

Secure Tenancy Agreement

This document is a tenancy agreement between:

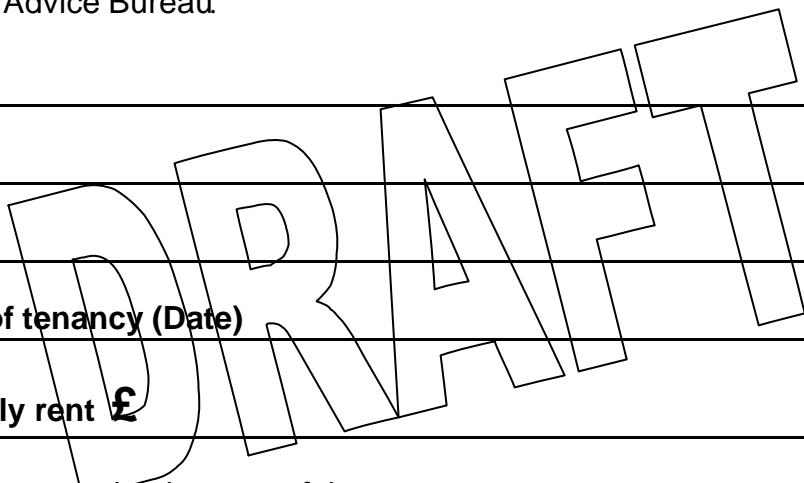
Names of Tenant(s):

("The tenant") and City of York Council ("The Council"). You are a "secure tenant" and the council is your landlord and each has certain rights and responsibilities which must be observed. These are explained in this tenancy agreement. By signing this agreement you are agreeing to become our tenant. You are entering into a legal contract with us. Please read this agreement carefully before signing it, if there is anything you do not understand you should contact your Estate Manager, or seek independent advice from a Solicitor or the Citizens' Advice Bureau.

Address

Beginning of tenancy (Date)

Gross weekly rent £



*I confirm I have received a copy of the tenancy agreement
I confirm I have received a copy of the Housing Information Handbook, referred to in this agreement, which gives additional information.*

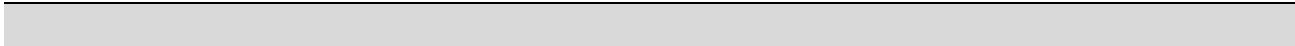
Signed.....

Signed..... **Date**.....

In the case of joint tenants both must sign. Each joint tenant will be both individually and jointly responsible for all aspects of this agreement

Signed ----- *On behalf of City of York Council Housing Services*

PRINT NAME-----



INTRODUCTION

to your tenancy agreement

Welcome to your Tenancy with City of York Council.

Your tenancy agreement is a legal contract. Before you accept the agreement, it is important that you read and understand this tenancy agreement as it sets out the basic conditions of your tenancy, your rights and responsibilities, and our responsibilities to you.

Your Housing Information Handbook contains more detailed information, about your rights and responsibilities, and other useful information about your home.

This agreement gives you the right to live in the property; we will not interfere with this right except where the law allows us to.

Definitions

The words 'property', 'dwelling' and 'home' when used in this agreement refer to the property you live in, including any garden or communal areas.

'You', refers to you, the secure tenant or joint tenants where applicable.

YOUR RIGHTS

as a tenant

1. The tenancy gives you the following rights. These rights may be subject to conditions and are set out in more detail in the Housing Information Handbook:
 - a) **The Right to live in the property for the length of the tenancy without interference from the Council**
 - a. Except for the obligation in this tenancy agreement to give our employees, contractors or subcontractors access to your home
 - b. Unless you break the terms of this tenancy agreement or in circumstances where the law allows the Council to apply to Court to end your tenancy.
 - b) **The Right to improve your home.** You should get written permission (excluding internal decorations) from Housing Services before commencing work. Planning permission and building regulation approval may also be needed and this should be obtained before any work is started.
 - c) **The Right to be paid for improvements at the end of your tenancy.** You may be eligible for compensation for certain authorised improvements when your tenancy ends. As outlined in the Housing Information Handbook.
 - d) **The Right to succession.** When you die, your tenancy will pass to your husband or wife, or to your partner as long as you were living together as a couple (this includes couples of the same sex) as long as he or she was living in the property as their only or main home when you died. If you are not married and do not have a partner, your tenancy will pass to a qualifying relative but only if at the date of your death, they were living with you and had been living with you without a break for the previous 12 months. This is called '**succession**'. For more information about this, and qualifying relatives please refer to the Housing Information Handbook.

- e) **The Right to buy** your council home. In certain circumstances you have the right to buy your home. See the Housing Information Handbook for more information
- f) **The Right to take in a lodger.** You have a right to take in a lodger as long as this does not make the property overcrowded.
- g) **The Right to sub-let part of your home** – subject to obtaining written permission from the council first.
- h) **The Right to exchange homes.** You have the right to exchange your home with another Council Tenant, a Housing Association tenant or a tenant of another Council. You must get our written permission first.
- i) **The Right to be consulted.** You have the right to be consulted about proposals for changes including the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with services or facilities for council tenants.
- j) **The Right to information** and access to your tenancy files. See the Housing Information Handbook for more details.
- k) **The Right to see our policies** on housing, rehousing and exchanging properties.
- l) **The Right to repair.** Repairs are normally carried out by the Council, but in some circumstances you have the right to arrange your own repairs. Further details are set out in the Housing Information Handbook .
- m) **The Right to manage.** Tenants' organisations have the right to take over the management of their homes. This is called the Right to Manage. The right only applies to council tenants, including leaseholders. Further details are included in the Housing Information Handbook.

OUR RESPONSIBILITIES

What City of York Council must do under the Secure Tenancy Agreement

2. Repairs and Maintenance

The Council will be responsible for:

- a) Keeping the structure, exterior (and communal parts if there is shared access) of the building in good repair. This includes drains, gutters and external pipes.
- b) Making sure the installations for the supply of water, gas, electricity, sanitation and rubbish disposal are all in good repair and working order. This also applies to room heating, water heating, and where there are communal amenities.
- c) Carrying out annual servicing to gas appliances.
- d) The painting of outside woodwork and metal work, and inside communal areas on a regular cycle.

Exclusions

These duties are subject to the Council's right to make good and charge the tenant for the cost of deliberate damage or neglect of its property or communal parts.

The Council will not repair anything fitted by the tenant. The Council will carry out the repairs it is responsible for, offering appointments for all internal repairs. The completion of the work will be guided by the following timescales:

Emergency:	Within 24 hours
Urgent	Within 3 working days
Other:	Within 25 working days

When the Council receives notice from a tenant claiming the Right to Buy, it will only carry out repairs for which it has a statutory duty under Section 11 of the Landlord and Tenant Act 1985. For further advice about Right to Buy see the Housing Information Handbook.

3. Consultation

The Council will consult tenants who are likely to be substantially affected by a change in the Council's housing policy or practice. This includes any new programme of maintenance or improvements.

4. Setting Rents and Charges

- a) The rent may be altered by the Council after the tenant is given 4 weeks written notice, usually once a year. The notice will say what change we are going to make and the date on which the change will happen.
- b) The council may alter other charges (e.g. service charges) without prior notice.
- c) We have the right to charge you for any new service we provide for your home. The cost will be charged as part of your rent. We will tell you, in writing at least four weeks before we do this.

5. Your Secure Tenancy

As a council tenant, you have a Secure tenancy of your home. The Council is committed to ensuring that the conditions of your Secure Tenancy Agreement are adhered to allow all tenants to enjoy their homes.

- a) If you do not adhere to the conditions of your tenancy agreement the council will, if necessary, take appropriate legal action. This is to ensure that tenancy conditions are enforced. We may only end a secure tenancy on the order of a County court by following the procedures set out in Part 5 of the Housing Act 1985. In this tenancy agreement we have referred to some of the reasons (grounds) why we may apply for a court order for possession of your property but there is a complete list of all the circumstances in schedule 2 of the Housing Act 1985.
- b) **The Council can only seek to repossess the property in the following circumstances:**
 - We built or adapted the property for a physically disabled person and you no longer need that type of home, and we need the property for someone else with special needs. In this case we will provide you with suitable alternative accommodation
 - We need to demolish, rebuild, or carry out major repairs to your property, which cannot be done unless you move out. In this case we will provide you with suitable alternative accommodation
 - You break any of the conditions set out in this agreement. If you do we will take legal action to get you to meet the conditions, or we will ask the Court for permission to evict you
 - You stop using the property as your only and principal home
 - Any other reason under the Housing Acts 1985 and 1996 or any future law

6. Ensure all our customers are treated in a courteous and professional manner by housing staff

YOUR RESPONSIBILITIES

What City of York Council Tenants must do

You are responsible for anything that you do in relation to the property or the tenancy, and you are also responsible for anything your household, friends, relatives, including children, and any other person living in or visiting your home does in relation to the property or the tenancy.

7. Rent and other charges

Payable Rent

- a) Rent, including any service charges as shown in the rent card is due on Mondays and is payable fortnightly. You must also make regular payments towards any other debts such as rechargeable repairs, or arrears and other debts arising from a former City of York Council tenancy. There are four 'free' weeks each year when no rent is due (although people with rent arrears must continue to pay during these weeks). **If you are in receipt of housing benefit, it is still your responsibility to ensure that your rent is paid.**
- b) Your weekly rent is made up of one or more amounts:

Basic rent
Service charges
Other charges

Non Payment of Rent

- c) If you do not pay your rent or other charges shown on your rent card and any previous debts when they are due, we may ask the court to make an order against you for possession of the property. We may then take steps to evict you. If we have to do this you will have to pay legal costs as well as the rent that you owe.

Previous Tenancies

- d) If you owe money from a previous tenancy with City of York Council, you must sign the agreement on page 14 of this agreement. By signing this agreement, you are agreeing to repay this debt. If you do not repay the debt, we have the right to ask the court to make an order against you for possession of your home.

8. Ending Your Tenancy

Notice and return of Keys

- a) Your tenancy will run on a week-to-week basis. You can end it by giving at least 4 weeks notice, in writing, ending at 12 noon on a Monday. You must leave the property and hand the keys in to your local housing office at or before that date and time. If you fail to return the keys you will be charged for the cost of replacement keys, locks and other work required to the doors/frame due to your failure to return the keys, and for any rent loss incurred by your delay in returning the keys.

Removal of belongings

- b) You must remove all your furniture, personal belongings and rubbish at the end of the notice period, and you must leave the property in good condition. If you leave any belongings behind we will remove them. If you fail to leave the property in a clean and tidy condition, or leave behind unwanted furniture or belongings you will be recharged for any additional costs that the Council incur.

Vacant Possession

- c) You must make sure that no person remains in occupation at the property. If you fail to do so we will ask the court to make an order requiring that person to leave the property and you will have to pay our legal costs and any rent we have lost until the property is available to relet.

9. Repairs, Maintenance and Looking After Your Home

Reporting Repairs

- a) You must report any disrepair or fault for which we are responsible to your local office immediately – this includes:
- Disrepair or fault in the structure or outside of the property (or if you live in a flat or maisonette, the building of which the property forms a part). This includes blocked drains, leaking pipes and other defects in fittings and structure
 - Disrepair or fault in communal areas

Repairs which are your responsibility

- b) You are responsible for items listed in the Housing Information Handbook, which include:
- Bath and sink plugs and chains
 - Chimney Sweeping (if you have an open fire)
 - Cookers (unless you rent one from City of York Council)
 - Door Bells (except door entry systems)
 - Washing Machine Fittings (unless fitted by the council)
 - Decoration inside the home
 - Wooden Sheds (unless provided to house a wheelchair)
 - Door Name plate
 - Timber Garage
 - Smoke Alarms (battery replacement)
 - Internal light bulbs including fluorescent light tubes
 - Security Light bulbs
 - Any items damaged by you
 - Any items fitted by you including (this list is not exhaustive)
 - Tiles
 - Showers
 - Heating systems
 - Locks
 - Kitchen Units
 - Floor coverings
 - Gates and Fencing

Allowing us access to carry out repairs or to inspect the property

- c) You must allow Council staff, contractors and other authorised people into your home at reasonable hours to inspect conditions and carry out necessary repairs.

We will give you 24 hours written notice (or **without notice in the case of emergency**), to inspect or carry out work in the property or an attached property. We will have given you proper notice under this condition if we leave it addressed to you at the property. In an emergency we may tell our employees, contractors or other authorised persons to enter the property straight away, in which case we will put right any damage we cause.

- d) If you do not let our staff, contractors or other authorised persons into your property to carry out gas servicing or repairs after we have given you 24 hours notice (or without notice in the case of an emergency) we may apply to the court for an order which may be either a possession order or an injunction order (and you may have to pay our costs of going to court).
- e) You may be charged if no-one is at home when you have requested an emergency call-out, or where an appointment has been made.
- f) If we need to service any **gas appliance** in your home our contractor will give you written notice of the service, but if you do not allow access to your property in line with the written notice, we will regard the case as an **emergency**. If you do not let our staff or other authorised persons in to the property to service gas appliances we may apply to the court for an order, which may be either a possession order or an injunction order (and you may have to pay our costs of going to court). **The council is required by law to service gas appliances in council homes each year. You are putting your life at risk if you do not allow regular checks to be made to gas appliances in your home.**

Care of the Property

- g) You must take care of the property and keep it clean and well decorated. You must keep all shared entrances, halls, stairways, and landings clean, free from rubbish and personal belongings.
- h) You must pay us the cost of any repairs to the property that are needed as a result of wilful damage or negligence, or a failure to take care of the property, (whether the fault is yours or that of any member of your household, or any lodger, sub-tenant or visitor of yours).
- i) You will be responsible for any damage caused by any items that you, members of your household, relatives or visitors bring onto the property, for example leaking washing machines. This includes damage to your home and any adjoining home caused by your appliances. The council will charge you for any repairs which are due to damage caused by these items.
- j) You must take reasonable precautions to prevent fire and frost damage to the property.
- k) You must ensure that any works which you are responsible for under the terms of this agreement are carried out to a reasonable standard, by appropriately qualified tradespersons
- l) You must arrange and pay for chimneys to be swept each year where solid fuels are used.

Decorating

- m) You are responsible for decorating the inside of the property, (which includes decorating as often as necessary to keep decorations to a reasonable standard.)

Gardens, outbuildings and other external areas

- n) You must keep your garden neat and tidy this includes hedges, shrubs and trees.

- o) You must keep fences, sheds, greenhouses or any other outbuildings provided by you, in good repair.
- p) You cannot or arrange for anyone on your behalf, to cut down trees and hedges within the boundaries of your home without first getting written Council permission.
- q) You must not park or drive a motor vehicle, caravan or boat within the boundaries of your home, or over council owned grass verges without providing a hard standing and a car crossing. You must also not allow members of your household or visitors to your home to do this either. You must get written permission from us before any work to construct a hard standing and pavement crossing is begun.
- r) You must not construct any garage, carport, shed, pigeon loft, greenhouse, fence, wall or any other building without the prior written permission of Housing Services - see the Housing Information Handbook for how to apply.
- s) You may be able to affix a satellite dish, mast or aerial to your home provided you meet certain conditions and have prior written permission from the Council.

Improvements

- t) If you wish to make any improvements to your home you must always get written permission from Housing Services **before** this work takes place. It is also your responsibility to get any planning permission or building regulation approval before the work is started. Even if you are given permission to improve your home by another council department, you must **always** get written permission from Housing Services before you can do this work. If you fail to do this you may be asked to put right the improvement at your own expense.

Health and Safety

- u) You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause a danger to anyone in the property or the locality. Examples would include: -
 - The storage of dangerous and/or inflammable materials or fuels in the property, outbuildings, communal area or garden, including gas bottles
 - The use of portable gas, oil or paraffin heaters in the property
 - Interference with equipment for detecting or putting out fires
 - Carrying out unsafe DIY, electrical or other work in the property
 - Throwing things out of windows or balconies

Temporary Accommodation during major repair work

- v) If you or members of your household have been temporarily moved to other accommodation so work can be carried out on the property, you must return to the property once the work has been completed. If you do not return when the work has been completed, we may ask the court for an order for possession of the temporary accommodation. If this happens, you may have to pay legal costs.

Disposal of Household Waste

- w) You or members of your household must dispose of your household waste properly and you must take reasonable care to make sure that it does not become scattered in communal areas or in the area near the property, or cause a nuisance or annoyance to any person. Information about disposal of bulky items is contained in the Housing Information Handbook.

Smoke Alarms

- x) You are responsible for all smoke alarms in your property, whether installed by you, the council or by any previous tenant. This includes testing and maintaining the alarm and changing the batteries.

10. Use of Premises

Occupying the property

- a) Once you have signed your tenancy agreement you must move into the property. You must live in this property as your sole or main home. If you expect to be away from your home for longer than one month, you should tell us. If you stop living in the property as your sole or main home, you will stop being a secure tenant and you will no longer have the legal protection of a secure tenancy. If we have reason to believe that you are not living in the property as your sole or main home, we may ask the court for a possession order against you. If the council suspects that the tenant is not using the premises as their sole or main residence, we may gain access to seek to determine evidence of this.

Running a business from the property

- b) You must not operate a business from your home, garden or communal areas without written consent from the council.

Overcrowding

- c) You must not allow the property to become overcrowded. We may apply for a possession order if we find that the property is overcrowded.

Sub-letting

- d) You must live on the premises and must not sub-let or give up possession of all or part of your home without the Council's consent. You must not give away or sign over your tenancy to anyone without our written permission.

Nuisance

- e) You must use your home as a private dwelling and in a reasonable manner, not causing nuisance or anti social behaviour at the premises, for more details see the Housing Information Handbook.

11. Nuisance and Anti-Social Behaviour

- a) We are firmly opposed to anti-social behaviour. You must take all reasonable steps to prevent anyone living at or visiting the property, including lodgers and sub-tenants, from carrying out any nuisance, annoyance, harassment or anti-social behaviour as detailed in this section. This includes any nuisance, annoyance, offence or harm to any:
- Neighbour
 - Other tenant of City of York Council
 - Businesses or services operating in the locality
 - Other person living in or visiting the locality

If they do you will be held responsible as if you had committed it yourself. You must ensure that no intentional damage is caused by you or anyone living in or visiting your home.

We will take immediate steps to evict you where you or any other member of your household, or visitors to your home engages in any of the following activities:

- b) Using your home or any other council property for illegal or immoral purposes. In particular the Council will not tolerate the property being used in connection with the possession, use, supply of, or dealing in illegal drugs or substances.

You must not use the property, or supply from or in the neighbourhood of the property, any controlled drug or other substance that is illegal under the Misuse of Drugs Act 1971 or any part of the criminal law. You must make sure that no member of your household, or any lodger, sub-tenant or visitor carries out any such act. If they do, you will be responsible as if you had committed it yourself

- c) Keeping an illegal weapon on the property
- d) Threatening behaviour at the property or in the locality with or without an offensive weapon
- e) Using the property (including gardens, garages and outbuildings) for criminal, immoral or illegal purpose, including storing, selling or handling stolen, illicit or offensive goods
- f) Drawing graffiti on or otherwise damaging public property in the locality. You will be held responsible for the cost of repairing any malicious damage caused by anyone in your household, whether the damage is caused to the property which is the subject of this agreement, or any other property in the locality
- g) Creating or permitting any noise which, in the opinion of the Council, causes a serious nuisance
- h) Damaging or allowing an animal you own, or are responsible for, to damage any property or belongings of City of York Council, any neighbours, any other tenant of ours, any other person living in the area near the property. If any member of your household, lodger, sub-tenant or visitor commits any such act, you will be held responsible

Harassment

- i) You must not commit or allow members of or visitors to your household to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to any others residing in, visiting or offering services in the locality.
- j) You, members of your household, or any visitors to your home must not do anything or cause anything to be done which, in our opinion, is likely to cause nuisance, annoyance or harassment to others residing in, visiting or offering services in the locality. This includes the use of any words or the performance of any acts (including graffiti and damage to property), which are likely to be abusive or insulting on any grounds including colour, race, nationality, sexual orientation, gender, religion or disability.

Racial Harassment

- k) The Council will not tolerate racial harassment. The tenant must not cause racial harassment and must take all reasonable steps to prevent anyone living in or visiting the property from doing so. Discrimination, intimidation or harassment because of someone's race will include any act of verbal or physical abuse directed at individuals or groups because of their colour or origin, when the victim believes that the attack is of a racist nature or there is direct evidence of a racist motive. It is very different from other forms of harassment. Racial harassment is a crime and you will be breaking these conditions of tenancy if you are found guilty of it.

Communal (shared) Areas

- l) You or anyone living in or visiting the property must not do anything in or to communal areas that may cause offence to other users of those areas or that will cause damage to the communal areas. For example: car breaking, car repairs, bonfires, games or parties. A communal area is a part of the building or estate which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Children

- m) You must exercise control over children in your household and any children visiting your home to prevent them causing a nuisance or harassing neighbours and the public. This includes allowing any of them to play ball games where this is prohibited or causing a nuisance, or leads to difficulties which the council is then asked to resolve.

Behaviour towards City of York Council Employees and Contractors

- n) You must not physically or verbally abuse City of York Council employees or contractors, or intimidate them in any other way. Physical abuse includes any actual or threatened assault, attack, violent act or aggression directed towards any of our employees. You must make sure that no member of your household, or any lodger, sub-tenant or visitor commits any such act. If they do you will be held responsible as if you had committed it yourself.

Noise

- o) You must not operate any device or equipment, or do any activity, which creates so much noise that it causes nuisance or annoyance to your neighbours **or** creates unreasonable noise levels outside the property. This includes:
- playing any television or radio, musical instrument, record, tape, CD or other recording
 - excessive use of power tools
 - activities such as parties which might cause justifiable complaint due to noise levels or timing

Domestic Violence

- p) You must not inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household. Where a member of the household is caused to leave the home through domestic violence inflicted by another member of the household, we may seek possession of the property if firm evidence is obtained that the victim has left the property.

Pets

- q) You must not allow any animals or pets you own, are responsible for, or that are visiting your household, to cause annoyance or nuisance to neighbours and the public or anyone living in the locality, or to cause damage to the dwelling or communal areas.
- r) You must not allow your property or garden to become unhygienic due to a build up of your pets faeces, and if any pet you own or are responsible for fouls the communal areas, you are responsible for cleaning this up.
- s) You must keep any pets you own or are responsible for under control. This also applies to any pets your visitors bring with them to the property.
- t) You must also reasonably and suitably restrain any animal kept at the premises when any City of York Council employee, contractor or subcontractor visits the property in the course of their duties or business.
- u) We reserve the right to restrict the number or type of animals you may keep, or to require you to remove them altogether.
- v) You must not keep any pets that pose a danger, or threat of danger to your neighbours and the public, or anyone living in the locality.

12. False Information

You must give accurate information when applying for a tenancy. We will take steps to repossess the property if you (or another person on your behalf) gives false information to get the tenancy.

LEGAL INFORMATION

13. Changing tenancy terms

Tenancy terms, or services provided under the tenancy, other than rent and charges, can be changed after consulting tenants and recognised tenants, community or residents' associations after giving 4 weeks written notice.

14. Notices

- a) **If you need to serve any legal documents** on the City of York Council Community Services they should be sent to or left at the following address:
- Community Services
(Housing)
PO Box 407
Finance and Housing Centre
Library Square
York Y01 7YN**
- b) **Notices that need serving on you** by the Council may be served by giving them to you by hand or by leaving them at the premises to which they relate, or your last known address if you have moved. We will assume that you have received all letters and notices within 72 hours if we posted them or 24 hours if we delivered them by hand.

CYC LANGUAGE PANEL to be inserted here – This agreement is also available on request in Braille, tape format or any of the following community languages. This tenancy agreement is also available in large print and Braille +language panel

Please fill in this section if you are a previous tenant and owe us money.

I confirm that

On (date)

I owe

City of York Council

£

for my previous tenancy at

Address

and court costs of

£

have been added

I owe a total of

£

I agree to pay

£

when I sign this agreement

and then

£

every week until the debt is cleared

Your signature

Date

Signature on behalf of City of York
Housing Services