Property (including the Garden, outbuildings and loft space) must be left in a clean and tidy condition. You must clear and dispose of all your personal belongings, furniture and personal effects including rubbish from the Property.
- 17.6 You must make good any damage to the Property before ending your Tenancy. Any alterations or additions that have been carried out to the Property by you, anyone living with you or visiting you, without our written permission, must also be returned to their original state prior to ending your Tenancy.
- 17.7 We will remove, store and if not collected within one calendar month, sell or otherwise dispose of, any furniture, goods or personal items which you fail to remove from the Property at the end of your Tenancy either on surrender of the Property by abandonment, court order or termination by you. At any time, once the Property has been vacated, we will immediately remove and dispose of any perishable goods or waste products that we consider would be unreasonable to store as stated above. This includes such items as food, rubbish, domestic waste and goods damaged beyond economical repair. You will be responsible for all reasonable costs which we may incur in collection, storage and/or disposal of the above.
- 17.8 Unless required by law we will not be responsible for any damage or loss of goods/belongings stored by us under 17.7 above.

18. Consultation and Information

- 18.1 Right to Consultation

You have the right in law to be consulted in respect of certain matters which relate to your Tenancy including significant changes to this Agreement. This is explained in more detail in the Tenants Handbook.

18.2 Right to Information

We must provide you with a copy of your Tenancy Agreement. We publish our policies and procedures which you may see, together with a range of other information booklets on our website www.oadby-wigston.gov.uk. These are available in hard copy upon request. The Data Protection Act 1998 provides you with the right to request information regarding your housing records. The Freedom of Information Act 2000, makes additional information available to you.

19. Notices

19.1 We may serve any notice on you at the Property by putting the notice through the letterbox, by fixing the notice to the Property, by leaving the notice with somebody for you at the Property or by sending the notice by post to the Property. This is in addition to serving the notice on you in person.

19.2 If you wish to serve any notice in connection with legal proceedings it should be served on your Landlord at:

Oadby & Wigston Borough Council, Council Offices, Station Road,
Wigston, LE18 2DR

19.3 For all other notices e.g. Notice to Terminate your Tenancy or requests for permission, please contact the Housing Management team in writing at the above address or email customerservices@oadby-wigston.gov.uk or by using the appropriate e-form online.

Tenancy Agreement

This is a legal contract which sets out the terms and obligations of the Tenancy. You should read it carefully to ensure that you understand each of the terms and obligations.

If you do not understand this Agreement you are advised to ask for it to be explained to you before signing. You may consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre to assist or advise you.

This Tenancy Agreement made between Oadby & Wigston Borough Council and

Tenant one _____ (Print name)

Tenant two _____ (Print name)

Type of tenancy:

The address of the Property is:

House number: _____

Street _____

Town _____

County _____

Postcode _____

Start date of tenancy: []

Rent £

Service Charge £

Insurance £

Heating £

Total £

Introductory Tenancies only

Possible start date of Secure Tenancy:

(Based on key received date and subject to any order for extension)

Fixed Term Tenancies only

Date that Fixed Term Tenancy will come to an end:

Please note that these amounts are correct at the start of your Tenancy and the amounts may change.

You will be given prior written notice of the new rent charges.

Date keys received:

Type of Property: House Flat Bungalow Studio Maisonette
Detached Semi Terraced

Number of bedrooms:

Garden: None Front Rear Side

If You sign this Agreement, it means You accept the Agreement as binding.

I/We agree to accept the Tenancy of the above Property on the terms and conditions set out in this Agreement a copy of which I/We have received, read and understood.

Tenant one _____ Signature

Tenant two _____ Signature

Signed on behalf of The Landlord

Full Name _____ Print Name

_____ Signature

Position _____

Tenant Photographs



Succession

[For office use only]

Name of Successor:

Date of Succession:

I am aware there is only one succession, to one individual allowed in law and that no further successions may take place in relation to this Tenancy.

I agree to accept the Tenancy of the above Property on the terms and conditions set out in this Agreement a copy of which I have received, read and understood.

Successor:

Print full Name:

Signed:

Dated:

Signed on behalf of the Landlord:

Full Name:

Signed:

Position:

