

FAREHAM
BOROUGH COUNCIL

**Secure
Tenancy Agreement**

DRAFT FOR COMMENT

**PLEASE NOTE THAT THIS IS AN IMPORTANT DOCUMENT
AND SHOULD BE KEPT IN A SAFE PLACE**

www.fareham.gov.uk

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Definitions

- **Assigning** – is a means of transferring interest in the tenancy to another party
- **Communal areas** - means land around your home that is owned by us for housing purposes and which is not exclusively let to you or your neighbours. It therefore includes: stairways and landings in blocks of flats and communal parking and access areas.
- **Entitlement** - payment or service you qualify for or receive.
- **Improvement** - means any alteration or addition to the property including the garden.
- **Locality** - means your home and the area nearby (whether or not it is part of the communal areas).
- **Service Charge** - means a charge for services such as cleaning and grounds maintenance e.g. grass cutting.
- **Sub-let** - means where someone pays you rent to have exclusive use of part or all of your home.
- **We/us/ours** - means Fareham Borough Council and its Housing Service and the staff responsible for its housing work.
- **Written Permission** - a letter from the Tenancy Services Division of the Council.
- **You/your/yours** - means the tenant (or joint tenants) named in the original tenancy sign-up or to whom the tenancy is passed on.
- **The property** - means the house or flat, including any garden, balcony or other land, which is let exclusively to you.

1. Introduction

- 1.1 This agreement sets out the rights and obligations of the Council and you as the tenant(s). It is the legal contract between us and you.

Understanding this agreement

- 1.2 Please take time to read all of this agreement as it is important and applies to you. If you have a different type of tenancy, so not a secure tenancy, then it will be made clear to you at the start and in writing which parts of the tenancy do not apply to you and if there are any different rules which apply.
- 1.3 Where one part of the agreement needs to be read with another part, we have shown you. The agreement should be read completely to be understood.
- 1.4 Sometimes changes to the law affect tenancy agreements like this. This agreement is therefore subject to any such changes in the law.

2. The Tenancy Agreement

This is a legal contract. It describes the rights and responsibilities of Fareham Borough Council (“the Council”) as your landlord and of you the tenant.

- The address of the property rented in this agreement:

- The name(s) of the tenants(s):

1. _____

2. _____

- This weekly tenancy starts on Monday _____

- The type of property: _____

Suitable for a dog to be kept: YES / NO (*delete as appropriate*)

- The maximum number of people allowed to live at property: _____

- The rent for the property: £ _____

The rent includes the following charges:

Water rates charge	Yes / No	£ _____
Heating charge	Yes / No	£ _____
General service charge	Yes / No	£ _____
Support service charge	Yes / No	£ _____

(These amounts are subject to variation with 4 weeks' notice given by the Council).

- **Arrears for a Former Council Tenancy** *(cross through if not applicable)*

A repayment agreement has been made to repay former tenancy arrears, known at the time this tenancy agreement is signed. This is for:

	Amount	Address of Former Tenancy
£	_____	_____
£	_____	_____
Total £	_____	_____

- The Council lets the property described above subject to the tenancy conditions set out in this agreement. If there is more than one tenant this agreement applies to you jointly.
- Any notice (whether in proceedings or otherwise) may be served on Fareham Borough Council by sending it or delivering it to:

Tenancy Services Division
Department of Community
Fareham Borough Council
Civic Offices
Civic Way
Fareham
PO16 7AZ

3. Tenancy Rights and Responsibilities

- 3.1 This agreement is a legal contract and signing it makes you a tenant. This gives you rights and responsibilities that are the conditions of your tenancy.
- 3.2 If you are joint tenants each of you is responsible for keeping to this agreement, **including paying the rent.**
- 3.3 As the tenant **you must** keep to the conditions of this agreement. You are responsible **for regular rent payments** and for the behaviour of friends, relatives, any other people (including children) and pets living in or visiting the property, communal area or locality.
- 3.4 **Occupation of the property:**
- a) **You must** use the property as your only or principal home.
 - b) If you do not use the property as your only or principal home, your secure tenancy will end and we will take action to repossess the property.
 - c) **You must** tell us in writing if you will be away from the property for more than four (4) weeks, (this includes periods in hospital, nursing home or prison). This is so we know that you have not abandoned the property. If your job means that you are often away from the property, or away for long periods of time you should discuss this with us.
 - d) If the property has been abandoned by you we can take it back without going to court.
- 3.5 Any council tenant neighbours are likely to have similar rights and responsibilities as you do as a tenant. However this can sometime vary.
- 3.6 **Changes to the conditions of your tenancy:**
Under sections 102 and 103 of the Housing Act 1985 we may change the terms of your tenancy agreement. Apart from changes in rent or service charge we will always consult you before we make any change.
- 3.7 **Substantial changes in our housing service to you:**
We will consult you if there are any plans for these and give you 28 days (4 weeks) notice in writing before any changes begin.

3.8 **Your right to live in the property:**

This agreement gives you the right, as a tenant, to live in the property unless there is a legal reason for us to take it away from you and a court agrees. For example:

- You break any of the conditions in this agreement. If you do we will take legal action to force you to meet the conditions, or ask the court for permission to evict you.
- You stop using the property as your only or principal home.
- You have given false or fraudulent information to get the tenancy.
- We need to carry out redevelopment or major repairs to the property which we can't do unless you move out.
- There is another reason under the Housing Acts 1985 and 1996 or any other law which allows us to take away your home.

3.9 **If we decide to take possession action you will be served with the appropriate legal notice:**

- The notice can be served on the property or on you in person.
- A notice served on you due to antisocial behaviour can lead to immediate issue of possession proceedings in court.
- If a notice is served on you for any other reason, possession action in court can begin 28 days (4 weeks) from that date.

3.10 **If you breach any condition of this agreement we will charge you the cost of:**

- Taking action against you through the courts.
- Putting right any breaches of your tenancy agreement.
- For any repairs or any other works to the property, communal area or locality caused by that breach. This may be by way of a Maintenance Recovery Charge.

3.11 **You must** pay any charges, including Rechargeable Repairs within the time we set.

3.12 **Sub-letting:**

- a) **You must not sublet, even temporarily, the whole of the property.** You will immediately lose your secure tenancy and we will take action to repossess the property.
- b) **You must not sublet, even temporarily, part of the property and then the whole of the property.** You will immediately lose your secure tenancy and we will take action to repossess the property.
- c) **You must** get written permission from us **if you want to sub-let part of the property.**

3.13 From time to time the Council inspects properties it rents out. If requested by the Council you must provide access and proof of your identity and that of anyone living with you.

3.14 **Assigning your tenancy:**

You can only assign your tenancy in the following ways:

- You are ordered to by the court.
- To someone who would be able to succeed to the tenancy if you died. You must get our written permission before you assign your tenancy on these grounds. We can refuse you permission but would not do so unreasonably.
- By carrying out a mutual exchange for which you must get our permission.

Please note that Succession (passing on your tenancy on your death) is not part of this agreement with you.

3.15 Ending your tenancy. – See Section 8 of this agreement – ‘Moving Out’.

4. Rent

4.1 Your rent at the start of your tenancy is shown on the front of this agreement.

4.2 When to pay your rent:

- a) **You must** pay your rent weekly in advance, not in arrears.
- b) **Rent is due weekly.**
- c) We use a 52 week rent year.

4.3 Paying the Rent:

- a) **You must** pay the rent due for the property on time. It is what we charge you for living in the property.
- b) **You must** pay any charges that form part of your rent on time. Examples are heating charges, sheltered housing services or support service charges.
 - **You must** pay these charges even if Housing Benefit pays the rest of your rent or you are waiting for a claim to be processed.
 - **You must** pay these charges from any Universal Credit payment you receive.
 - If for any reason you are not able to pay your rent or any charges that form part of your rent **you must** let us know.
- c) If you receive Housing Benefit or Universal Credit **you must** tell us **immediately** of any changes which may affect your entitlement.
- d) **Any unpaid or delayed rent will be recorded as rent arrears.**

4.4 Changes in the rent charged:

- a) We can change the amount of your rent and any charges forming part of it in line with the law.
- b) We can charge you for any improvement, repair or service provided to the property that comes within government and legal requirements for the calculation of rent. This charge will form part of your rent.
- c) We will give you 28 days (4 weeks) written notice of any change to your rent, including any changes or additions to the charges forming part of your rent. This is called a "Notice of Variation".

4.5 **Support Services:**

There are different levels of support service.

The support charge forms part of your rent.

If you live in sheltered accommodation you **must accept and pay** for the cost of support service that is provided, unless you have an agreement to receive a different level of service.

4.6 **If you are joint tenants:**

a) Your liability for the rent:

- You are all equally responsible for paying the whole of the rent due and any rent arrears.
- If rent arrears are owed we can take action to recover them from any one of you or all of you.

b) If any joint tenant leaves:

- The tenant who remains living in the property will be responsible for all rent due for the property, including any rent arrears already owed.
- If you are still named as a joint tenant you are liable for payment of rent and rent arrears even if you have moved out.
- If there are rent arrears on the property any action we take to recover them will be in the names of all the joint tenants, unless there are exceptional circumstances.

4.7 **Rent Arrears Recovery:**

a) Being in rent arrears means you are breaking the conditions of your tenancy. We can end your tenancy and repossess your home by taking court action for an order to evict you.

b) If you are in rent arrears, we will deduct any money we owe you from the arrears amount e.g. in cases where you are eligible to receive a transfer grant.

c) If you apply for an accommodation transfer through us we may not allow this while you have rent arrears.

d) We are unlikely to find you another permanent home if you are evicted for rent arrears, even if you have children or other dependants.

e) If you leave a tenancy owing us rent arrears and apply for rehousing in the future, your application will be given less priority or you may be excluded from our housing list altogether.

4.8 Former Tenancy Arrears:

a) Any known rent arrears from a previous tenancy with us are shown on the front of this agreement.

b) If you owe rent arrears from a previous tenancy, these must be repaid as a condition of this tenancy. You may pay by instalments as agreed by us or the court.

4.9 Ending your tenancy and moving out:

See Section 8 of this agreement – ‘Moving Out’.

5. Use of the property

5.1 Condition of the property:

- a) **You must** keep the property:
 - In good condition, clean, tidy and decorated.
 - Free from anything likely to cause an obstacle to anyone, a fire risk, a Health and Safety hazard or structural damage.
 - Free from rubbish which might attract pests or vermin.
- b) **You are** responsible for decorating the inside of the property:
 - If we give you any help with the cost of materials it must only be used for decorating the property.
- c) **You must not**, or allow anyone to, damage, dirty or graffiti on the inside or outside of the property or any provided fixtures and fittings.
- d) **You must not** tamper with, or allow anyone to, damage, disable or graffiti on any of the following at the property:
 - Heating and Hot Water appliances such as fires, boilers, hot water cylinders and central heating system.
 - Door entry or emergency alarm equipment.
 - Smoke or heat detectors.
 - Gas, electricity or water supplies or meters.
- e) Our responsibilities for the condition of the property are stated in Section 7 of this agreement – ‘Repairs and Improvements’.

5.2 Use of inflammable material, including gas cylinders or bottles:

- a) **You must not** use or store any explosives or inflammable material or substance in the property, communal areas, or sheds and storage areas in blocks of flats.
- b) On safety grounds **you must** tell us if you use oxygen cylinders and the equipment must be prescribed by a doctor.

5.3 Condition of any communal areas in blocks of flats and maisonettes:

- a) **You must** keep the communal areas clean and tidy and free from any personal belongings. This includes communal gardens and drying areas.

- b) **You must** keep the communal areas and fire exits free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
- c) **You must not** smoke in any communal hallways, corridors or lounges.
- d) **You must not** tamper with, or permit anyone to, damage, disable, dirty or graffiti on anything of ours, including equipment in the communal areas.
This includes:
 - Door entry or emergency alarm equipment.
 - Doors, walls, fences and drying areas.
 - Lifts including the lift doors, machinery and control panels.
 - Fire extinguishers and smoke alarms
 - Gas, electricity and water supplies or meters.
 - Glass in panels and windows.
 - Bins, sheds and storage areas.
- e) The proper disposal of rubbish and unwanted items is covered in Clause 5.7 – ‘Getting rid of rubbish’.
- f) Our responsibilities for the condition of the communal areas are stated in Section 7 of this agreement – ‘Repairs and Improvements’.

5.4 Use of gardens, yards and balconies forming part of the property:

- a) **You must** keep any gardens, yards and balconies:
 - Tidy with any hard surfaces kept clean.
 - Free from anything likely to cause an obstacle to anyone lawfully there or likely to cause a fire risk, a Health and Safety hazard or structural damage to your home or any neighbouring property.
 - Free from stored or accumulated rubbish, furniture, household appliances or scrap metal.

If you fail to comply with the above conditions we will charge you to put right any breach (see section 3.10 of this agreement)

- b) Grass must be kept cut and any hedges trimmed so that they do not encroach onto any neighbouring gardens or nearby public footpaths or access areas.

- c) **You must not** cause any risk to your property or nuisance, annoyance, disturbance or risk to your neighbours e.g. by lighting bonfires or by burning non-domestic or hazardous materials.
- d) **You must** get our permission in writing before you:
 - Build a garage, carport, conservatory or similar structure.
 - Put up a shed, fence or boundary wall or change or remove an existing one.
 - Plant a hedge or a tree or remove an existing one.
 - Lay a driveway, hard-standing or paved parking area.

We will not unreasonably refuse permission and you must also obtain any necessary legal permission (e.g. Planning Permission and Building Regulations approval) before carrying out any works.
- e) The boundary of the property is determined by us. Our decision is final in the event of any dispute regarding our land or its boundaries.
- f) **You must** keep any access paths to the property clear at all times.

5.5 **Running a business, working or trading from the property:**

- a) **You must** get our permission before you or any other person begin running a business, working or trading from the property. We will not refuse permission unreasonably.
- b) We will not allow the following businesses to be run or operated from the property:
 - Repairing, re-spraying, valeting or trading in motor vehicles, boats, trailers, caravans or similar structures.
 - Shops or wholesale businesses where customers would have to visit the property.
 - Any business or trade likely to cause nuisance or annoyance to other people or damage the property, our land or communal areas.
 - Any business or trade which involves using the property or locality for any illegal or immoral purpose.
 - Any business or trade using controlled substances such as chemicals.
- c) If we do give you permission **you must** also have and maintain any necessary insurance, legal permissions and an appropriate level of public liability insurance.

- d) If any business, trade or work at the property breaches any conditions of this agreement we will withdraw our permission. If we do this you must stop running the business immediately.
- e) You, or anyone you are responsible for as the tenant, **must not** run a business, work or trade from:
 - Any communal areas in our blocks of flats or maisonettes.
 - Any of our garage blocks.
 - Any land in the locality of the property (e.g. parking or grassed areas).

5.6 **Cars and other vehicles:**

(including motor vehicles, caravans, boats and trailers or similar).

Parking:

- a) At the property **you must** only park on a properly constructed hard-standing, driveway, paved parking area or in a garage. (Clause 5.4(d) of this agreement covers their construction).
- b) In the areas on our land where we allow parking, or at the property, **you must not** park any vehicle which is:
 - A Heavy Goods Vehicle (HGV) over 3.5 tonnes.
 - A boat, trailer or horsebox.
 - A caravan or motorhome.
 - Without the required tax (including SORN).
 - In a wrecked, derelict, dangerous or un-roadworthy state.
- c) **You must not** allow anyone to live in a vehicle for which you are responsible either at the property or on our land.
- d) **You must not** keep any motor vehicle (e.g. motorcycle or moped) inside the property, in any indoor communal area or in a shed or in blocks of flats or maisonettes.
- e) **You must not** park so that access is obstructed or blocked to:
 - Emergency services.
 - Refuse and recycling vehicles.
 - Other properties in your locality.
- f) **You must not**, or permit anyone to, park on any marked cross hatched area or move any vehicle across any grassed areas or footpath.
- g) In parking areas with marked bays you, or anyone you are responsible for, **must only** park within those bays.

- h) You, or anyone you are responsible for, **must not** park in our disabled parking bays unless you are eligible to do so. **You must not** obstruct or block users' access to these bays or park obstructing a dropped kerb access.

Repairs to vehicles:

- a) You, or anyone for whom you are responsible, **must not** carry out any repairs to vehicles at the property or on our land which cause a nuisance or annoyance to neighbours.
- b) You, or anyone you are responsible for, may carry out occasional, minor repairs to vehicles if:
- It causes no nuisance, disturbance or risk to nearby residents.
 - You leave the area clean and tidy with no damage to our property or land.
 - It does not pollute any drainage or sewage system or the local environment (e.g. improper disposal of oil or paint).
 - The work is not part of a business trading or being operated from, the property, communal areas or land in the locality. (Clause 5.5 covers the running of vehicle related businesses).

5.7 Getting rid of rubbish:

- a) Any bins provided are only to be used for everyday household waste and recycling. If you have furniture or other bulky items to dispose of **you must** arrange proper disposal and not leave them in any bin storage area.
- b) **You must** ensure that rubbish and unwanted items from your property are disposed of in the proper way.
- **You must not** allow rubbish to build up in the property.
- (Clause 5.1 covers the condition the property should be kept in).
- **You must not** improperly dispose of rubbish including household items and/or motor vehicles on our land, communal areas or in the locality. If you do we will charge you for their disposal.
- c) **In blocks of flats or maisonettes you:**
- **Must** put your rubbish and unwanted items in the areas or containers provided or arrange for their proper disposal elsewhere.

- **Must not** leave any rubbish or unwanted items in any communal areas not meant for their storage or collection.
 - **Must not** block access to fire exits or fire fighting equipment with rubbish or unwanted items.
 - **Must not** throw anything, or allow anything to fall from, any windows, balconies or communal areas.
- d) If any syringes or needles are used by yourself or anyone living in or visiting the property you must ensure they are disposed of safely and that needles are not left where our staff or contractors may come into contact with them.

5.8 **Dogs and other animals:**

("animals" includes pets)

- a) **You must not** keep any animal which we feel is unsuitable; these include but are not limited to:
- Livestock such as pigs, goats, horses or similar.
 - All venomous (poisonous) insects and spiders.
 - All large, poisonous and constrictor snakes or lizards.
 - Any animal listed in legislation as:
 - * A dangerous wild animal (e.g. Dangerous Wild Animal Act 1976).
 - * Wildlife that cannot be kept unless it is for scientific or conservation purposes (e.g. Wildlife and Countryside Act 1981).
 - * A species prohibited from trade, import or export (e.g. Endangered Species (Import and Export) Act 1976).

If you are unsure whether an animal is suitable please ask us before you keep it at the property.

Permission to keep an animal will be removed if you do not keep to the following conditions:

Dogs:

- b) This tenancy agreement states on the front page whether a dog can be kept at the property.
- c) If the property is stated as not suitable for a dog:
- **You must not** keep a dog at the property.

- **You must not** allow a dog onto the property or surrounding communal areas.
- d) Clauses 5.8 (b and c) do not apply to Registered Assistance Dogs (guide dogs) but see (e) below.
- e) If the property is stated as suitable for a dog, or you want a Registered Assistance Dog in accordance with 5.8 (d) above **you must** still have written permission from us before keeping such a dog.
- **You will not** be given permission to keep the specific types of dogs restricted by law (e.g. Dangerous Dogs Act 1991) as being bred for fighting or presenting a danger to the public.
- f) Any written agreement by us allowing you to keep a dog is subject to you:
- Keeping the dog under proper control.
 - Complying with any legislation concerning the keeping and control of dogs.
 - Not allowing fouling, excessive barking or other nuisance behaviour.
 - Ensuring any garden, yard or balcony is properly fenced, secure and clean.
- g) **Birds:**
You must have our permission before you keep the following at the property:
- Pigeons or doves.
 - Birds in an outdoor aviary or similar structure.
 - Birds of prey.
- h) If you or anyone living with you is banned by a court from keeping an animal then you must not keep that type of animal at the property.
- i) **Wild animals:**
You must not do anything to encourage wild (feral) pigeons, rats, mice or grey squirrels onto the property, our land or locality.
- j) Numbers of any animals that may be kept.
You must not keep more than 2 animals at the property without first obtaining our written permission.
- k) **You must not** breed animals at the property.
- l) In cases of cruelty to animals, the council will withdraw its permission for you to keep the animal/s and you must then remove any such animals from your home. The council will also report these cases to the RSPCA or the Police.

6. Anti-Social Behaviour

- 6.1 **You are** responsible for the behaviour of friends, relatives, other people (including children) and pets living in or visiting the property, communal areas or locality.
- 6.2 You, your family, visitors, or people who live at the property **must not** behave in an antisocial way or instruct others to do so. This means **you must not** and **must not allow others** to:
- a) Do anything which causes a nuisance, annoyance or disturbance to anyone in the locality.
 - b) Do anything which interferes with the peace, comfort, safety or convenience of anyone living in the locality.
 - c) Use the property, communal area or locality for any immoral or illegal purpose or commit a criminal offence there.
 - d) Harass, verbally abuse, use violence or threaten to do this towards anyone in the locality whether they are living, visiting or working there. This includes doing this because of someone's: age, disability, gender, national origin, religion, religious beliefs, colour, ethnic origin, HIV status, race or sexuality.
 - e) Psychologically, emotionally or sexually abuse anyone living in the property or in the locality.
 - f) Use violence or threaten this to our staff, contractors or councillors.
 - g) Do anything which causes nuisance, annoyance, disturbance or harassment to our staff, contractors or councillors.
- 6.3 **You must not** make false or malicious complaints to us about anyone.
- 6.4 We may take legal action to stop you, your family, visitors or people living at the property behaving in an anti-social way. This includes taking legal action to obtain an injunction, a demotion order, an anti-social behaviour order or to evict you from the property.

6.5 We are unlikely to find you another permanent home if you are evicted because of anti-social behaviour, even if you have children or dependents.

6.6 If as a result of anti-social behaviour you are evicted, you may in the future be excluded from reapplying for housing with us, or we may give your application less priority.

6.7 Our responsibilities:

- a) We will recognise your right to live in your home in the way you choose as long as you, your family, visitors or people living at the property do not break any conditions in this agreement.
- b) We take anti-social behaviour very seriously and where appropriate we will use the available legal powers to take action against you as the tenant and/or those causing the problem. Before we can take any action we need appropriate and sufficient evidence.
- c) We will give you help and advice if you report anti-social behaviour.
- d) We will tackle your complaints, keep you informed and take appropriate action to deal with the problem.
- e) We will refer complaints about antisocial behaviour to a mediation service or to other agencies as appropriate.

Shown below are some examples of anti-social behaviour:

- Harassment by:
 - ◆ Using abusive, threatening or insulting words, behaviour or graffiti.
 - ◆ Using or threatening violence against people or pets.
 - ◆ Damaging, or threatening to damage, another person's home or possessions.
 - ◆ Sending grossly offensive or threatening letters.
 - ◆ Making nuisance phone calls.
- Causing a nuisance, annoyance or disturbance by:
 - ◆ Failing to control the behaviour of your children.
 - ◆ Offensive drunkenness.
 - ◆ Playing loud music or television.

- ◆ Loud arguing or shouting.
- ◆ Banging and slamming doors.
- ◆ D.I.Y work or using household appliances at unreasonable hours.
- ◆ Repeatedly playing ball games against someone else's property or in a communal area.
- Using the property or the local area for:
 - ◆ Prostitution.
 - ◆ Selling, dealing, making, growing or storing illegal drugs.
 - ◆ Illegal making, downloading, dealing, distributing or importing pornographic or obscene material or computer images.
 - ◆ Smuggling goods, materials, animals or people.
 - ◆ Keeping or using an illegal or unauthorised firearm or offensive weapon.
 - ◆ Activities related to the incitement of racial hatred including storing or displaying offensive items or materials.
- 'Improper use of the Property' by:
 - ◆ Failing to keep the property in good condition.
 - ◆ Not getting rid of rubbish and unwanted items in a proper way.
 - ◆ Dog fouling or barking.
 - ◆ Keeping unsuitable animals.
 - ◆ Operating a vehicle repair or sale business from the property or locality.

Please note that these are examples of anti-social behaviour and we can also take action on different types of behaviour not listed here.

Shown below are some ways we can deal with anti-social behaviour:

- Offer mediation services.
- Ask a court to grant an injunction against those causing the problem.
- Refer the problem to, or work with, other agencies such as Social Services, Environmental Health Services or the Police. These agencies can then use their own powers including prosecution, seizing of goods and stereo/music equipment or tackling parenting issues.

- Ask a court to take away someone's tenancy, and evict, the tenant and anyone else living at the property.
- Ask a court to replace a secure tenancy with a demoted tenancy. This will effectively remove the security of a tenant's tenancy together with a number of rights including the 'Right to Buy'.

7. Repairs and Improvements:

Our responsibilities:

- 7.1 **We will** look after the property by keeping in repair and proper working order the:
- Structure and exterior of the property including floors, walls, roof, windows, drains and gutters.
 - Outside decoration.
 - Installations for supplying:
 - * Electricity, gas, water and sanitation including the toilet, bath and sink.
 - * Room heating and hot water. This includes an annual service of all gas appliances installed and maintained by us and an inspection of the electrical wiring every 5 years.
- 7.2 **We will** maintain the communal areas of blocks of flats and maisonettes to ensure they are fit for use.
- 7.3 **We will** carry out reported repairs within a reasonable time period:
- When you report a repair we will tell you when we will carry it out by.
 - **We will** decide on the nature of the repair to be carried out.
- 7.4 If the property needs to be empty for major building works, re-development or demolition:
- **We have** the right to take possession.
 - **We must** offer you a suitable alternative property before we take possession.
 - If we only need you to move out temporarily you must return to the original property on completion of the work – unless you have our written permission to remain in the other property.
- 7.5 If you apply to buy the property:
- **We will** continue to comply with the provisions of section 11 of the Landlord and Tenant Act 1985 to maintain essential services and keep the property wind and watertight only.

- If you buy the property our repair responsibilities under this tenancy agreement end.

Your responsibilities:

- 7.6 **You must** report any repairs that we are responsible for, as soon as possible.
- 7.7 **You are** responsible for the safe and legal installation, repair and maintenance of your own household equipment (e.g. cooker and washing machine). We will charge you if this equipment causes damage to your property or any neighbouring property, requiring us to carry out repairs.
- 7.8 **You are** responsible for providing and replacing your household appliances, furniture and personal belongings.
- 7.9 **You must not** apply textured coatings to the walls or ceilings including paints or artex compound.
- 7.10 **You are** responsible for the safe repair and maintenance of any improvements or alterations you have done at the property, unless we have agreed in writing to do this ourselves.
- 7.11 **Staff and contractors:**
- a) **You must** allow our staff and contractors to enter the property to carry out inspections, repairs, servicing, replacement, improvement works and works to remedy any breaches of this agreement.
 - b) **We will** give you reasonable notice that we need access. The notice period will vary according to the urgency of the situation.
 - c) In emergencies our staff and contractors can:
 - **Force entry to the property even if no-one is home at the time.**
 - Enter the property without any notice if we feel there is a risk of personal injury or damage to our, or neighbouring property.
 - Examples of these situations include:
 - * The property is in a dangerous structural condition.
 - * Gas leaks.

* Burst pipes or overflowing water damaging the property or neighbouring properties.

d) **You must** give us access to service:

- Gas supplies and any gas appliances installed and maintained by us.
- Electricity supplies, wiring and outlets.

If you do not give us access we can force entry to the property to do this work.

e) If you prevent us from entering the property **we will** charge you for the cost of taking action to ensure we can get in and meet our legal obligations as a landlord.

7.12 **You must** have our written permission before you carry out any additions, improvements or alterations to the property, including the installation of a satellite dish, an over bath shower, laminate or wood-block flooring.

- If you do not we will charge you for the cost of reinstating the property.
- If you fail to comply with any conditions we have set our permission will be taken away.
- You must obtain any other necessary approvals (e.g. planning permission and appropriate public liability insurance) before you carry out any work.

7.13 **We will charge you for, and you must pay for:**

- Any work to or at the property, neighbouring properties or communal areas which is due to the misuse, neglect, negligence or deliberate damage by you or anyone for whose behaviour you, as tenant, are responsible.
- Any damage to the property (including but not limited to doors, window glass or kitchen units) or removal from the property of anything belonging to us, unless the police issue you with a crime number **and** the damage/removal was not done by a person for whom you are responsible.
- Any damage to, or anything of ours missing from, any council owned shed/outhouse included in your tenancy, unless the police issue you with a crime reference or incident number and the same damage/removal was not done by a person for whom you are responsible.

7.14 If you are moving out see Section 8 of this agreement – ‘Moving Out’.

8. Moving Out

8.1 The conditions in this agreement apply up to and including the date your tenancy ends.

8.2 **Giving notice to end your tenancy:** (This does not apply if we are evicting you).

- a) You **must** give us a minimum of 4 weeks written notice, ending at midday on a Monday that you are moving out. This notice must be given to the Tenancy Services Division, Department of Community, Fareham Borough Council, Civic Offices, Civic Way, Fareham, PO16 7AZ.
- b) The number of weeks notice given can be reduced where:
 - You have accepted a transfer through us for a move into a property which is ready to move into.
 - We have asked you to move out to allow us to do major works.

8.3 **Your rent when you end your tenancy and move out:**

- a) You **must** pay the rent up to the end of your notice period.
- b) You must return your keys to us by that date. You will be charged a full week's rent, for each week until you return your keys (a rent week ends at midday each following Monday).

8.4 **Giving us vacant possession of the property:**

- When you move out you must give us vacant possession of the property. This means not leaving anyone living there.
- We will take court action to remove anyone left in the property and you will be charged for the legal costs of this.

8.5 **When you move out of the property you must:**

- a) Leave the property, including any garden, yard, shed or balcony and our fixtures and fittings in good condition, clean, tidy and fit for use.
- b) Leave the property in a reasonable state of decoration.
- c) Return the keys for all the lockable doors and windows.
- d) Ensure no animals are left at the property.

- e) Remove all your belongings (including furniture and carpets) and any rubbish. You can leave items specified in writing at the inspection of the property prior to you moving out.
- f) Dispose of any rubbish or unwanted items in the proper way (see Section 5.7 – ‘Getting Rid of Rubbish’).
- g) Ensure all disconnections of gas, electricity, water supplies or household appliances (e.g. cooker) are done safely, properly and meet legal requirements.
- h) Remove any alterations, improvements or additions to the property for which:
 - We have not given permission.
 - You have not met the conditions of our approval.
 - We did not give you permission to leave behind.
 - That part of the property should also be returned to its original condition.
- i) If you do not do any of the above we will charge you for us doing it instead. In exceptional circumstances we may agree not to charge you.
- j) You must also return the property to its original condition.

8.6 When your tenancy ends, **you may** be entitled to compensation for certain improvements if you have made them with our permission. If you owe us money, we will deduct any owed to us from the compensation.

8.7 We will not pay compensation if the tenancy has ended because you broke any of the conditions in this agreement.

8.8 If you move out of or abandon the property any belongings left behind, including personal effects and furniture, will be disposed of, stored or sold at our discretion and in line with legal requirements.

9. Signing the Tenancy Agreement

NB - All tenants must sign below after reading this agreement.

- **“The information I (we) gave in the housing application form was and still is true.**
- **I (we) agree to the conditions in this Tenancy Agreement.**
- **I (we) have received a copy of the Tenant's Handbook.**

Print name

Signature

1.

2.

Area Housing Estates Officer/
Sheltered Housing Officer

Signature

Print name

for and on behalf of Fareham Borough Council

Date _____

11. Contact Details

Fareham Borough Council	☎ 01329 236100 e-mail - customerservices@fareham.gov.uk
Tenancy Services	☎ 01329 824435 e-mail - housing@fareham.gov.uk
Housing Options	☎ 01329 824343 e-mail - customerservices@fareham.gov.uk
Benefits	☎ 01329 824646 e-mail - benefits@fareham.gov.uk
Housing Repairs	☎ 0800 1412194 e-mail: responsiverepairs@fareham.gov.uk
Citizens Advice Bureau	☎ 08444 772232
Community Savers	☎ 07511 900833 e-mail: fcs@sehco.org.uk
Gas Repairs	☎ 0800 7812739
Gas Leak	☎ 0800 111999
Water	☎ 02392 477999 (Portsmouth) or 0845 2780845 (Southern)
Electricity	☎ 0800 0727282
Hampshire County Council	☎ 0845 6035630 (Adult Services) ☎ 0845 6035620 (Childrens' Services) ☎ 0845 6004555 (Occupational Therapy) ☎ 0845 6035633 (Highways)
Police	☎ 101 or 999 in the event of an emergency

FURTHER INFORMATION ON THIS AGREEMENT CAN BE OBTAINED FROM:

TENANCY SERVICES TEAM
DEPARTMENT OF COMMUNITY
FAREHAM BOROUGH COUNCIL
CIVIC OFFICES
CIVIC WAY
FAREHAM
PO16 7AZ