

Tenancy Agreement



The tenancy agreement

This tenancy agreement is in three parts to reflect the different types of tenancies.

Part 1 sets out the rights and responsibilities for introductory tenants.

Part 2 sets out the rights and responsibilities for flexible tenants.

Part 3 sets out the rights and responsibilities for secure tenants.

Information about each tenancy type and the definition of the terms and conditions used in this agreement can be found in the accompanying tenants' handbook.

If the tenant is unsure about which type of tenancy the tenant has the tenant should contact the housing service. Contact details are also in the tenants' handbook.

This agreement provides the tenant with the rights afforded to local authority tenants by virtue of the Housing Act 1985, the Housing Act 1996 and the Localism Act 2011. The council agrees to let the premises to the tenant on a weekly periodic tenancy or in the case of flexible tenancies on a fixed term commencing on a Monday and to abide by the conditions set out in this agreement.

In order to combat tenancy fraud, a photograph will be taken of all new tenants. The council reserves the right to take photographs of existing tenants in the future.

Part 1 - Introductory tenancy

This tenancy is an introductory tenancy under the Housing Act 1996. The start date of this introductory tenancy is the date on page 2 of this document.

- 1. Rent**
- 1.1 The rent is the total weekly amount payable to the council, including water rates and service charges where applicable. Rent must be paid on a Monday, one week in advance.
 - 1.2 If you do not pay water rates or service charges which are due and payable by you to the council under this agreement they will be recoverable from you in the same way as rent.
 - 1.3
 - (a) The council may, at its discretion, request the tenant to pay rent other than on a weekly basis.
 - (b) The council will advise the tenant of the arrangements for the collection of rent and any other charges due under this agreement.
 - 1.4 In April each year the council may, in accordance with the Housing Act 1985, change the rent by giving the tenant at least four weeks' notice in writing of the increase. The notice will specify the revised net rent which will not be increased more than once in a calendar year.
 - 1.5 **Service charges**
 - (a) The council will provide services to communal areas in connection with the premises for which the tenant will pay a service charge in addition to the net rent: An example of these services might be work to communal lighting, landscaping or caretaking services.
 - (b) The service charge will be set annually to apply from April each year. The council reserves the right to vary the service charge at any time in the event of unforeseen additional costs or savings being incurred or achieved by the council in the provision of services.
 - (c) In determining or adjusting the service charge the council must apply the provisions of the Landlord and Tenant Act 1985.

1.6 Water rates

- (a) If required to do so by the council the tenant will pay any water rates the tenant is responsible for to the council in accordance with the tenant current payment plan.
- (b) The council will pay the appropriate water company any amounts due to them and collected from the tenant by way of water charges. The council reserves the right to terminate this agreement in which case the tenant will be responsible for paying the tenants own charges to the appropriate water company.
- (c) With some properties the tenant may have to pay water charges directly to the water company via a water meter. It is a breach of tenancy not to do so.

1.7 Other charges

Other charges will relate to any communal heating charges or similar other charges which must be paid as part of the rent.

1.8 Failure to pay

The tenant must pay the rent and other charges in full as they become due. If the tenant fails to pay the tenants rent and/or charges the council may take legal action to recover the debt or ask the court to grant us possession of the premises. This could lead to the tenant's eviction from the premises. The council may also repossess any garages rented by the tenant if the tenant fails to pay the tenant's rent and other charges.

1.9 Money due to the tenant

All sums due from the council to the tenant will be used to offset any rent arrears or other sums due in respect of the tenancy or a former tenancy with the council. Any sum remaining after rent arrears or other debts are cleared will be credited to the tenants rent account or paid to the tenant directly at the discretion of the council.

2. The council's obligations

The council agrees to:

2.1 Possession of and the right to occupy the premises

To give possession of the premises to the tenant at the commencement of the tenancy and not to interrupt or interfere with the tenant's right to peacefully occupy the premises except where:

- (a) Access is required to inspect the condition of the premises or to carry out repairs or other works to the premises or an adjoining property, or
- (b) To carry out the annual gas and other safety checks as required by law, or
- (c) A court has given the council possession by ending the tenancy or in circumstances where the council is entitled to repossess the premises without an order of the court.

2.2 Water rates

To pay the appropriate water companies any amounts due to them and collected from the tenant by way of water charges. (See 1.7 above). The water rates must be paid as part of the gross rent, where stated in this tenancy agreement. Where no water rates charge is made, the tenant will be responsible for making payments direct to the relevant water company.

2.3 Services

To provide the services described in clause 1.6 in connection with the premises. The council may cease to provide any of these services if it is no longer practicable to do so or it may provide additional services if it is desirable to do so.

2.4 Repairs and maintenance

The council will keep in repair and proper working order:

- (a) The structure and exterior of the premises including drains, gutters and external pipes, and,
- (b) Installations for the supply of water, gas and electricity and for sanitation including basins, sinks, baths and toilets, and,
- (c) Any fires or central heating or installation of water heating which belong to the council, and
- (d) Lift services and communal amenities.

For clarification the council will not:

- (a) Carry out works or repairs for which the tenant is liable by virtue of his duty to use the premises in a tenant-like manner, or would be so liable but for an express covenant on his part,
- (b) Rebuild or reinstate the premises in the case of destruction or damage by fire, or by tempest, flood or other inevitable accident, or
- (c) To keep in repair or maintain anything which the tenant is entitled to remove from the dwelling-house.

In determining the standard of repair required by the council's repairing covenant, regard shall be had to the age, character and prospective life of the dwelling-house and the locality in which it is situated.

- 2.5 The council will carry out these repairs within a reasonable period of time and in line with our published repair priorities, after notification of the repair.
- 2.6 The council may refuse to carry out works, or may recharge the tenant for the cost of works, that are needed because of the negligence or wilful damage by the tenant or family member, or any other person residing within or visiting the property.
- 2.7 The council will inspect the communal parts of blocks and estates at regular intervals. The council will keep the common parts of the building or estate in a reasonable state of repair and in a safe condition.
- 2.8 **Major works and improvements**

The council will seek and consider the views of all affected tenants on any proposed major repair and/or improvement scheme.
- 2.9 **Alternative accommodation**
 - (a) If the tenant has to be re-housed on a temporary basis so that work can be done to the premises, the council will try to arrange to re-house the tenant in a suitable alternative property. If the tenant is moved to alternative accommodation, the tenant will normally be required to return to the original property once the works have been completed.

3. Tenant's obligations

- (b) While the tenant is living in alternative accommodation during any works, unless the tenant is given an agreement governing their occupation of the temporary accommodation, the tenant must comply with the terms of this agreement as if it applied to the temporary accommodation. Similarly, any conditions imposed on the tenant's occupation of the premises - including payments of arrears of rent under an order for possession or terms as to the tenant's behaviour - must still be complied with while the tenant is in temporary accommodation.
- (c) If the tenant is required to return to the premises once the works are completed, the tenant must vacate the temporary accommodation when requested to do so.

2.10 Variation of terms of the tenancy agreement

The council reserves the right to change the terms and conditions of this tenancy agreement from time to time. The terms and conditions may only be changed by:

- (a) Agreement between the council and the tenant, or
- (b) the delivery to the tenant of a 'Notice of Variation' giving at least four weeks' notice of the proposed changes; before this notice can be served we will ask the tenant about any major changes we plan to make to this tenancy agreement.

The tenant agrees to:

3.1 Possession and occupation

- (a) To take possession of the premises at the start of the tenancy and not to part with possession of the premises.
- (b) Not to have lodgers or to sublet part or the whole of the premises as per Housing Act 1985, s93.
- (c) To use the premises for residential purposes as the tenant's principal or only home. The tenant will not carry on or allow anyone else to carry on any trade, business or profession upon the premises or on any land owned by the council without the prior, written, consent of the council. Such consent will not be unreasonably withheld.
- (d) Not to use to the premises or any land owned by the council for any illegal or immoral purposes.
- (e) To allow the council and/or its agents to access the premises to carry out gas and other safety checks or to assess or repair the property.

- (f) To inform the council in writing of any changes to the household.
- (g) To ensure the tenant has the necessary insurance to cover them for damage to the property and contents: damage to property and contents of neighbouring properties and any cost to the council as a result of accident, negligence and wilful damage.

3.2 Use of communal areas

- (a) The tenant must not obstruct fire exits or any entrance or exit by storing personal items or items to be disposed of in the communal areas, including and for example: bicycles, shoes, plant pots, fridges or freezers.
- (b) The tenant must share the use of communal areas with other tenants. The tenant must not cultivate, fence off or restrict access to any parts of the communal areas without the written consent of the council.
- (c) The tenant must not build, construct or place any building or other structure in the communal areas without the written consent of the council.
- (d) The tenant must not leave waste or other items in the communal areas (except in designated bins or other appropriate receptacles) or store personal items (including washing lines and/or laundry) in corridors, shared areas or on balconies without the explicit permission of the council.
- (e) The tenant must not damage the communal areas or allow anyone living with the tenant or visitors to the tenant's home to cause damage to the communal areas.
- (f) The tenant must not cause nuisance, annoyance or disturbance in communal areas. This includes but is not limited to:
 - Playing ball games;
 - Noise, abusive or intimidating behaviour;
 - The consumption of alcohol when this behaviour becomes a nuisance to others;
 - Inappropriate sexual behaviour; and, or
 - Keeping of pets or other animals (see 3.8).
- (g) The tenant must notify the council of any communal risks, hazards or repairs.

3.3 Gardens

- (a) The tenant must keep the tenant's garden (if any) in a tidy condition and reasonably free from weeds, rubbish, litter and other waste materials. The tenant must not allow the garden to become a nuisance or an eyesore.
- (b) The tenant must not have any plant in their garden that causes a nuisance or annoyance to other tenants or neighbours, other people in the neighbourhood or the council.
- (c) The tenant must not plant any tree or plant on the premises which may grow to a height of more than 2 metres without the written consent of the council. Consent will not be unreasonably withheld.
- (d) The tenant must not allow any person to reside in the garden or garden structures such as sheds.
- (e) The tenant must take responsibility for the maintenance and upkeep of any trees, hedges or shrubs on the premises and ensure that these do not cause a nuisance to neighbours or anyone else.

3.4 Vehicles and driveways

- (a) The tenant may not take a vehicle onto the premises unless a proper footpath crossover has been provided and an appropriately designed vehicle standing has been installed and approved by the council.
- (b) The tenant must park any vehicles in the correct, marked parking bays or in accordance with local laws and parking regulations.
- (c) The tenant must not bring or keep in the premises including any shed or outbuilding a motorcycle, moped or machinery with a petrol engine. If the tenant has a disability scooter the tenant must get written permission from the council over where it is to be stored.
- (d) The tenant is 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 of the road.
- (e) If a vehicle belonging to the tenant is found to be abandoned in the locality, the tenant will be required to remove it. If the tenant fails to do so the council will arrange to remove it and the cost will be recharged to the tenant. This also applies to any vehicle that does not display a valid road tax disc.

- (f) Local by-laws regarding commercial vehicles must be followed; normally vehicles over 2 tonnes in weight must not be left or parked on estates or in car parking areas overnight or at weekends.

3.5 Storage of materials and fire safety

- (a) The tenant must not keep a dangerous material or dangerous quantities of materials at the premises without the written consent of the council with clause 3.2 (c) of this tenancy agreement;
- (b) The tenant must take all reasonable precautions to protect the premises, outbuildings and any neighbouring structures from fire.
- (c) The tenant must ensure that all means of escape from the premises are kept free from obstruction.
- (d) The tenant must test the fire or smoke alarms regularly and replace the batteries as necessary. If a fire or smoke alarm fitted by the council is not working the tenant must notify the council at once.

3.6 Nuisance and violence

- (a) The tenant is responsible for the behaviour of every person, (including children and pets) living in or visiting the premises. The tenant is responsible for their behaviour in the premises and in the locality where the tenant lives.
- (b) The tenant is responsible for the behaviour of every person, child or pet living in or visiting the premises. The tenant is responsible for their behaviour so that they do not cause a nuisance, annoyance or disturbance to any other person in the neighbourhood around the tenant's home. Further, the council may consider taking action against the tenant if the tenant causes or allows to be caused, annoyance, nuisance or disturbance outside of the locality of the property.
- (c) Where there is sufficient evidence and the council considers that it is reasonable the council will take action to deal with nuisance and or anti-social behaviour. Examples of nuisance, annoyance or disturbance include, but are not limited to:
 - Loud noise, loud music, arguing and door slamming, foul language, dog barking;
 - Excessive and/or persistent and unreasonable household/DIY noise;

- Using household and/or DIY appliances at unreasonable times of the day or night and in particular between the hours of 9 pm to 8 am;
- Playing ball games close to someone else's house;
- Inconsiderate use of communal areas;
- Keeping dangerous or unsuitable animals;
- Not taking proper care of pets so they create a health hazard or produce excessive noise or odours; and, or
- Feeding or attracting wild birds or animals where such action causes a nuisance or annoyance to others and or where it causes damage to council property.

In addition, if the tenant lives in a block of flats, further examples of acts which may constitute a nuisance or annoyance are:

- Slamming doors;
 - Using rubbish chutes inappropriately or at unreasonable hours;
 - Wedging security/fire doors open;
 - Leaving personal belongings on a landing or in communal areas; and, or
 - Fitting laminate flooring which contributes to excessive noise or is fitted without permission.
- (d) The tenant must take proper care of their home, its decoration and its fixtures and fittings. The tenant must also take proper care of the block and estate. The tenant must pay for any damage the tenant, a member of the household or visitor causes.

3.7 Harassment and violence

- (a) Where there is sufficient evidence of domestic violence the council will take action to stop it or prevent it from recurring. Possession or injunction proceedings will be taken wherever possible against any tenants who commit or support acts of domestic violence. Such violence is not limited to incidents in the home and can take place anywhere.
- (b) The tenant may not permit to be done anything that is likely to cause harassment, alarm or distress to any person or defined group of persons whether on the premises, elsewhere on the estate or anywhere within the borough of Slough.

- (c) 'Harassment' means behaviour motivated by another person's race, gender, sexuality, age, religion or belief, disability or other irrational prejudice. Examples of behaviour that may cause harassment, alarm or distress include (but are not limited to):
- Racist behaviour, racist language or any racially motivated acts;
 - Using or threatening to use violence, using abusive or insulting words, gestures or behaviour; against any visitor, council employee or their agents.
 - Homophobic behaviour or homophobic language;
 - Offensive drunkenness;
 - Damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti;
 - Doing anything that interferes with the peace, comfort or convenience of other people;
 - Vehicle racing; and, or
 - Selling, dealing, abuse or consumption of illegal or unlawful substances.
 - Fraud, including benefit fraud.
 - Using the property to store stolen goods.

3.8 Animals

- (a) Dogs and cats can only be kept if the premises have direct access from the street and there is direct access from the premises to a private garden. The written permission of the council is required if the tenant wants to keep more than one dog. Permission will not be given to keep exotic pets at the premises.
- (b) Only small traditional pets kept in a tank or cage can be kept in flats for example birds, hamsters, stick insects or goldfish. Dogs and cats are not permitted to be kept in flatted accommodation except where there is direct access to the street or a garden as per clause 3.8a. Guide dogs and hearing dogs are exempt from this clause.
- (c) All permitted pets must not annoy, disturb, intimidate or attack other people or cause any other nuisance. If the council believes the tenant's pet(s) are causing a nuisance the tenant will be in breach of this tenancy agreement and the council will consider taking legal action.

4. Smoking

The tenant, members of the tenant's household or visitors 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; and, or
- Common parts, corridors, shared lounges and kitchens, store rooms, stairways, communal laundry rooms, guest rooms, enclosed car parks.

5. Television aerials and satellite dishes

- 5.1 The tenant must seek written permission and any necessary planning or building regulation consents before putting up a satellite dish or a television aerial on any part of the structure or exterior of the premises or any other property belonging to the council.
- 5.2 Permission will not normally be given for the installation of a satellite dish if the block or the premises already has a communal aerial in place. Where a satellite dish has been installed without the permission of the council the tenant will be required to remove it at their own cost if requested to do so by the council. The tenant may also be required to pay the council's reasonable costs for any remedial work required following removal of a fixture.
- 5.3 Television aerials must not be fixed to the communal parts of the premises or block.

6. Ending the tenancy

- (a) The tenant can end the introductory tenancy by giving four weeks' notice in writing during the introductory period.
- One of several joint tenants may exercise this right even if another joint tenant does not know of the termination or objects.
- The council can end the tenancy by giving the tenant at least four weeks' written notice, ending on either a Sunday or a Monday that explains the reasons why. The council will then ask the court for an order for possession. The notice must tell the tenant that the tenant has a right to request a review of their decision.
- (b) The tenant must remove all the tenant's possessions from the premises unless the tenant has a written agreement with the council to leave certain items behind. This does not apply to any furniture or equipment provided by the council.

7. Death of a tenant and succession

- (c) The tenant must arrange for the repair of any damage to the premises that has been caused by the tenant or any member of the tenants' household. If the tenant does not carry out any of the required repairs or does not do it to a good standard, the council will carry out the work and charge the tenant the full cost.
- (d) The tenant will also have to pay the full cost of certain other repairs and other works the tenant should have done before the tenant left. These will include:
 - Correcting any alteration the tenants have done to the premises and/or outbuildings without the council's permission;
 - Removing, storing or disposing of items left in the property; and, or
 - Cleaning the premises and/or clearing the tenant's garden if not left in a reasonable condition.
- (e) The tenant must ensure that the premises are safe and secure before the tenant leaves. This includes making sure that it is properly locked up before the tenant hands in the keys. All keys including any copies to the premises, outbuildings and access security doors must be delivered to the housing office by noon on the day the tenancy ends. If the keys are not delivered by noon on the day the tenancy ends, the tenant will continue to be responsible for paying the rent for the premises until the keys are returned.
- (f) If it is necessary for us to change the locks because keys are not returned we may charge the tenant for the cost of doing so.
- (g) The tenant is responsible for ensuring that all gas and electrical appliances are appropriately and safely disconnected and moved from the property. Gas appliances can only be disconnected by a gas safety registered workman.
- (h) Any possessions remaining within a property or external areas such as gardens or sheds after termination of the tenancy will be assumed to be unwanted and will be disposed of; it is not the council's responsibility to store these for any period unless prior arrangement has been made in writing.
- (a) If the introductory tenant dies the tenancy may be taken over by certain qualifying people. This process is called succession. It allows for a tenancy to be taken over and no new tenancy will be granted. The number of times that a tenancy can be succeeded to is limited to one succession. Therefore the deceased tenant must not have succeeded to the tenancy.

(b) The following people may qualify to succeed to a tenancy:

- A surviving joint tenant;
- A surviving spouse or civil partner provided they were living at the premises as their only or principal home at the time of the tenant's death; and, or
- A surviving partner provided they lived with the tenant for 12 months preceding the tenant's death.

8. Right to repair

Introductory tenants do not have the right to have certain qualified repairs carried out and claim compensation.

9. Alterations, improvements and adaptations

9.1 Introductory tenants are not allowed to make alterations or improvements to the premises.

9.2 Adaptations for the disabled will be assessed in accordance with individual needs. Contact the tenant's housing officer to discuss.

10. Lodgers and sub-letting

Introductory tenants are not allowed to have lodgers or to sub-let part or the whole of the premises.

11. Right to compensation

Introductory tenants are not allowed to make alterations or improvements to the premises. Therefore a right to compensation cannot apply.

12. Assignment

12.1 An assignment is where a tenant passes their tenancy, including responsibilities and liabilities of the assignor, on to someone else. Introductory tenancies can be assigned in certain limited circumstances:

- to a person who would qualify as a successor if the tenant died;
- If the assignment is ordered by a court under matrimonial, children's or civil partnership law.

13. Transfer by way of exchange

Introductory tenants have no right to exchange their tenancy with another social housing tenant.

14. Right to buy

Introductory tenants do not qualify for the right to buy.

Part 2 - Flexible tenancy

This tenancy is a flexible tenancy under the Housing Act 1985. A flexible tenancy is a tenancy for a fixed term. The usual fixed term is five years but under 25s are granted a fixed term of two years. For confirmation of the start date of the flexible tenancy please speak with your housing officer. Flexible tenancies are sometimes called flexible (secure) tenancies.

- 1. Rent**
- 1.1 The rent is the total weekly amount payable to the council, including water rates and service charge where applicable. Rent must be paid on a Monday, one week in advance.
 - 1.2 If you do not pay water rates or service charges which are due and payable by you to the council under this agreement they will be recoverable from you in the same way as rent.
 - 1.3
 - (a) the council may, at its discretion, request the tenant to pay rent other than on a weekly basis.
 - (b) The council will advise the tenant of the arrangements for the collection of rent and any other charges due under this agreement.
 - 1.4 In April each year the council may, in accordance with the Housing Act 1985, change the rent by giving the tenant at least four weeks' notice in writing of the increase. The notice will specify the revised net rent which will not be increased more than once in a calendar year.
 - 1.5 **Service charge**
 - (a) The council will provide services to communal areas in connection with the premises for which the tenant will pay a service charge in addition to the net rent: An example of these services might be work to communal lighting, landscaping or caretaking services.

- (b) The service charge will be set annually to apply from April each year. The council reserves the right to vary the service charge at any time in the event of unforeseen additional costs or savings being incurred or achieved by the council in the provision of services.
- (c) In determining or adjusting the service charge the council must apply the provisions of the Landlord and Tenant Act 1985.

1.6 Water rates

- (a) If required to do so by the council the tenant will pay any water rates the tenant is responsible for to the council in accordance with the current payment plan.
- (b) The council will pay the appropriate water company any amounts due to them and collected from the tenant by way of water charges. The council reserves the right to terminate this agreement in which case the tenant will be responsible for paying the tenant's own charges to the appropriate water company.
- (c) With some properties the tenant may have to pay water rates directly to the water company via a water meter. It is a breach of tenancy not to do so.

1.7 Other charges

Other charges will relate to any communal heating charges or similar other charges which must be paid as part of the rent.

1.8 Failure to pay

The tenant must pay the rent and other charges in full as they become due. If the tenant fails to pay the rent and/or charges the council may take legal action to recover the debt or ask the court to grant us possession of premises. This could lead to the tenant's eviction from premises. The council may also repossess any garages rented by the tenant if the tenant fails to pay the tenant's rent and other charges.

1.9 Money due to the tenant

All sums due from the council to the tenant will be used to offset any rent arrears or other sums due in respect of the tenancy or a former tenancy with the council. Any sum remaining after rent arrears or other debts are cleared will be credited to the tenant's rent account or paid to the tenant directly at the discretion of the council.

2. The council's obligations

The council agrees to:

2.1 Possession and the right to occupy

Give possession of premises to the tenant at the commencement of the tenancy and not to interrupt or interfere with the tenant's right to peacefully occupy premises except where:

- (a) Access is required to inspect the condition of premises or to carry out repairs or other works to premises or an adjoining property, or
- (b) To carry out the annual gas and other safety checks as required by law, or
- (c) A court has given the council possession by ending the tenancy or in circumstances where the council is entitled to repossess the premises without an order of the court.

2.2 Water rates

To pay the appropriate water companies any amounts due to them and collected from the tenant by way of water rates. The water rates must be paid as part of the gross rent, where stated in this tenancy agreement. Where no water rates charge is made, the tenant will be responsible for making payments direct to the relevant water company.

2.3 Services

To provide the services described in clause 1.6 in connection with premises. The council may cease to provide any of these services if it is no longer practicable to do so or it may provide additional services if it is desirable to do so.

2.4 Repairs and maintenance

The council will keep in repair and proper working order:

- (a) The structure and exterior of the premises including drains, gutters and external pipes, and,
- (b) Installations for the supply of water, gas and electricity and for sanitation including basins, sinks, baths and toilets, and,
- (c) Any fires or central heating or installation of water heating which belong to the council, and,
- (d) Lift services and communal amenities.

For clarification the council will not:

- (a) Carry out works or repairs for which the tenant is liable by virtue of his duty to use the premises in a tenant-like matter, or would be so liable but for an express covenant on his part,
- (b) Re-build or reinstate the premises in the case of destruction or damage by fire, or by tempest, flood or other inevitable accident, or
- (c) To keep in repair or maintain anything which the tenant is entitled to remove from the dwelling-house.

In determining the standard of repair required by the council's repairing covenant, regard shall be had to the age, character and prospective life of the dwelling-house and locality in which it is situated.

2.5 The council will carry out these repairs within a reasonable period of time and in line with our published repair priorities, after notification of the repair.

2.6 The council may refuse to carry out works or recharge the tenant for the cost of works that are needed because of the negligence or wilful damage by the tenant or family member or any other person residing within or visiting the property.

2.7 The council will inspect the communal parts of blocks and estates at regular intervals. We will keep the common parts of the building or estate in a reasonable state of repair and in a safe condition.

2.8 Major works and improvements

The council will seek and consider the views of all affected tenants on any proposed major repair and/or improvement scheme.

2.9 Alternative accommodation

- (a) If the tenant has to be re-housed on a temporary basis so that work can be done to the tenant's property, we will try to arrange to re-house the tenant in a suitable alternative property. If the tenant is moved to alternative accommodation, the tenant will normally be required to return to the original property once the works have been completed.

- (b) While the tenant is living in alternative accommodation during any works, unless the tenant is given an agreement governing the tenant's occupation of the temporary accommodation, the tenant must comply with the terms of this agreement as if it applied to the temporary accommodation. Similarly, any conditions imposed on the tenant's occupation of the premises (including payments of arrears of rent under an order for possession or terms as to the tenant's behaviour) must still be complied with while the tenant is in temporary accommodation.
- (c) If the tenant is required to return to the premises once the works are completed, the tenant must vacate the temporary accommodation when requested to do so.

2.10 Variation of terms of the tenancy agreement

Flexible (secure) tenancy

- (a) The council may vary the terms of a flexible (secure) tenancy as authorised by the Housing Act 1985, s102.
- (b) Any variation to the rent or to payments in respect of rates, council tax or services may be effected by the council serving a notice of variation on the tenant. The notice of variation shall specify:
 - (i) The variation effected by it, and
 - (ii) The date on which it takes effect:

And the period between the dates on which it is served and the date on which it takes effect must be at least four weeks.

Flexible (non- secure) tenancy

- (c) If the flexible tenancy ceases to be secure then the council may vary any of its terms with a notice of variation that shall specify:
 - (i) The variation effected by it, and
 - (ii) The date on which it takes effect;

And the period between the dates on which it is served and the date on which it takes effect must be at least four weeks.

3. Tenant's obligations

As the tenant agree to:

3.1 Possession and occupation

- (a) To take possession of premises at the start of the tenancy and not to part with possession of premises.

- (b) Not to have lodgers or to sublet part or the whole of the premises as per Housing Act 1985, s93.
- (c) To use premises for residential purposes as the tenant's principal or only home. The tenant will not carry on or allow anyone else to carry on any trade, business or profession upon premises or on any land owned by the council without the prior, written, consent of the council. Such consent will not be unreasonably withheld.
- (d) Not to use to premises or any land owned by the council for any illegal or immoral purposes.
- (e) To allow the council and/or its agents to access the premises to carry out gas and other safety checks or to assess or repair the property.
- (f) To inform the council in writing of any changes to the household.

3.2 Use of communal areas

- (a) The tenant must not obstruct fire exits or any entrance/exit by storing personal items or items to be disposed of in the communal areas, including (for example) bicycles, shoes, plant pots, fridges or freezers.
- (b) The tenant must share the use of communal areas with other tenants. The tenant must not cultivate, fence off or restrict access to any parts of the communal areas without the written consent of the council.
- (c) The tenant must not build, construct or place any building or other structure in the communal areas without the written consent of the council.
- (d) The tenant must not leave waste or other items in the communal areas (except in designated bins or other appropriate receptacles) or store personal items (including washing lines and/or laundry) in corridors, shared areas or on balconies without the explicit permission of the council.
- (e) The tenant must not damage the communal areas or allow anyone living with the tenant or visitors to the tenant's home to cause damage to the communal areas.
- (f) The tenant must not cause nuisance, annoyance or disturbance in communal areas. This includes but is not limited to:
 - Playing ball games;
 - Noise, abusive or intimidating behaviour;

- The consumption of alcohol when this behaviour becomes a nuisance to others;
- Inappropriate sexual behaviour;
- Keeping of pets or other animals (see 3.8)

3.3 Gardens

- (a) The tenant must keep the tenants garden (if any) in a tidy condition and reasonably free from weeds, rubbish, litter and other waste materials. The tenant must not allow the garden to become a nuisance or an eyesore;
- (b) The tenant must not have any plant in the tenant's garden that causes a nuisance or annoyance to the tenant's neighbours, other people in the neighbourhood or the council;
- (c) The tenant must not plant any tree or plant on premises which may grow to a height of more than 2 metres without the written consent of the council. Consent will not be unreasonably withheld;
- (d) The tenant must not allow any person to reside in the garden or garden structures such as sheds;
- (e) The tenant must take responsibility for the maintenance and upkeep of any trees, hedges or shrubs on premises and ensure that these do not cause a nuisance to neighbours or anyone else.

3.4 Vehicles and driveways

- (a) The tenant may not take a vehicle onto premises unless a proper footpath crossover has been provided and an appropriately designed vehicle standing has been installed and approved by the council;
- (b) The tenant must park any vehicles in the correct, marked parking bays or in accordance with local laws and parking regulations;
- (c) The tenant must not bring or keep in premises including any shed or outbuilding a motorcycle, moped or machinery with a petrol engine. If the tenant has a disability scooter the tenant must get written permission from the council over where it is to be stored;
- (d) The tenant is 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 of the road;

- (e) If a vehicle belonging to the tenant is found to be abandoned the tenant will be required to remove it. If the tenant fails to do so the council will arrange to remove it and the cost will be recharged to the tenant. This also applies to any vehicle that does not display a valid road tax disc;
- (f) Local by-laws regarding commercial vehicles must be followed; normally vehicles over 2 tonnes in weight must not be left or parked on estates or in car parking areas overnight or at weekends.

3.5 Storage of materials and fire safety

- (a) The tenant must not keep a dangerous material or dangerous quantities of materials at premises without the written consent of the council in accordance with clause 3.2 (c) of this tenancy agreement;
- (b) The tenant must take all reasonable precautions to protect premises from fire;
- (c) The tenant must ensure that all means of escape from premises are kept free from obstruction;
- (d) The tenant must test the fire or smoke alarms regularly and replace the batteries as necessary. If a fire or smoke alarm fitted by the council is not working correctly the tenant must notify the council at once.

3.6 Nuisance and violence

- (a) The tenant is responsible for the behaviour of every person (including children and pets) living in or visiting premises. The tenant is responsible for their behaviour in premises and in the locality where the tenant lives.
- (b) The tenant or anyone living in or visiting the tenant's home (including children and pets) must not behave in a way likely to cause or be capable of causing a nuisance, annoyance or disturbance to any other person in the neighbourhood around the tenant's home. We may also consider taking action against the tenant if the tenant causes annoyance, nuisance or disturbance outside of the immediate locality of the property.
- (c) Where there is sufficient evidence and we consider that it is reasonable and within our powers to do so, we will take action to deal with nuisance and/or anti-social behaviour. Examples of nuisance, annoyance or disturbance include (but are not limited to):

- Loud noise, loud music, arguing and door slamming, foul language, dog barking;
- Excessive and/or persistent and unreasonable household/DIY noise;
- Using household and/or DIY appliances at unreasonable times of the day or night and in particular between the hours of 9pm to 8am;
- Playing ball games close to someone else's house;
- Inconsiderate use of communal areas;
- Keeping dangerous or unsuitable animals;
- Not taking proper care of pets so they create a health hazard or produce excessive noise or odours;
- Feeding or attracting wild birds or animals where such action causes a nuisance or annoyance to others and/or where it causes damage to council property.

In addition, if the tenant lives in a block of flats, further examples of acts which may constitute a nuisance or annoyance are:

- Slamming doors;
- Using rubbish chutes inappropriately or at unreasonable hours;
- Wedging security/fire doors open;
- Leaving personal belongings on a landing or in communal areas;
- Fitting laminate flooring which contributes to excessive noise or is fitted without permission.

(d) The tenant must take proper care of the tenant's home, its decorations and its fixtures and fittings. The tenant must also take proper care of the block and the estate. The tenant must pay for any damage the tenant causes. However, we will not charge the tenant for wear and tear or any damage resulting from our failure to carry out our duties.

3.7 Harassment

(a) The tenant may not permit to be done anything that is likely to cause harassment, alarm or distress to any person or defined group of persons whether on premises, elsewhere on the estate or anywhere within the borough of Slough.

- (b) 'Harassment' means behaviour motivated by another person's race, gender, sexuality, age, religion or belief, disability or other irrational prejudice. Examples of behaviour that may cause harassment, alarm or distress include, but are not limited to:
- Racist behaviour, racist language or any racially motivated acts;
 - Using or threatening to use violence, using abusive or insulting words, gestures or behaviour;
 - Homophobic behaviour or homophobic language;
 - Offensive drunkenness;
 - Damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti;
 - Doing anything that interferes with the peace, comfort or convenience of other people;
 - Vehicle racing;
 - Selling, dealing, abuse or consumption of illegal or unlawful substances.

3.8 Animals

- (a) Dogs and cats can only be kept if premises have direct access from the street and there is direct access from the premises to a private garden. The written permission of the council is required if the tenant wants to keep more than one dog. Permission will not be given to keep exotic pets at premises.
- (b) Only small traditional pets kept in a tank or cage can be kept in flats for example birds, hamsters, stick insects or goldfish. Dogs and cats are not permitted to be kept in flatted accommodation except where there is direct access to the street or a garden as per clause 3.8 (a). Guide dogs and hearing dogs are exempt from this clause.
- (c) All permitted pets must not annoy, disturb, intimidate or attack other people or cause any other nuisance. If the council believes the tenant's pet(s) are causing a nuisance the tenant will be in breach of this tenancy agreement and the council will consider taking legal action.

4. Smoking

The tenant, members of the tenant’s household and visitors 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, guest rooms, enclosed car parks.

5. Television aerials and satellite dishes

- 5.1 The tenant must seek written permission and any necessary planning or building regulation consents before putting up a satellite dish or a television aerial on any part of the structure or exterior of premises or any other property belonging to the council.
- 5.2 Permission will not normally be given for the installation of a satellite dish if the block or premises already has a communal aerial in place. Where a satellite dish has been installed without the permission of the council the tenant will be required to remove it at their own cost if requested to do so by the council. Tenants may also be required to pay the council’s reasonable costs for any remedial work required following removal of a fixture.
- 5.3 Television aerials must not be fixed to the communal parts of premises or block.

6. Ending the tenancy

The tenant can end the tenancy at any time during the tenancy term:

- (a) (i) As authorised by the Housing Act 1985, s107C, or
- (ii) By giving written notice to the council specifying the date of termination, which date must be at least four weeks after service, unless the council agrees in writing to waive this requirement.
- (iii) One of several joint tenants may exercise this right even if another joint tenant does not know of the termination or objects.

The council can end the tenancy at any time during the tenancy term:

Flexible (secure) tenancy

The council may terminate the tenancy by any of the following methods:

- (b) (i) The council may terminate the tenancy by obtaining and executing a possession order as set out in the Housing Act 1985, Part IV.

- (ii) Should the Housing Act 1985, Part IV, require a provision for re-entry or forfeiture, the council may rely on the right of forfeiture set out below.

Flexible (non-secure) tenancy

The council may terminate the tenancy by any of the following methods:

- (c)
 - (i) By serving written notice stating that the tenancy will end 28 days after service.
 - (ii) By serving written notice stating that the tenancy will end 28 days after service, which, without prejudice to the aforesaid right, may be served in either of the following circumstances:
 - The sole tenant has died, or
 - All joint tenants have died.
 - (iii) By forfeiture in the event of any of the following:
 - Terms of the tenancy being not performed or observed, or
 - Statutory grounds for possession existing. These grounds are set out in the Housing Act 1985, Schedule 2, and are to be treated as applying to a secure or non-secure tenant.

Forfeiture will be effected by:

- (d)
 - (i) Serving proceedings seeking possession of the premises, or
 - (ii) Re-entering the premises or any part of it

And thereupon the tenancy will end.

For the purposes of forfeiture:

- (iii) Water, sewerage and all other charges are recoverable as if they are rent.
- (iv) The right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.

Towards the end of the fixed term

The council can end the flexible tenancy, towards the end of the fixed term, by giving the tenant two written notices:

- (e)
 - The first notice: a notice of 'non-renewal' must be given to the tenant at least 6 months before the tenant's flexible tenancy ends telling the tenant that the flexible tenancy will not be renewed and setting out the reasons why, and,
 - The second notice: a notice of seeking possession must be given to the tenant at least 2 months before the tenancy ends saying that the council requires possession.

Both notices must be given to the tenant /served before the tenant flexible tenancy comes to end.

After the two notices have been served on the tenant, the council will go to court to seek an order for possession.

The tenant can ask the council to review their decision to not renew the flexible tenancy within 21 days of getting the first notice. The first notice must tell the tenant they have the right to do this. If the council decides not to renew the tenant's tenancy, it must tell the tenant why.

Renewal of flexible tenancies

- (f) In certain circumstances a flexible tenancy will be renewed for a further fixed term. For greater information see the tenants' handbook.

When the tenancy has ended

- (g) (i) The tenant must remove all the tenant's possessions from the premises unless the tenant has a written agreement with the council to leave certain items behind. This does not apply to any furniture or equipment provided by the council.
- (ii) The tenant must arrange for the repair of any damage to the premises that has been caused by the tenant or any member of the tenant's household. If the tenant does not carry out any of the required repairs or does not do it to a good standard, the council will carry out the work and charge the tenant the full cost.
- (iii) The tenant will also have to pay the full cost of certain other repairs and other works the tenant should have done before the tenant left. These will include:
- Correcting any alteration the tenant has done to the premises without the council's permission;
 - Removing, storing or disposing of items left in the property;
 - Cleaning the premises and/or clearing the tenant's garden if not left in a reasonable condition.
- (iv) The tenant must ensure that the premises are safe and secure before the tenant leaves. This includes making sure that it is properly locked up before the tenant hands in the keys. All keys (including any copies) to premises, outbuildings and access security doors must be delivered to the housing office by noon on the day the tenancy ends. If the keys are not delivered by noon on the day the tenancy ends, the tenant will continue to be responsible for paying the rent for the premises until the keys are returned.

- (v) If it is necessary for us to change the locks because keys are not returned we may charge the tenant for the cost of doing so.
- (vi) The tenant is responsible for ensuring that all gas and electrical appliances are appropriately and safely disconnected and moved from the property. Gas appliances can only be disconnected by a gas safety registered workman.
- (vii) Any possessions remaining within a property after termination of the tenancy will be assumed to be unwanted and will be disposed of; it is not the council's responsibility to store these for any period unless prior arrangement has been made in writing.

7. Death of a tenant and succession

Any right of succession is limited to that allowed by the Housing Act 1985, s86A. That right is limited to the statutory rights that may be exercised by a spouse or civil partner of the tenant who at the time of the tenant's death occupied the premises as his/her only or principal home. No rights of succession arise under the Housing Act 1985, s86A (2) (b).

8. Right to repair

Flexible tenants do not have the right to have certain qualified repairs carried out and claim compensation.

9. Alterations, improvements and adaptations

The right of a secure tenant to improve or alter the premises is limited to that set out in the Housing Act 1985, s97.

If the tenancy ceases to be secure then the tenant may not improve or alter the premises.

Adaptations for the disabled will be assessed in accordance with individual needs. For further information the tenant should speak to the tenant's housing officer.

10. Lodgers and sub-letting

The right of a secure tenant to have a lodger and to sub-let the premises is limited to that set out in the Housing Act 1985, s93.

If the tenancy ceases to be secure then the tenant may not sub-let or licence (i.e. have a lodger) any part of the premises.

11. Right to compensation

Flexible tenants are not allowed to make alterations or improvements to the premises. Therefore a right to compensation cannot apply.

12. Assignment

An assignment is where a tenant passes their tenancy on to someone else. Assignment is only allowed with the written permission of the council.

- 12.1 The right of a flexible (secure) tenant to assign the premises is limited to that set out in the housing Act 1985, ss91-92.
- 12.2 If the flexible tenancy ceases to be secure then the tenant may not assign the premises.

13. Transfer by way of exchange

13.1 Flexible tenants can only exchange their tenancy with the written permission of the council. Permission will not be unreasonably withheld but will not be allowed if:

- There are rent, water rates or service charge arrears;
- A court order has ordered possession of the premises to the council;
- Possession proceedings have been issued against the tenant or a notice of seeking possession has been served;
- An injunction, an Anti-Social Behaviour Order (ASBO) or order for possession has been granted in relation to nuisance;
- The premises will be too large or unsuitable for the household moving in;
- The premises have been adapted for a physically disabled person and if the exchange is allowed to go ahead no-one moving into the premises needs the adaptations;
- The premises is one that is let to people with special needs and services to assist with those needs are provided near the property.

13.2 The council may refuse an exchange request until the tenant has completed any repairs for which they are responsible. This will include any damage to the premises caused deliberately or carelessly by the tenant or any members of the tenant's household, a lodger, child visitor or pet. Assignment will not be allowed until any other tenancy issues have been rectified.

13.3 Once the tenancy has been assigned the incoming tenant will take over any rights and responsibilities of the original tenant.

14. Right to Buy

- 14.1 Flexible tenants may qualify to buy premises subject to certain conditions and limitations. For further information the tenant should speak to the tenant's housing officer.
- 14.2 If the tenant or a person living in or visiting premises has engaged in or threatened to engage in anti-social behaviour the council can seek an order from the court to suspend the tenant's right to buy for a specified period.

Part 3 - Secure tenancy

This tenancy is a secure tenancy under the Housing Act 1985. The start date of this secure tenancy is the date on page 2 of this document.

- 1. Rent**
- 1.1 The rent is the total weekly amount payable to the council, including water rates and service charges where applicable. Rent must be paid on a Monday, one week in advance.
 - 1.2 If you do not pay water rates or service charges which are due and payable by you to the council under this agreement they will be recoverable from you in the same way as rent.
 - 1.3
 - (a) the council may, at its discretion, request the tenant to pay rent other than on a weekly basis;
 - (b) The council will advise the tenant of the arrangements for the collection of rent and any other charges due under this agreement;
 - 1.4 In April each year the council may, in accordance with the Housing Act 1985, change the rent by giving the tenant at least four weeks' notice in writing of the increase. The notice will specify the revised net rent which will not be increased more than once in a calendar year.
 - 1.5 **Service charges**
 - (a) The council will provide services to communal areas in connection with the premises for which the tenant will pay a service charge in addition to the net rent: An example of these services might be work to communal lighting, landscaping or caretaking services.
 - (b) The service charge will be set annually to apply from April each year. The council reserves the right to vary the service charge at any time in the event of unforeseen additional costs or savings being incurred or achieved by the council in the provision of services.
 - (c) In determining or adjusting the service charge the council must apply the provisions of the Landlord and Tenant Act 1985.

1.6 Water rates

- (a) If required to do so by the council the tenant will pay any water rates the tenant is responsible for to the council in accordance with the tenant's current payment plan.
- (b) The council will pay the appropriate water company any amount due to them and collected from the tenant by way of water charge. The council reserves the right to terminate this agreement in which case the tenant will be responsible for paying the tenant's own charges to the appropriate water company.
- (c) With some properties the tenant may have to pay the water charge directly to the water company via a water meter. It is a breach of tenancy not to do so.

1.7 Other charges

Other charges will relate to any communal heating charges or similar other charges which must be paid as part of the rent.

1.8 Failure to pay

The tenant must pay the rent and other charges in full as they become due. If the tenant fails to pay the rent and/or charges the council may take legal action to recover the debt or ask the court to grant the council possession of the premises. This could lead to the tenant's eviction from the premises. The council may also repossess any garages rented by the tenant if the tenant fails to pay the tenant's rent and other charges.

1.9 Money due to the tenant

All sums due from the council to the tenant will be used to offset any rent arrears or other sums due in respect of the tenancy or a former tenancy with the council. Any sum remaining after rent arrears or other debts are cleared will be credited to the tenant's rent account or paid to the tenant directly at the discretion of the council.

2. The council's obligations

The council agrees to:

2.1 Possession of and the right to occupy the the premises

To give possession of the premises to the tenant at the commencement of the tenancy and not to interrupt or interfere with the tenant's right to peacefully occupy the premises except where:

- (a) Access is required to inspect the condition of the premises or to carry out repairs or other works to the premises or an adjoining property; or
- (b) To carry out the annual gas and other safety checks as required by law;
- (c) A court has given the council possession by ending the tenancy or in circumstances where the council is entitled to repossess the premises without an order of the court.

2.2 Water rates

To pay the appropriate water companies any amounts due to them and collected from the tenant by way of water rates (see 1.7 above). The water rates must be paid as part of the gross rent, where stated in this tenancy agreement. Where no water rates charge is made, the tenant will be responsible for making payments direct to the relevant water company.

2.3 Services

To provide the services described in clause 1.6 in connection with the premises. The council may cease to provide any of these services if it is no longer practicable to do so or it may provide additional services if it is desirable to do so.

2.4 Repairs and maintenance

The council will keep in repair and proper working order:

- (a) The structure and exterior of the premises including drains, gutters and external pipes, and,
- (b) Installations for the supply of water, gas and electricity and for sanitation including basins, sinks, baths and toilets, and,
- (c) Any fires or central heating or installation of water heating which belong to the council, and,
- (d) Lift services and communal amenities.

For clarification the council will not:

- (a) Carry out works or repairs for which the tenant is liable by virtue of his duty to use the premises in a tenant-like manner, or would be so liable but for an express covenant on his part,
- (b) Rebuild or reinstate the premises in the case of destruction or damage by fire, or by tempest, flood or other inevitable accident, or
- (c) To keep in repair or maintain anything which the tenant is entitled to remove from the dwelling-house.

In determining the standard of repair required by the council's repairing covenant, regard shall be had to the age, character and prospective life of the dwelling-house and the locality in which it is situated.

- 2.5 The council will carry out these repairs within a reasonable period of time and in line with our published repair priorities, after notification of the repair.
- 2.6 The council may refuse to carry out works, or recharge the tenant for the cost of works, that are needed because of the negligence or wilful damage by the tenant or family member, or any other person residing within or visiting the property.
- 2.7 The council will inspect the communal parts of blocks and estates at regular intervals. The council will keep the common parts of the building or estate in a reasonable state of repair and in a safe condition.
- 2.8 **Major works and improvements**

The council will seek and consider the views of all affected tenants on any proposed major repair and/or improvement scheme.
- 2.9 **Alternative accommodation**
 - (a) If the tenant has to be re-housed on a temporary basis so that work can be done to the premises, the council will try to arrange to re-house the tenant in a suitable alternative property. If the tenant is moved to alternative accommodation, the tenant will normally be required to return to the original property once the works have been completed.

3. Tenant's obligations

- (b) While the tenant is living in alternative accommodation during any works, unless the tenant is given an agreement governing the tenant's occupation of the temporary accommodation, the tenant must comply with the terms of this agreement as if it applied to the temporary accommodation. Similarly, any conditions imposed on the tenant's occupation of the premises (including payments of arrears of rent under an order for possession or terms as to the tenant's behaviour) must still be complied with while the tenant is in temporary accommodation.
- (c) If the tenant is required to return to the premises once the works are completed, the tenant must vacate the temporary accommodation when requested to do so.

2.10 Variation of terms of the tenancy agreement

The council reserves the right to change the terms and conditions of this tenancy agreement from time to time. The terms and conditions may only be changed by:

- (a) Agreement between the council and the tenant; or
- (b) The delivery to the tenant of a 'Notice of Variation' giving at least four weeks' notice of the proposed changes; before this notice can be served we will ask the tenant about any major changes we plan to make to this tenancy agreement.

The tenant agrees to:

3.1 Possession and occupation

- (a) To take possession of the premises at the start of the tenancy and not to part with possession of the premises.
- (b) Not to have lodgers or to sublet part or the whole of the premises as per Housing Act 1985, s93.
- (c) To use the premises for residential purposes as the tenant's principal or only home. The tenant will not carry on or allow anyone else to carry on any trade, business or profession upon the premises or on any land owned by the council without the prior, written, consent of the council. Such consent will not be unreasonably withheld.
- (d) Not to use the premises or any land owned by the council for any illegal or immoral purposes.

- (e) To allow the council and/or its agents to access the premises to carry out gas and other safety checks or to assess or repair the property.
- (f) To inform the council in writing of any changes to the household.
- (g) To ensure the tenant has the necessary insurance to cover them for damage to the property and contents: damage to property and contents of neighbouring properties and any cost to the council as a result of accident, negligence and wilful damage.

3.2 Use of communal areas

- (a) The tenant must not obstruct fire exits or any entrance/exit by storing personal items or items to be disposed of in the communal areas, including (for example) bicycles, shoes, plant pots, fridges or freezers.
- (b) The tenant must share the use of communal areas with other tenants. The tenant must not cultivate, fence off or restrict access to any parts of the communal areas without the written consent of the council.
- (c) The tenant must not build, construct or place any building or other structure in the communal areas without the written consent of the council.
- (d) The tenant must not leave waste or other items in the communal areas (except in designated bins or other appropriate receptacles) or store personal items (including washing lines and/or laundry) in corridors, shared areas or on balconies without the explicit permission of the council.
- (e) The tenant must not damage the communal areas or allow anyone living with the tenant or visitors to the tenant's home to cause damage to the communal areas.
- (f) The tenant must not cause nuisance, annoyance or disturbance in communal areas. This includes but is not limited to:
 - Playing ball games;
 - Noise, abusive or intimidating behaviour;
 - The consumption of alcohol when this behaviour becomes a nuisance to others;
 - Inappropriate sexual behaviour;
 - Keeping of pets or other animals (see 3.8).
- (g) The tenant must notify the council of any communal risks, hazards or repairs.

3.3 Gardens

- (a) The tenant must keep their garden (if any) in a tidy condition and reasonably free from weeds, rubbish, litter and other waste materials. The tenant must not allow the garden to become a nuisance or an eyesore.
- (b) The tenant must not have any plant in their garden that causes a nuisance or annoyance to other tenants or neighbours, other people in the neighbourhood or the council.
- (c) The tenant must not plant any tree or plant on the premises which may grow to a height of more than 2 metres without the written consent of the council. Consent will not be unreasonably withheld.
- (d) The tenant must not allow any person to reside in the garden or garden structures such as sheds.
- (e) The tenant must take responsibility for the maintenance and upkeep of any trees, hedges or shrubs on the premises and ensure that these do not cause a nuisance to neighbours or anyone else.

3.4 Vehicles and driveways

- (a) The tenant may not take a vehicle onto the premises unless a proper footpath crossover has been provided and an appropriately designed vehicle standing has been installed and approved by the council.
- (b) The tenant must park any vehicles in the correct, marked parking bays or in accordance with local laws and parking regulations.
- (c) The tenant must not bring or keep in the premises including any shed or outbuilding a motorcycle, moped or machinery with a petrol engine. If the tenant has a disability scooter the tenant must get written permission from the council over where it is to be stored.
- (d) The tenant is 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 of the road.
- (e) If a vehicle belonging to the tenant is found to be abandoned in the locality, the tenant will be required to remove it. If the tenant fails to do so the council will arrange to remove it and the cost will be recharged to the tenant. This also applies to any vehicle that does not display a valid road tax disc.

- (f) Local by-laws regarding commercial vehicles must be followed; normally vehicles over 2 tonnes in weight must not be left or parked on estates or in car parking areas overnight or at weekends.

3.5 Storage of materials and fire safety

- (a) The tenant must not keep a dangerous material or dangerous quantities of materials at the premises without the written consent of the council in accordance with clause 3.2 (c) of this tenancy agreement.
- (b) The tenant must take all reasonable precautions to protect the premises, outbuildings and any neighbouring structures from fire.
- (c) The tenant must ensure that all means of escape from the premises are kept free from obstruction.
- (d) The tenant must test the fire or smoke alarms regularly and replace the batteries as necessary. If a fire or smoke alarm fitted by the council is not working the tenant must notify the council at once.

3.6 Nuisance and violence

- (a) The tenant is responsible for the behaviour of every person (including children and pets) living in or visiting the premises. The tenant is responsible for their behaviour in the premises and in the locality where the tenant lives.
- (b) The tenant or anyone living in or visiting the tenant's home (including children and pets) must not behave in a way likely to cause or be capable of causing a nuisance, annoyance or disturbance to any other person in the neighbourhood around the tenant's home. We may also consider taking action against the tenant if the tenant causes annoyance, nuisance or disturbance outside of the locality of the property.
- (c) Where there is sufficient evidence and we consider that it is reasonable and within our powers to do so, we will take action to deal with nuisance and/or anti-social behaviour. Examples of nuisance, annoyance or disturbance include, but are not limited to:
 - Loud noise, loud music, arguing and door slamming, foul language, dog barking;
 - Excessive and/or persistent and unreasonable household/DIY noise;

- Using household and/or DIY appliances at unreasonable times of the day or night and in particular between the hours of 9pm to 8am;
- Playing ball games close to someone else's house;
- Inconsiderate use of communal areas;
- Keeping dangerous or unsuitable animals;
- Not taking proper care of pets so they create a health hazard or produce excessive noise or odours; and, or
- Feeding or attracting wild birds or animals where such action causes a nuisance or annoyance to others and/or where it causes damage to council property.

In addition, if the tenant lives in a block of flats, further examples of acts which may constitute a nuisance or annoyance are:

- Slamming doors;
- Using rubbish chutes inappropriately or at unreasonable hours;
- Wedging security/fire doors open;
- Leaving personal belongings on a landing or in communal areas; and, or
- Fitting laminate flooring which contributes to excessive noise or is fitted without permission.

(d) The tenant must take proper care of the premises, its decoration and its fixtures and fittings. The tenant must also take proper care of the block and estate. The tenant must pay for any damage the tenant causes.

3.7 Harassment and violence

- (a) Where there is sufficient evidence of domestic violence the council will take action to stop it or prevent it from recurring. Possession or injunction proceedings will be taken wherever possible against any tenants who commit or support acts of domestic violence. Such violence is not limited to incidents in the home and can take place anywhere.
- (b) The tenant may not permit to be done anything that is likely to cause harassment, alarm or distress to any person or defined group of persons whether on the premises, elsewhere on the estate or anywhere within the borough of Slough.

- (c) 'Harassment' means behaviour motivated by another person's race, gender, sexuality, age, religion or belief, disability or other irrational prejudice. Examples of behaviour that may cause harassment, alarm or distress include, but are not limited to:
- Racist behaviour, racist language or any racially motivated acts;
 - Using or threatening to use violence, using abusive or insulting words, gestures or behaviour;
 - Homophobic behaviour or homophobic language;
 - Offensive drunkenness;
 - Damaging or threatening to damage another person's home or possessions, writing threatening, abusive or insulting graffiti;
 - Doing anything that interferes with the peace, comfort or convenience of other people;
 - Vehicle racing;
 - Selling, dealing, abuse or consumption of illegal or unlawful substances.

3.8 Animals

- (a) Dogs and cats can only be kept if the premises have direct access from the street and there is direct access from the premises to a private garden. The written permission of the council is required if the tenant wants to keep more than one dog. Permission will not be given to keep exotic pets at the premises.
- (b) Only small traditional pets kept in a tank or cage can be kept in flats for example birds, hamsters, stick insects or goldfish. Dogs and cats are not permitted to be kept in flatted accommodation except where there is direct access to the street or a garden as per clause 3.8 (a). Guide dogs and hearing dogs are exempt from this clause.
- (c) All permitted pets must not annoy, disturb, intimidate or attack other people or cause any other nuisance. If we believe the tenant's pet or pets is/are causing a nuisance the tenant will be in breach of this tenancy agreement and we will consider taking legal action.

4. Smoking

The tenant, members of their household and visitors 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; and, or
- Common parts, corridors, shared lounges and kitchens, store rooms, stairways, communal laundry rooms, guest rooms, enclosed car parks.

5. Television aerials and satellite dishes

- 5.1 The tenant must seek written permission and any necessary planning or building regulation consents before putting up a satellite dish or a television aerial on any part of the structure or exterior of the premises or any other property belonging to the council.
- 5.2 Permission will not normally be given for the installation of a satellite dish if the block or the premises already has a communal aerial in place. Where a satellite dish has been installed without the permission of the council the tenant will be required to remove it at their own cost if requested to do so by the council. Tenants may also be required to pay the council's reasonable costs for any remedial work required following removal of a fixture.
- 5.3 Television aerials must not be fixed to the communal parts of the premises or block.

6. Ending the tenancy

- (a) The tenant can end the tenancy by giving four weeks' notice in writing. The council can end the tenancy by giving four weeks' notice ending on either a Sunday or Monday and obtaining a court order.
- (b) The tenant must remove all their possessions from the premises unless the tenant has a written agreement with the council to leave certain items behind. This does not apply to any furniture or equipment provided by the council.
- (c) The tenant must arrange for the repair of any damage to the premises that has been caused by the tenant or any member of their household. If the tenant does not carry out any of the required repairs or does not do it to a good standard, the council will carry out the work and charge the tenant the full cost.
- (d) The tenant will also have to pay the full cost of certain other repairs and other works the tenant should have done before the tenant left. These will include:

7. Death of a tenant and succession

- Correcting any alteration the tenant has done to the premises and/or outbuildings without the council's permission;
 - Removing, storing or disposing of items left in the property; and, or
 - Cleaning the premises and/or clearing the tenant's garden if not left in a reasonable condition.
- (e) The tenant must ensure that the premises are safe and secure before the tenant leaves. This includes making sure that it is properly locked up before the tenant hands in the keys. All keys (including any copies) to the premises, outbuildings and access security doors must be delivered to the housing office by noon on the day the tenancy ends. If the keys are not delivered by noon on the day the tenancy ends, the tenant will continue to be responsible for paying the rent for the premises until the keys are returned.
- (f) If it is necessary for us to change the locks because keys are not returned we may charge the tenant for the cost of doing so.
- (g) The tenant is responsible for ensuring that all gas and electrical appliances are appropriately and safely disconnected and moved from the property. Gas appliances can only be disconnected by a gas safety registered workman.
- (h) Any possessions remaining within a property after termination of the tenancy will be assumed to be unwanted and will be disposed of; it is not the council's responsibility to store these for any period unless prior arrangement has been made in writing.
- (a) If the secure tenant dies the tenancy may be taken over certain qualifying persons. This process is called succession. It allows for a tenancy to be taken over and no new tenancy will be granted. The number of times that a tenancy can be succeeded is limited to one succession. Therefore the deceased tenant must not have succeeded to the tenancy.

The following people may qualify to succeed to a tenancy:

- A surviving joint tenant;
- A surviving spouse or civil partner provided they were living at the premises as their only or principal home at the time of the tenant's death; and, or
- A surviving partner provided they lived with the tenant for 12 months preceding the tenant's death.

8. Right to Repair

Secure tenants have the legal right to carry out certain qualifying repairs. Details of how to make enquiries about the 'right to repair' can be found in the accompanying residents' handbook.

9. Alterations, improvements and adaptations

9.1.1 Secure tenants must seek the council's permission before making alterations, or improvements to the premises. The council may impose conditions when giving permission for any alterations or improvements with which the tenant must comply.

9.1.2 The council accepts no liability or responsibility for maintaining any alteration or improvement that the tenant has made to the premises or for any problems caused to the rest of the premises by such alterations or improvements.

9.2 Adaptations for the disabled will be assessed in accordance with individual needs.

10. Lodgers and sub-letting

10.1 Secure tenants may take in lodgers as long as:

- The tenant notifies the tenant's housing officer; and
- The tenant ensures that by taking in a lodger the tenant does not allow the premises to become overcrowded.

10.2 The tenant must also notify the tenant's housing officer if the tenant's lodger moves out.

10.3 The tenant must not sub-let the whole of the premises but the tenant may sub-let part with the written consent of the council. Unauthorised or unlawful sub-letting is a breach of this tenancy agreement and will lead to the council taking legal action for possession.

11. Right to compensation

When the tenancy comes to an end the tenant has a legal right to be paid by the council for some types of home improvement work. This right applies only to certain improvements and more details can be found in the residents' handbook or by contacting the housing service.

12. Assignment

12.1 An assignment is where a tenant passes their tenancy, including responsibilities and liabilities of the assignor, on to someone else. Secure tenants can assign their tenancy in the following circumstances:

- to a person who would qualify as a successor if the tenant died;
- if the assignment is ordered by a court under matrimonial, children's or civil partnership law;
- To another social housing tenant by way of exchange.

13. Transfer by way of exchange

- 12.2 An assignment is only allowed with the written permission of the council.
- 13.1 Secure tenants can only exchange their tenancy with another social housing tenant with the written permission of the council. Permission will not be unreasonably withheld but will not be allowed if:
- there are rent, water rates or service charge arrears;
 - a court order has been served giving the council possession of the premises;
 - possession proceedings have been issued against the tenant on any of the grounds for possession set out in the Housing Act 1985 or a Notice of Seeking Possession has been served;
 - an injunction, an Anti-Social Behaviour Order (ASBO) or order for possession has been granted on grounds of nuisance;
 - the premises will be too large or unsuitable for the household moving in;
 - the premises has been adapted for a physically disabled person and if the exchange is allowed to go ahead no-one moving into the premises needs the adaptations; and, or
 - The premises is one that is let to people with special needs and services to assist with those needs are provided near the property.
- 13.2 The council may refuse a transfer by way of exchange request until the tenant has completed any repairs for which they are responsible. This will include any damage to the premises caused deliberately or carelessly by the tenant or any member of the tenant's household, a lodger, sub-tenant, child, visitor or pet. Transfers by way of exchange will not be allowed until any other tenancy issues have been rectified.

14. Right to Buy

- 14.1 Secure tenants may qualify to buy their premises subject to certain conditions and limitations. For further information the tenant should speak to the tenant's housing officer.
- 14.2 If the tenant or a person living in or visiting the premises has engaged in or threatened to engage in anti-social behaviour the council can seek an order from the court to suspend the tenant's right to buy the premises for a specified period.

This document can be made available on audio tape, braille or in large print, and is also available on the website where it can easily be viewed in large print.

Tenancy Agreement

If you would like assistance with the translation of the information in this document, please ask an English speaking person to request this by calling 01753 475111.

यदि आप इस दस्तावेज़ में दी गई जानकारी के अनुवाद कए जाने की सहायता चाहते हैं तो कृपया किसी अंग्रेजी भाषी व्यक्ति से यह अनुरोध करने के लए 01753 475111 पर बात करके कहें.

ਜੇ ਤੁਸੀਂ ਇਸ ਦਸਤਾਵੇਜ਼ ਵਿਚਲੀ ਜਾਣਕਾਰੀ ਦਾ ਅਨੁਵਾਦ ਕਰਨ ਲਈ ਸਹਾਇਤਾ ਚਾਹੁੰਦੇ ਹੋ, ਤਾਂ ਕਿਸੇ ਅੰਗਰੇਜ਼ੀ ਬੋਲਣ ਵਾਲੇ ਵਿਅਕਤੀ ਨੂੰ 01753 475111 ਉੱਤੇ ਕਾਲ ਕਰਕੇ ਇਸ ਬਾਰੇ ਬੇਨਤੀ ਕਰਨ ਲਈ ਕਹੋ।

Aby uzyskać pomoc odnośnie tłumaczenia instrukcji zawartych w niniejszym dokumencie, należy zwrócić się do osoby mówiącej po angielsku, aby zadzwoniła w tej sprawie pod numer 01753 475111.

Haddii aad doonayso caawinaad ah in lagu turjibaano warbixinta dukumeentigaan ku qoran, fadlan weydiiso in qof ku hadla Inriis uu ku Waco 01753 475111 si uu kugu codsado.

اگر آپ کو اس دستاویز میں دی گئی معلومات کے ترجمے کے سلسلے میں مدد چاہئے تو، براہ کرم ایک انگریزی بولنے والے شخص سے 01753 475111 پر کال کر کے اس کی درخواست کرنے کے لئے کہیں۔