

TENANCY AGREEMENT

Runnymede Borough Council
Runnymede Civic Centre
Station Road
Addlestone
Surrey
KT15 2AH

Note 1: This tenancy agreement must be completed and signed by the proposed tenant(s) and the Council's representative.

Note 2: **More information and advice on the conditions in this agreement are given in your Tenancy Handbook.** Although this provides more information about your tenancy it does not form part of the tenancy agreement itself.

This tenancy agreement is between:

- us, Runnymede Borough Council; and
- you, the tenant or tenants named below.

Tenant 1:	
Tenant 2:	
This tenancy agreement is for the property at:	
This tenancy agreement starts on:	

Your tenancy is:		Tick Box						
1.	A Secure Tenancy . This tenancy is periodic and does not have an expiry date. Within the secure tenancy category is included Independent Retirement Living Tenants.							
2.	An Introductory Tenancy . This tenancy will last for one year unless extended or ended. After this date it will automatically become a Secure Tenancy unless we have started possession proceedings against you or extended your Introductory Tenancy.							
3.	An Introductory Tenancy . This tenancy will last for one year unless extended or ended. After this date it will normally become a: <table border="1" style="margin-left: 40px;"> <tr> <td>Two Year Flexible Tenancy</td> <td></td> </tr> <tr> <td>Five Year Flexible Tenancy</td> <td></td> </tr> <tr> <td>Ten Year Flexible Tenancy</td> <td></td> </tr> </table> <p>After this period we will review whether a further secure flexible tenancy should continue and this will normally take place 9 months before the end of your tenancy. If following the review of your tenancy it is decided that your tenancy will end, we will give you 6 months' notice to end the tenancy.</p>	Two Year Flexible Tenancy		Five Year Flexible Tenancy		Ten Year Flexible Tenancy		
Two Year Flexible Tenancy								
Five Year Flexible Tenancy								
Ten Year Flexible Tenancy								
4.	A Flexible Tenancy with a term of _____ years. After this period we will review whether a further secure flexible tenancy should continue and this will normally take place 9 months before the end of your tenancy. If following the review of your tenancy it is decided that your tenancy will end, we will give you 6 months' notice to end the tenancy.							
5.	A Non-Secure Tenancy . This tenancy is periodic and does not have an expiry date. It is used primarily for providing temporary accommodation.							

In the case of successor tenants:	Tick Box
Under the terms of the 1985 Housing Act, the council has a legal duty to allow one succession only. By law, a second succession is not possible. If this box is ticked, you are a successor tenant and you understand that there can be no further succession to your tenancy. You will complete the Notice to Successor Tenants at the end of the agreement.	

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1. Introduction to your tenancy agreement

- (a) Welcome to your tenancy with us. By signing this agreement you are agreeing to become our tenant and you agree to comply with the conditions of this agreement.
- (b) This tenancy agreement sets out the basic conditions of your tenancy and explains what we, Runnymede Council are responsible for as your landlord, and what you are responsible for as our tenant. It also explains your rights as a tenant and ours as a landlord.
- (c) In this tenancy agreement, we refer to the property, including any garden, shed or garage, as your home.
- (d) If this is a joint tenancy, each of you is responsible for keeping to all the conditions set out in this agreement. Even if one tenant leaves the home, the other tenant must still keep to these conditions which include continuing to pay the rent.
- (e) If this agreement says that you need our written permission to do something, we will not refuse to give you permission, or withdraw it, unless we have good reason. For example, if we think giving you our permission will have an adverse effect on your home or your neighbours.
- (f) If this agreement says that we will charge you, for example to carry out work or clear rubbish, we will do so in line with our recharge policy which will be summarised in your tenancy handbook.
- (g) Unless the contrary is stated or implied the rights and obligations set out in this agreement are intended to replicate the rights and obligations established by statute, such as the Housing Act 1985, Part IV. The contrary may be implied where, for example, rights and obligations are set out in the contract that are not addressed by statute or where the statute gives us a discretion.

2. Types of tenancy

2.1 **Introductory Tenancy**

- (a) If you have an introductory tenancy your rights are set out in the Housing Act 1996, Part V. Your tenancy will last for a 12 month trial period. At the end of the trial period, your tenancy will become a secure tenancy or a secure flexible tenancy provided you have not broken any of the conditions of your introductory tenancy. If you break the conditions of your introductory tenancy we will carefully consider what action we will take and it is possible you will be evicted from your home.
- (b) If we want to end your introductory tenancy, or extend it for a further six months, we will give you a 'notice of proceedings for possession' or a 'notice of extension', whichever is appropriate. You can ask us to review our decision to serve either notice.
- (c) As an introductory tenant you do not have the same rights as a secure tenant. This means that as an introductory tenant you are not allowed to:
- buy your home
 - vote to change your landlord
 - exchange your home
 - take in a lodger, or
 - make any alterations to your home

2.2 **Secure Tenancy**

- (a) If you have a Secure Tenancy your rights are set out in the Housing Act 1985, Part IV. We will not interfere with your right to live in your home unless we have to take legal action to end your

tenancy such as if you have broken any of the conditions of this tenancy agreement. However, we are not allowed to evict you from your home without proving our case in a court of law. If the court agrees with us, they will give us a court order that allows us to end your tenancy.

(b) **Independent Retirement Living tenants**

You have the same tenancy as a Secure Tenancy except:

- you are not allowed to buy your own home
- you can only exchange your home with another tenant who is eligible to have an independent retirement living tenancy
- we will not allow you to have lodgers or allow you to sublet part of your home
- you must not have overnight visitors on more than two nights in a week.

2.3 **Flexible Tenancy**

If you have a Flexible Tenancy your rights are set out in the Housing Act 1985, Part IV, particularly sections 107A to 107E. This tenancy is a secure tenancy (as above) but is for a fixed term, normally ten years. During the fixed term we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy such as if you have broken any of the conditions of this tenancy agreement. Before the end of your tenancy we will review your housing need and the way you have conducted your tenancy. If we decide to renew your tenancy we will grant you a further five year tenancy. If we decide not to

renew your tenancy we will give you six months' notice.

2.4 Non Secure Tenancy

This tenancy is used when the Council places you in temporary accommodation. We will give you this type of tenancy if we are assessing whether we owe you a permanent housing duty. If we want you to leave your home, then we must serve you with a 28 day notice and ask the court to make a possession order against you.

3. Your rights and responsibilities

3.1 Living in your home

You must live in your home as your only or principal home. If you do not we will take legal action against you and you may lose your home. If you are a joint tenant at least one of you must live in your home as your only or principal home.

3.2 Going away for long periods

If you are going away for longer than 4 weeks, you must let us know. This is because we need to know how to contact you if necessary, and it will let us know that you have not abandoned your home.

3.3 Running a business from your home

You can use your home to run a business as long as we give you our permission in writing. We will refuse permission if we feel that the business is likely to cause a nuisance or annoy other people, or damage the property.

3.4 Lodgers

A lodger is someone who lives with you and pays you rent.

(a) Secure Tenants and Flexible Tenants

You can take in a lodger but you must get written permission from us before they move in.

(b) Introductory Tenants

You cannot take in lodgers under any circumstances.

(c) Independent Retirement Living Tenants

You cannot take in lodgers under any circumstances and you cannot have overnight visitors for longer than 2 nights in a week without written permission from us.

(d) Non Secure Tenants

You cannot take in lodgers in any circumstances.

3.5 Overcrowding

(a) Overcrowding is where the number of people living in your home is more than the law allows because there are not enough bed spaces for everyone.

(b) You must not allow your home to become overcrowded by allowing other people to live or stay with you.

3.6 Subletting your home

Subletting means giving a tenancy to someone else and charging them rent.

- (a) If you are a secure tenant or a secure flexible tenant and want to sublet part of your home you must get written permission from us.
- (b) Introductory tenants, Independent Retirement Living tenants and non-secure tenants cannot sublet part of their homes.
- (c) You **must not** sublet **all** of your home. If you do we will take legal action against you to repossess your home.

3.7 Tenancy Succession

Succession is where your tenancy passes on to someone after your death. If you have a joint tenancy and one of you dies, the tenancy will pass to the other joint tenant and this will count as a statutory succession. If your tenancy passed to you when the previous tenant died, no one else has the right to succeed or take over your tenancy.

Statutory succession rights for Secure and Flexible Tenants are set out in the Housing Act 1985 (sections 86A to 89) and for Introductory Tenants are set out in the Housing Act 1996 (sections 131 to 133). These rights can be summarised as follows:

Secure tenants (before 1 April 2012) & all Introductory tenants

- (a) If you became a Secure Tenant **before 1 April 2012** or an Introductory Tenant at any time then when you die your tenancy will pass to your husband, wife or civil partner if they are living with you in your home as their only or principal home at the time of your death. If this condition is not satisfied when you die, then your tenancy can pass to another member of your

family who has been living with you for at least 12 months before your death. Family members include your parents, grandparents, child, grandchild, brother, sister, uncle, aunt nephew or niece, but do not include foster children.

Secure and flexible tenants (after 1 April 2012)

- (b) If you became a Secure or Flexible Tenant **on or after 1 April 2012**, then your tenancy can **only** pass to your husband, wife, civil partner, or a person who lives with you as if they were a husband, wife or civil partner if they were living with you at your home at the time of your death.

Non-secure tenants

- (c) You do not have any succession rights.

3.8 Transferring your tenancy

- (a) You must not transfer your tenancy to anyone unless:
 - we give you written permission to transfer the tenancy to someone who would be able to take over your tenancy by succession after your death; **or**
 - we have received a court order instructing us to transfer the tenancy.

Independent Retirement Living tenants

- (b) You can only transfer your tenancy to a person eligible to live in independent retirement living housing.

3.9 Exchanging your home

Secure and flexible tenants

- (a) You have the right to exchange your home with another council tenant or housing association tenant. You must get our written permission before you exchange, and we can refuse if you do not meet certain conditions set by law.

Independent retirement living tenants

- (b) You can only exchange with a person eligible to live in independent retirement living housing.

Introductory and non-secure tenants

- (c) You cannot exchange your home.

3.10 The Right to Buy

Secure or flexible tenant

- (a) You may have the right to buy your home in accordance with your rights as set out in the Housing Act 1985.

Introductory or non-secure tenant

- (b) You do not have the right to buy your home.

4. Paying your rent and other charges

- 4.1 You must pay your rent, service charge and other charges (as set out at the end of this tenancy agreement) every Monday for the week ahead, whether lawfully demanded or not. Payments made less frequently than every week must be made wholly in advance.

Non-Secure tenants

You must pay your rent, service charge and other charges (as set out at the end of this tenancy agreement) on the day your tenancy starts for the week ahead, whether lawfully demanded or not and thereafter every Monday. Payments made less frequently than every week must be made wholly in advance.

- 4.2 Service charges cover the cost of services we provide to you such as heating, door entry systems, grounds maintenance and cleaning.

- 4.3 You must also pay any rent or other charges you owe us. Payments made by you will first be made to pay off any former debts from previous tenancies such as rent arrears or rechargeable repairs and finally rent for the property to which this agreement relates.

- 4.4 If you have a joint tenancy, each joint tenant is responsible for paying the full rent, service charge, and other charges. If one joint tenant moves out of your home, you will both still be responsible for the full weekly amount and any other amounts you owe us under this tenancy agreement. We can recover all the rent arrears owed for your home from any joint tenant.

- 4.5 If you do not pay any amount you owe us when it is due, we may serve you notice that we will apply for a court order so we can take back your home. If we do this you will then have to pay our legal costs and court fees on top of the full amount you owe us.

- 4.5 We can change the rent, service charges, and other charges by giving you four weeks' notice in

writing. We will still change your rent even if you do not receive this notice.

5. Repairs, improvements and alterations to your home

This section explains what we are responsible for and what you as the tenant are responsible for. It also summarises our obligations to you the tenant under the terms of Section 11 of the Landlord and Tenant Act 1985. We only accept the duties given to us by the Act and we do not accept any wider obligations.

5.1 Our repair and maintenance responsibilities

- (a) We will repair and maintain the structure and the outside of your home.
- (b) We will keep all fixtures and fittings in your home for the supply of gas, electricity, heating and hot water in repair and in proper working order. Fixtures and fittings are items in your home which cannot be removed – for example, water and gas pipes, electricity wiring, water tanks and boilers, radiators, baths, toilets, sinks.
- (c) In shared areas we will take reasonable steps to keep all lifts, lighting, door-entry systems, fire-safety equipment and other shared items in a reasonable state of repair. Shared areas include stairways, entrances and landings that you and your neighbours can use.
- (d) We will decorate the outside of your home and shared areas as required.

- (e) We will carry out repairs we are responsible for within a reasonable time, giving priority to urgent repairs.
- (f) We must carry out certain urgent or ‘qualifying’ repairs within a set time. If we do not complete them within certain time you may have the right to do the work yourself and charge us for the work (you can find details about these timescales and how to claim in your Tenancy Handbook).
- (g) We will insure the structure of the building and our fixtures and fittings against loss or damage caused by certain risks.

5.2 Your repair and maintenance responsibilities

- (a) You must tell us when a repair that is our responsibility needs to be done as soon as possible.
- (b) You and anyone living with or visiting you must keep your home, including its fixtures and fittings, clean and in good condition.
- (c) You are responsible for minor repairs and decorating inside your home. Details of what you are responsible for are given in your Tenancy Handbook.
- (d) If you live in a flat or a maisonette above ground floor, you must put down a suitable floor covering, with adequate underlay or insulation underneath it, to make sure that any noise, including normal day-to-day noise, could not and does not cause a nuisance to your neighbours.

- (e) You are responsible for any damage or repairs caused because you (or anyone living with or visiting you), have not looked after your home properly. If we have to carry out repairs to your home in these circumstances you will have to pay our costs. This does not apply to damage caused by fair wear and tear or vandals, as long as you reported the damage to the police and to us as soon as you found out about it.
- (f) You are responsible for looking after any keys for your home we have given you. If you lose any keys which form part of a suited system, you must inform us and you will have to pay for their replacement by us.
- (g) You must keep your home adequately ventilated to ensure that you do not cause condensation.
- (h) You are responsible for plumbing in washing machines and dishwashers to an acceptable standard and for repairing or replacing any extra pipe work.
- (i) You are responsible for insuring your belongings in your home.

5.3 Alterations to your home

Secure and Flexible tenants

- (a) You must get written permission from us before you carry out any alterations or improvement to your home or shared areas. This includes putting up a satellite dish or an aerial, fitting security grilles or gates and laying wooden or laminate flooring.

- (b) We will give our written permission or you to make alterations to your home unless we have good reason not to. If you make an alteration without our permission, we may ask you to change it back. If you do not do this, we will do the necessary work and charge you our costs.
- (c) Alterations to sheds, garages or other outbuildings must not be undertaken without our written permission.
- (d) If you have any work carried out in your home, you must make sure it is done by a competent and suitably qualified person. If we find out that work carried out to your home has been carried out to a poor standard, or has or could damage your home or injure someone, we will ask you to put the matter right. If you do not solve the problem, we will carry out the necessary work and you will have to pay our costs.

Secure tenants

- (e) In certain circumstances you have the right to claim compensation for improvements which you have carried out to your home at the end of your tenancy.

Introductory tenants and non-secure tenants

- (f) You must not carry out any alterations to your home.

6. Access to your home

- 6.1 If we need to get into your home (for example, to service your

boiler), and it is not an emergency, we will give you at least 24 hours' notice. If we have given you notice but you do not let us in, we may force our way in if we think that there is a risk that your home or other properties could be damaged or people could be injured.

- 6.2 In an emergency, such as a flood or suspected gas leak, we may have to get into your home without giving you notice. If we have to do this, we will make sure that your home is secure when we leave.
- 6.3 We will repair any damage caused by us forcing our way into your home, unless we had to force our way in as a result of your carelessness or neglect
- 6.4 You must allow our employees and people we authorise into your home to:
- Carry out an inspection
 - Carry out a gas safety check
 - Carry out an electrical safety check including smoke alarms
 - Carry out repairs or improvements that may be necessary
 - Inspect a neighbouring property, or
 - Discuss any issues relating to your tenancy.
- 6.5 If we have given you notice that we require access to your home but you do not provide this we will charge you for the cost of trying to get into your home.

7. Health and Safety

7.1 Our responsibilities for Health and Safety

Gas

- (a) Under the Gas Safety (Installation and Use) Regulations 1998 once a

year we must carry out an annual gas safety check of any gas appliances we have supplied in your home.

Fire

- (b) Under the Regulatory Reform Fire Safety Order 2005, we will carry out a fire-risk assessment of all communal areas and review the assessments on a regular basis.
- (c) If appropriate, we will request the Surrey Fire Brigade to carry out a fire-safety check in your home.

Electricity

- (d) We will check and test all electrical wiring and ensure it meets the relevant standards prior to the start of your tenancy.

Water Hygiene

- (e) We will manage and maintain all communal water tanks and pipework in the building and any water tanks in your home if one exists.

7.2 Your responsibilities for health and safety

Gas

- (a) You must let our contractors into your home to carry out a gas-safety check each year. This is to make sure that your boiler is working efficiently and that you or anyone else is not at risk of carbon-monoxide poisoning from a faulty appliance. We will give you written notice of when the check will be carried out.
- (b) You and anyone living with or visiting you must not interfere

with any shared fixture or fitting for gas supplies.

- (c) You must not carry out or allow any work that affects the gas supply in your home. Any work to repair, replace or install gas appliances must be carried out by a contractor on the Gas Safe Register (or subsequently recognised safety standard) and you must give us a copy of the certificate for any work undertaken.

Fire

- (d) You must make sure any smoke or fire alarm in your home is in working order and tell us if any are not working.
- (e) You must allow us access to your loft or roof space to carry out a fire risk assessment.
- (f) You must not keep any portable oil or bottled-gas appliance, or fuel for such appliances, in your home which includes store rooms, private and public balcony space. You must not keep any dangerous or flammable goods materials or substances in your home, apart from those used for general household purposes.
- (g) You must take reasonable precautions to prevent fire in your home.
- (h) You and anyone living with you or visiting you must not smoke in the areas designated smoke free by the Health Act 2006. Smoke free areas include:
 - Enclosed (and substantially enclosed) shared spaces, for

example lifts, stairwells and landings

- Common parts, corridors, shared lounges and kitchens, store rooms, stairways, communal laundry rooms and guest rooms.
- (i) You must have written permission to store a motorised mobility scooter inside the communal parts of the building. You must not charge your mobility scooter in the communal parts of the building. Please request a risk assessment from the Fire Officer if you use a mobility scooter. This is to make sure that the emergency services can get into your home easily in an emergency and that the storage of the scooter does not compromise the safety of the communal area.
- (j) You must not use any form of barbecue on your balcony or on any shared area including balconies, entrance halls or staircases.

7.3 Electricity

- (a) You and anyone living with or visiting you must not interfere with any fixture or fittings for electricity supplies.

7.4 Water Hygiene

- (a) You must take reasonable precautions to prevent flood damage from water leaks in your home.
- (b) You and anyone living with or visiting you must not interfere with any shared fixture or fitting for water supplies.

7.5 General Safety

- (a) You and anyone living with you or visiting you must not enter, or try to enter, any unauthorised areas such as shared loft space or storage areas.
- (b) You must not store or leave any rubbish or items that could cause a nuisance or danger in your home, on your balcony, in your garden, shared areas or in any shed or garage you have been allowed to use. If you do, we will ask you to remove any items causing an obstruction, nuisance or danger. If you do not do this within a reasonable period of time, we may dispose of them without further notice and you will have to pay our reasonable costs for doing this. We may also take action against you for breach of tenancy.
- (c) You must keep all shared areas free from obstructions. So you must not keep any items that will block someone's access, or cause a health and safety risk, in corridors, landings, walkways, stairwells or any shared area. If you do, we may dispose of them and you will have to pay our reasonable costs for doing this. We may also take legal action against you for breach of tenancy.
- (d) You must considerate when you remove household recyclable and non-recyclable waste and any items you no longer need. If you have to remove any of your household waste, personal belongings (including old furniture, mattresses, etc) or rubbish you have left in a shared or public area, you will have to pay our costs.
- (e) You must not alter, remove, damage or replace any safety

device (such as window locks, security grilles and fire or security doors) either in your home or in shared areas.

- (f) You must take all reasonable steps to keep your home free from rats, mice and other pests and report any infestation as soon as possible to the Council.
- (g) You must tell us if you or a member of your household needs to use and keep medical gases or equipment in the home as this could prevent you from being able to leave the building quickly in an emergency.
- (h) You must have written permission to store a motorised mobility scooter or wheelchair inside your home. This is to make sure that the emergency services can get into your home easily in an emergency.

8. Responsibilities for gardens and shared areas

- 8.1 If we do not provide a caretaking service, you are responsible, with other tenants, for cleaning stairwells and communal landings. If you do not do this we will clean the shared areas and you will have to pay our costs.
- 8.2 If you have a garden that only you and your household can use, you must keep it in a tidy and safe condition and free of weeds, litter rubbish, pests and other waste materials. You must not allow the garden to become a health and safety risk or nuisance. If you fail to do this, we may carry out the necessary work and you will have to pay our costs. We may also take legal action against you for breach of tenancy.

- 8.3 You must make sure that any trees or hedges in your garden are kept at a reasonable height and do not cause a nuisance to your neighbours or passers-by.
- 8.4 You must not remove, alter, replace or plant any hedge, fence or tree in your garden without first getting our written permission. We will refuse permission for large hedges and trees if we think they may cause or become a nuisance.
- 8.5 You must not erect any sheds or any structure in the garden without getting our written permission. You must not allow anyone to live in a garden shed or structure in the garden. We may withdraw our permission if the structure causes a nuisance.
- 8.6 You must not dig a pond in the garden without our written permission. If permission is granted, it will be conditional on the pond being filled in and the garden re-instated upon the termination of your tenancy.

9. Living in your home and your behaviour

- 9.1 This section tells you what we expect from you. You **are responsible** for:
- your behaviour
 - the behaviour of your children, and
 - the behaviour of anyone who lives in or visits your home; anywhere in the local area or in the Borough of Runnymede.
- 9.2 You are also responsible for any damage or nuisance caused by anyone living with or visiting you, including the cost of making good any damage which will mean you will have to pay our costs.
- 9.3 **Harassment**
- (a) You and anyone who lives in or visits your home must not cause, allow, threaten to cause or threaten

to allow any type of harassment.

- (b) Harassment is where someone intends to harm or intimidate another person, including council staff and contractors. Examples of harassment may include but are not restricted to the following:

- Verbal or written abuse
- threats
- physical violence or assault
- stalking
- persistent or offensive phone calls, texts and/or emails
- knocking on doors and/or windows
- sending indecent or abusive material
- graffiti

- (c) You must not behave in a way that targets members of identified groups because of their perceived differences. It is usually based on prejudice against a type of person for people because of their:

- race
- nationality
- religious or political beliefs
- gender
- age
- pregnancy or maternity
- marital or civil partnership
- gender reassignment
- sexuality
- disability, or
- mental condition

This includes racial, disability, homophobic and sexual harassment.

9.4 **Domestic violence and abuse**

You and anyone who lives in or visits your home must not use or threaten to use violence or abuse (including physical or emotional abuse, or restricting financial control), or intimidate any person (including children) living with you. If you do, and that person or their children have to leave your home because of your behaviour, we may take legal action against you.

This could result in us evicting you from your home.

9.5 General nuisance and behaviour

You and anyone who lives in or visits your home must not do the following:

- threaten or use violence towards anyone in the Borough of Runnymede and/or in the local area, including Council employees and contractors
- anything that causes or is likely to cause a nuisance towards anyone in the Borough of Runnymede and/or in the local area.
- Anything that disturbs the peace, comfort or convenience of anyone who lives in the Borough of Runnymede and/or local area.
- Play your television, radio or any music loudly in your home or in any garden or shared area.
- Damage property belonging to other people or the Council in the Borough of Runnymede and/or in the local area. This includes graffiti.
- Throw items from your balcony or window.
- Dump household waste, personal belongings (including old furniture, mattresses, etc) or rubbish in a shared public area.
- Ride motorcycles or mopeds in shared areas.
- Use or allow others to use drugs or deal or allow others to deal drugs in your home, and/or in the Borough of Runnymede and/or in the local area.
- Use your home for any criminal or illegal purpose including storing or handling stolen goods.
- Keep firearms and other weapons or ammunition in your home, unless you are legally entitled to keep them and you have our permission in writing to keep them. If you have a legal firearm you must use and store it as set by law.
- Keep animals without the Council's permission (see section 10 below)

9.6 Tenancy Fraud and Attempts at Tenancy Fraud

- (a) You and anyone who lives in your home must not commit fraud or attempt to commit fraud in respect

of your tenancy. This includes unlawful subletting, and/or subletting for profit, and knowingly making a false statement or withholding information in order to obtain a tenancy.

10 Dogs and Other Animals

- 10.1 You must not keep any animal or reptile except for a fish or small caged bird or small domestic rodent without our written permission. Unless your home has direct access to a private garden written permission will not be granted to keep a dog or a cat.
- 10.2 You must not allow any animal that you keep at the property to cause a nuisance or become a danger to anyone in the local area including our contractors or employees.
- 10.3 You must not allow your home to become unhygienic as a result of you keeping any pet, animal, bird or reptile.
- 10.4 You must not allow your pets, animals or birds to damage any Council property and you must remove and dispose of all animal mess hygienically.
- 10.5 You must not feed any birds, squirrels or other pests, either at your home, in any shared area or in the local area.
- 10.6 You must not keep any dangerous dog as described in section 1 of the Dangerous Dogs Act 1991.
- 10.7 You must not keep a dog for breeding or fighting purposes.
- 10.8 You or anyone walking your dog for you must keep it on a lead at all times when in shared areas.
- 10.9 You must clear up any mess caused by your dog fouling shared areas, play areas, open spaces and neighbouring properties.
- 10.10 There is a no dogs policy for the tower block Surrey Towers. You will not be allowed to keep a dog in this block, although an exception may be made in

case of assistance dogs.

- 10.11 If any animal belonging to you or anyone living with you or visiting you causes a nuisance to anyone in the local area, we will ask you to remove it.

11. Parking

- 11.1 You must not park any motor or electric vehicle, motorcycle, moped or scooter anywhere other than an official parking space or bay. If there is a local parking scheme, you must keep to the rules of the scheme.
- 11.2 You and anyone living with you or visiting you must not repair any vehicles outside your home or in the local area other than routine servicing to a vehicle registered with the Driver and Vehicle Licensing Agency (DVLA) at your address.
- 11.3 You, anyone living with you or visiting you must not park any vehicle on a shared driveway or in a way that blocks other residents' homes or the road or causes a health and safety risk.
- 11.4 You must not park any vehicle which is not roadworthy on any land belonging to us. If you do so, we may dispose of the vehicle. We will give you 14 days' notice. We will charge you for the full cost of disposal.
- 11.5 You are responsible for ensuring that all vehicles are properly taxed and insured. Vehicles must have appropriate insurance even if they are registered as Statutory Off Road Notification (SORN) and kept off the road.
- 11.6 You must not park any motor home, caravan, business vehicle or boat at the property or on any land belonging to us without prior written permission.

12. Consulting you, changing the Tenancy Agreement, and the information we keep about you

Secure, flexible and introductory tenants

- 12.1 We will consult you about any changes we want to make to your tenancy agreement except for changes in the amount of rent and other charges. Under the Housing Act 1985 we can make changes to the tenancy agreement as long as we consult you properly, take account of your views and give you four weeks' notice before the change happens.
- 12.2 We will also consult you on any other matters relating to how we manage our housing if we think that those matters are likely to have a substantial effect on tenants.

Non secure tenants

You do not have the right to be consulted on any proposals for changes to your tenancy conditions or the right to be consulted on housing management matters.

All tenants

- 12.3 The Data Protection Act 1998 sets out how we can use and store your personal information. The Data Protection Act 1998 also gives you certain rights relating to the information we hold. The main rights you have are:
- To see any information we hold about you (except information which identifies someone else); and
 - To ask us to correct any information that is wrong.
- 12.4 If you want to see a copy of the information we hold about you, please contact us.
- 12.5 **Information Sharing**
- (a) We are committed to the highest standard of quality information and every attempt has been made to present up to date and accurate information.
- (b) Any personal information you give to the Council is held securely and will be used only for Council purposes.

Information that was collected for

one purpose may be used for another Council purpose, unless there are legal restrictions preventing this.

- (c) All personal information is held in strict confidence but we may share this information where necessary with other organisations, including (but not limited to) where it is appropriate to protect public funds and/or prevent fraud in line with the National Fraud Initiative guidelines.
- (d) Using your information in this way allows us to deliver more efficient services that can be tailored to your individual needs and preferences.
- (e) We are required under Section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative data matching exercise.

The data held by us will be used for cross-system and cross authority comparison for the prevention and detection of fraud.

13. Serving Notices

- 13.1 If we have to send you **any** notice, we can:
- Deliver by hand to your home
 - Give it to you personally, or
 - Post it to your home or the last address we have for you.

- 13.2 You should send us any notices (including legal notices) to:

Runnymede Civic Centre, Station Road,
Addlestone, Surrey, KT15 2AH

14. How you end your Tenancy

- 14.1 You can end your tenancy by giving 28 calendar days' notice in writing to us. Your tenancy can end on any day of the week depending on when the 28 days' notice expires. This right is additional to the right of termination created by s107C of the Housing Act 1985:

- (a) In exceptional circumstances we may allow you to end your tenancy with less than 28 calendar days' notice as set out in the Tenancy Termination Policy, but you would have to agree this with us in writing before you move out.
- (b) If you are a joint tenant, one tenant can end the tenancy by giving us notice, and the tenancy will end for both joint tenants.

- 14.2 You must pay any rent arrears when the tenancy ends.
- 14.3 When your tenancy ends, you must not leave anybody living in your home. If you do, we may take legal action to evict them and you would have to pay our legal costs.
- 14.4 You must return all the keys to your home (including keys for shared areas) to the Civic Centre, Addlestone, by 12 noon on the next working day following the end of your tenancy. When you return your keys you will receive a key receipt as proof of return.

Non-secure tenants

You must return all the keys to your home (including keys for shared areas) to your Tenancy Management Officer by 12 noon on the day after your tenancy ends.

- 14.5 When you move out you must take all your belongings and rubbish with you, leaving your home, including any loft in a clean and tidy condition. If you leave rubbish and belongings in your home, we will remove them and you will have to pay our costs.
- 14.6 You are responsible for paying our costs, for removing and storing any items you leave in your home. We will dispose of rubbish and things considered harmful to others such as clinical waste or dirty clothing. We will store other items for up to one month. If you do not collect the items by the end of this month, we may sell them or remove them and you would have to pay our costs. We may take all or part of the costs from any proceeds from selling the items.

- 14.7 You must allow us to inspect your home and/or show potential new tenants around your home provided we have given you reasonable notice, before the end of the four week notice period.
- 14.8 You must leave your home in good condition. If you do not do this and we have to carry out works you will have to pay the cost.
- 14.9 You must make sure all fixtures and fittings and/or improvements you have installed and which you are leaving in the property are in good working order. If you are removing any fixtures and fittings or improvements you must put the property back to the way it was before you made them.
- 14.10 When you leave you must give us your forwarding address.

15. How we end your Tenancy

Secure tenants (including Independent Retirement Living Tenants)

- 15.1 If we want to end your tenancy, we will normally give you a 'notice of seeking possession'. This notice will explain why we want to end your tenancy and explain to you when court proceedings may start. This will usually be four weeks after the date we issue the notice unless we want to evict you because of antisocial behaviour in which case court proceedings may start immediately.
- 15.2 If your tenancy ceases to be secure (for example if your home is not your only or principal home or you have sublet all of your home), we will end your tenancy by giving you a 'notice to quit'. This will give you four weeks' notice, ending on a Sunday or a Monday.

Secure Flexible Tenants

Statutory Grounds

- 15.3 If your flexible tenancy is secure and we want to end your tenancy during the fixed term we will give you a 'notice of seeking possession'. This notice will

explain why we want to end your tenancy and explain to you the day the court proceedings may start.

Break Notice

- 15.4 If your flexible tenancy is not secure then we may end it by serving a notice stating that the tenancy will end 28 days after service ("a break notice"). However, this right does not apply if the only reason why your flexible tenancy ceases to be secure is because the landlord condition of s.80 of the Housing Act 1985 is not satisfied.
- 15.5 Without prejudice to the above, if your flexible tenancy is not secure then we may end it by serving a break notice stating that the tenancy will end 28 days after service and this notice may be served in either of the following circumstances:
- The sole tenant has died
 - All joint tenants have died.

Forfeiture

- 15.6 Without prejudice to the above,
- If your fixed term tenancy is not secure or
 - If any of the conditions of the tenancy are not performed or observed or
 - If any of the statutory grounds for possession exist

we may forfeit the tenancy

- by serving proceedings seeking possession of the property or
- by re-entering the property or any part of it

and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then we will not forfeit it by re-entering the property.

- 15.7 Forfeiture does not affect the right of either of you or us to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the tenancy ended:

- 15.8 Furthermore:
- all charges are recoverable as if they are rent
 - this right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.

If you need help understanding any part of this agreement, or you want a copy on audio tape, or in large print or you need a version in your own language, please contact us.

Flexible tenants after the fixed term has ended

- 15.9 Providing that your flexible tenancy or any tenancy arising when it ends remains secure we may seek a court order to evict you following the statutory procedure in s.107D of the Housing Act 1985 which is summarised below:
- 15.10 We will give you notice at least six months before your flexible tenancy is due to end stating that:
- (i) we do not propose to grant another tenancy on the expiry of the flexible tenancy,
 - (ii) setting out our reasons for not proposing to grant another tenancy, and
 - (iii) informing you of your right to request a review of our proposal and of the time within which such a request can be made.
- 15.11 We will give you not less than two months written notice stating that we require possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.
- 15.12 We will carry out any review that you request.
- 15.13 If the review is unsuccessful we will obtain a court order for possession.

Introductory and non-secure tenants

- 15.14 We must give you 28 days' notice in writing of our intention to terminate your tenancy. Having served the notice we will still have to get a court order for possession.

16. Signing your tenancy agreement

This **tenancy agreement** is between:

- us, **Runnymede Borough Council**; and
- you, the tenant or tenants named below (print full names)

Tenant 1:

NI NUMBER:

Tenant 2:

NI NUMBER:

Attach a passport-size photo of the tenant
--

Tenant 1

Attach a passport-size photo of the tenant
--

Tenant 2

This tenancy agreement is for the property at:

This tenancy will begin on

In this tenancy agreement, we refer to the property, including any garden, shed or garage, as your home.

Your home is a

It has

You must not allow your home to become overcrowded.

The people who will live in your home with you (your household) are named over.

Full Name	Date of birth	Their relationship to you
		TENANT

Your weekly tenancy starts on

You must pay us the following charges **every Monday in advance.**

Rent	£
Service charge	£
Heating charge	£
Support charge	£
Alarm charge	£
Other charge(s)	£
Total due every week	£

We are encouraging tenants to pay their rent and other charges by direct debit. Further details setting out how and where to pay are given in your Tenancy Handbook.

A service charge is an amount you pay in addition to the weekly rent. This charge covers the cost of services we provide for tenants who receive extra services such as caretaking and grounds maintenance in shared areas, door entry systems and cleaning on estates. There may be other services or facilities such as those provided in Independent Retirement Living, e.g. community alarm, shared lounge, heating and laundry facilities that are provided which are not identified here.

This tenancy agreement is a legal contract between you and us. It sets out the conditions of your tenancy, and explains your and our responsibilities. You should read this agreement carefully to make sure that it contains everything you want to form part of the agreement and nothing that you are not prepared to agree to. If you do not understand this agreement or anything in it, you should ask for it to be explained before you sign it. You could get help from a solicitor, a citizen's advice bureau or a housing advice centre.

By signing this agreement you are confirming the following:

- You have read and understood this tenancy agreement and agree to the conditions set out in this document.
- All information you have given us, and the information in your housing application form, is true and has not changed. It is a term of this tenancy agreement that you (or anyone acting for you) must not have knowingly made a false statement or withheld information on purpose from us in order to obtain a tenancy. We will take legal action against anyone we discover has obtained a tenancy falsely.

If this is a joint tenancy, both tenants must sign below.

Tenants' Signature	<input type="text"/>	<input type="text"/>
Tenants' Printed Name	<input type="text"/>	<input type="text"/>
Name of Officer signing on behalf of the Council:		<input type="text"/>
Signature of Officer signing on behalf of the Council:		<input type="text"/>
Date:		<input type="text"/>

This section to only be completed where there are payments outstanding from a previous Council tenancy.

If this section is not applicable, please tick this box

Payments you owe from a previous Council tenancy
You are responsible for the full amount owed from your previous tenancy at:

Full amount owed:

Any payments made will first be credited to the debt from the previous tenancy and then to your current weekly rent account.

By signing below you are agreeing to these conditions relating to your debt. If this is joint tenancy, you must both sign below

Tenants' Signature	<input type="text"/>	<input type="text"/>
Tenants' Printed Name	<input type="text"/>	<input type="text"/>
Name of Officer signing on behalf of the Council:	<input type="text"/>	
Signature of Officer signing on behalf of the Council:	<input type="text"/>	
Date:	<input type="text"/>	

This section to only be completed in the case of successor tenants.

If this section is not applicable, please tick this box

Notice for Successor Tenants

To: **Tenant 1:**

From: **Runnymede Borough Council**

1. Under the terms of the 1985 Housing Act, the council has a legal duty to allow one succession only. By law, a second succession is not possible.
2. By signing, you understand that you are a successor tenant within the meaning of the 1985 Housing Act, and you understand that there can be no further succession to your tenancy.

Tenant's Signature	<input type="text"/>
Tenants' Printed Name	<input type="text"/>
Name of Officer signing on behalf of the Council:	<input type="text"/>
Signature of Officer signing on behalf of the Council:	<input type="text"/>
Date:	<input type="text"/>

Runnymede Borough Council
Runnymede Civic Centre
Station Road
Addlestone
Surrey
KT15 2AH

This section to only be completed where the Council is offering a secure flexible tenancy after the introductory period.

If this section is not applicable, please tick this box

Notice
s.137A Housing Act 1996

To: **Tenant 1:**

Tenant 2:

From: **Runnymede Borough Council**

1. This notice states that on ceasing to become an introductory tenancy, your tenancy at:

will become a secure tenancy which will be a flexible tenancy for a term of:

two years

five years

ten years

2. The terms of the tenancy are set out in the attached blank tenancy agreement and you are referred to the sections applicable to flexible tenants.

Tenants' Signature	<input type="text"/>	<input type="text"/>
Tenants' Printed Name	<input type="text"/>	<input type="text"/>
Name of Officer signing on behalf of the Council:	<input type="text"/>	
Signature of Officer signing on behalf of the Council:	<input type="text"/>	
Date:	<input type="text"/>	

Runnymede Borough Council
Runnymede Civic Centre
Station Road
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April 2016



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