

# **NEW TENANTS' TENANCY AGREEMENT**

**(i.e. Assured Shorthold 'Starter' Tenancy and Assured Tenancy Agreement Combined – not to be used for temporary or homeless non-permanent accommodation)**

**NAME OF LANDLORD: Keelman Homes Limited**

In this agreement we will call ourselves either 'we', 'us', 'our' or 'the Landlord'.

**ADDRESS: Gateshead Civic Centre, Regent Street, Gateshead, NE8 1JN**

**FULL NAME OF TENANT(S) AND HIS/HER NATIONAL INSURANCE NUMBER:**

In this agreement we will call you the tenant, whether or not you hold the tenancy on your own or you hold the tenancy jointly with another, as 'you' or 'your'.

**ADDRESS OF TENANT(S) RENTED IN THIS AGREEMENT:**

In this agreement we will call the property you are renting from us 'the property' or 'your home'.

**TENANCY START DATE (\*delete as appropriate):**

Either

\* This is an assured non-shorthold tenancy (called an 'Assured Tenancy' in this tenancy agreement) which begins on (the 'Start Date') and will be for an initial term of one week continuing weekly thereafter. It can be demoted to an assured shorthold tenancy at any time by a court order if we apply for an order to demote it.

Or

\*This is a weekly assured shorthold tenancy (called a 'Starter Tenancy' in this tenancy agreement) and begins on (the 'New Starter Date'). The Starter Tenancy will automatically convert to an Assured Tenancy on (the twelve month anniversary of the New Starter Date) EXCEPT where:

- Proceedings for possession have begun against you; or
- We have served a Notice under Section 21 of the Housing Act 1988 that we require possession and we issue proceedings for possession within two months of the expiry of the notice.

Where proceedings for possession have begun or a Notice under Section 21 of the Housing Act 1988 has been served your tenancy will continue as a Starter Tenancy until either:

- Two months from the expiry of the Notice under Section 21 of the Housing act 1988 (if no proceedings are issued within that time); or
- The day after any proceedings are determined (that is to say no possession order is made); or
- The tenancy is ended by a court order for possession.

**TERMS:**

In this tenancy agreement any references to 'this tenancy' applies to you and the tenancy whether it is a Starter Tenancy or an Assured Tenancy **except** where the provisions/terms are described as referring to a Starter Tenancy or an Assured Tenancy only.

**ABOUT THIS AGREEMENT:**

This tenancy agreement is a legally binding document between us. It sets out our rights and responsibilities as your landlord and your rights and responsibilities as a tenant, subject to clause 1.9 in Section One below.

**Although you are a tenant of Keelman Homes you will find that your property is managed by Gateshead Council, unless you are advised otherwise. All queries you have concerning the management, letting, arranging for repairs, the collection of your rent or any rent problems, any caretaking and concierge services, any neighbourhood problems or anything whatsoever to do with the terms of your tenancy whether it be a Starter Tenancy, an Assured Tenancy or a Demoted Tenancy should be directed to Gateshead Council.**

## **Different Formats**

On request, this tenancy agreement can be made available in large print, audio file or in a different language. You can also view it on the council website.

We recognise that a number of current and future tenants may not use English as their first language. We have access to a translation service that can help to explain the document in various community languages. Please contact us to request this facility before you sign for a tenancy.

**For more information**

Website: [www.gateshead.gov.uk](http://www.gateshead.gov.uk)  
Phone: 0191 433 5353

## SECTION ONE – TENANCY AGREEMENT

- 1.1 This is a tenancy agreement between the Landlord and you. This tenancy agreement is the document you sign when you become a tenant of the Landlord.
- 1.2 This agreement is a legally binding contract between you and the Landlord and records information such as your name, the date you become a tenant and the initial rent. Before you sign the tenancy you will be asked to provide proof of identification.
- 1.3 This agreement describes your rights and responsibilities as a tenant and the rights and responsibilities of your landlord.
- 1.4 Your responsibilities apply to you, your husband, wife, partner, civil partner, friends, relatives and any other person living in or visiting your home, including children. Your tenant neighbours have exactly the same rights and responsibilities as you.
- 1.5 The people who can live in your home are those you told us about when you applied for the property. Before anyone else comes to live with you for more than four weeks, you must get our permission. You must also tell us if there are any additions to your household such as a baby or adopted/fostered children.
- 1.6 If there is anything you do not understand, you should contact Gateshead Council. You can also get advice from the local council's Housing Services, Housing Advice Centre, Law Centre, Citizen's Advice Bureau or solicitor.
- 1.7 If you sign this agreement you will become either an Assured Tenant or a Starter Tenant under an Assured Shorthold Tenancy and you must comply with the conditions of the tenancy. A Starter Tenancy usually lasts for 12 months, after which you will normally become an Assured Tenant. An Assured Tenancy is usually given to those people who have already been a Starter Tenant for over 12 months. We will tell you which type of tenancy you have been offered and this will be indicated on the page you sign.
- 1.8 If we want to make any changes to your tenancy agreement (other than increasing the rent or other payments) we will consult with you. You will be given four weeks written notice of any intended changes.
- 1.9 This tenancy agreement can be amended, varied, replaced or altered by consultation or by laws passed by Parliament in the future.
- 1.10 You are in breach of your tenancy agreement if you, or someone acting on your behalf knowingly makes a false statement or gives incorrect information which leads to the granting of this tenancy or any written consent required under the terms of this tenancy.

## SECTION TWO – RIGHTS OF BOTH ASSURED TENANTS AND STARTER TENANTS

2.1 You have the right to live in your home without interruption or interference from us, as long as you, those living with you or visiting your home comply with the conditions and terms of this tenancy and have respect for the rights of others. However:

- We may have the right to enter your property in certain circumstances as explained later on in this agreement, or
- You are a Starter Tenant or Assured Tenant as long as your home is your only or principal home you will remain a Starter Tenant or an Assured Tenant. We can only end the tenancy by obtaining a court order for possession as explained in this agreement and as set out in the Notice which may be served on you, if any. BUT if you stop living in your home as your only or principal home then at that point your tenancy may stop being a Starter Tenancy or Assured Tenancy and we may end your tenancy by giving you four weeks notice in writing and obtaining a court order for possession, unless you have abandoned your property or surrendered your home in which case we do not need to obtain a court order or serve four weeks notice on you.

If any of the conditions or terms of this agreement are broken we may apply to the court to end your tenancy.

If any of the conditions are broken, we may apply to the court to end your tenancy.

2.2 If you die your husband, wife, partner or civil partner may be entitled to the tenancy if they are living at your home at the time of your death but this will depend on whether your tenancy is a Starter Tenancy or an Assured Tenancy and whether you are already a successor. This is called 'succession'. If your home passes to another member of your family (other than spouse) when you die, we will usually let them stay in the home. However, if the property is larger than is reasonably required we may take steps to move them to another suitable home, either with their agreement or by following the legal procedure for doing so. The tenancy can pass to a relative, as long as they have been living with you continuously for at least 12 months, immediately before your death. **By law, only one succession can take place.** If the tenancy is a joint tenancy, only one other joint tenant still living in the property after you die has the right to succeed to the tenancy.

If you are living in a property and the property has been adapted for occupation by a physically disabled person or it is the practice of the landlord to let the property to persons with special needs (and there is no longer such a person living in the property) then we may take steps to move you to another suitable home, either with your agreement or by following the legal procedure for doing so.

2.2.1 You are a successor if:

- You were a joint tenant and have become the sole tenant;
- You gained this tenancy as a result of an exchange of tenancies and you were a successor under your original tenancy

- You gained this tenancy as a result of a court order relating to matrimonial proceedings and your spouse was a successor;
- You gained this tenancy by a right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant; or
- You gained this tenancy by the tenancy being assigned to you during the lifetime of the previous tenant on the basis that you were a person who would have qualified to succeed to the tenancy on the death of the previous tenant if they had died.

2.2.2 The successor or potential successor(s) must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made on succession to an Assured Tenancy.

2.2.3 Whether or not there has already been a succession to this tenancy, we will consider sympathetically those cases where the surviving person has been living with the deceased tenant or has special needs. Any request made under this clause will always be subject to our current allocations policy.

#### **2.2.4 Right of Succession – Starter Tenants**

2.2.4.1 If you are joint tenants, the surviving joint tenant may take over your New Tenants' Agreement as a sole tenant on condition that they occupied the home as their only or principal home at the time of your death.

2.2.4.2

(i) On your death your spouse or partner (including same sex partner) has the right to take over your New Tenants' Agreement on condition that they occupied your home as their only or principal home at the time of your death. The successor will take over the existing New Tenants' Agreement in their sole name.

(ii) This right will not be available if you are already a successor (defined above).

2.2.4.3 If there is more than one person entitled to succeed as your spouse they will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide who will succeed to the tenancy.

2.2.4.5 The successor must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made

#### **2.2.5 Right of Succession – Assured Tenants**

2.2.5.1 If you are joint tenants, the surviving joint tenant will take over the Assured tenancy as a sole tenant on condition that they occupied your home as their only or principal home at the time of your death. There are no further statutory rights of succession after this.

2.2.5.2 If you are a sole Assured Tenant and as long as you are not a successor (as defined above), the following persons have a right to succeed to this tenancy:

(i) your spouse or a person living with you as your husband or wife (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death;

(ii) if you have no surviving spouse or partner, a member of your family (as defined below) may succeed as long as:-

- they occupied your home as their only or principal home; and
- they lived with you throughout the period of 12 months ending with your death.

2.2.5.3 If a member of your family succeeds to your Assured Tenancy and this results in your home being underoccupied or unsuitable (for example, special adaptations installed but would no longer be required) we will offer that person alternative accommodation. We may apply for a court order under Ground 7 of Schedule 2 of the Housing Act 1988 in these circumstances.

2.2.5.4

(i) If there is more than one person entitled to succeed as your spouse they will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide who will succeed to the tenancy;

(ii) If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim and we will decide to whom we will offer the tenancy. When we have decided we will tell everyone involved the person to whom we will offer the tenancy.

2.3 You have the right to have certain repairs completed on time. Timescales for completion of repairs are available. In some cases you have a legal 'right to repair'. You may be able to get compensation if certain repairs are not done on time. Telephone Home Repairs on freephone: **0800 408 6008** for more information.

2.4 You have a right to information. If you ask, we must give you a current summary of the rules on the landlord's lettings policy. You can also ask for a copy of the full lettings policy. This is also available on Gateshead Council's website. If you ask, we must give you a copy of the details you have given us about yourself and your family in your application for a tenancy or transfer. You have a right to add your own comments to these details.

2.5 You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer our properties, or changes to do with services or facilities for tenants of the landlord. It does not include rent or any other charges which come under a different set of procedures.

## SECTION THREE – ASSURED TENANTS

3.1 If during your tenancy you break any of the tenancy conditions we may take action to end your tenancy.

3.2 If you, a member of your household or a visitor behaves or threatens to behave in a way which is capable of causing nuisance or annoyance or includes using the premises for unlawful purposes, we may apply to the court to bring your tenancy to an end by Demotion Order under Section 6A of the Housing Act 1988. Upon granting of the order, the tenancy is replaced with an Assured Shorthold Tenancy which is a less secure form of tenancy and which lasts for a period of at least one year. You will lose a number of the rights enjoyed under an Assured Tenancy, which includes removing the right to acquire your home and the right to exchange. Where we apply for a Demotion Order we will give you two week's notice in writing unless it is an extreme case. In extreme cases we may apply to the court to ask for permission to dispense with any notice before we commence court proceedings. If we believe a Demotion Order is necessary we will give you full details of why a Demotion order is being or has been sought together with details of your right to appeal. If a Demotion Order is granted then we will give you written details of the terms and conditions of the demoted tenancy.

3.3 You do have the right to acquire your home under the Housing Act 1996 if you are an Assured Tenant and this is your only home although this is subject to certain exemptions under the housing legislation and we may refuse you the right even if you have been a tenant for the necessary required qualifying period for a number of reasons including, for example, if you are an undischarged bankrupt. The qualifying period is three years for tenancies that started before 18 January 2005 and five years for those starting on or after that date (the number of years does not need to be continuous). The right to acquire can be suspended on grounds of anti-social behaviour. It can also be suspended and ended where a home is scheduled for demolition or within a planned regeneration area.

3.4 You have the right to improve or alter your home but you must get our written agreement before carrying out any improvement or alteration works. Permission will not be refused unless there is a good reason but it may be made subject to certain conditions, including the condition, if we as the landlord so require, that the property is returned to its original condition (at your expense) when you leave the property. You may also need planning and building regulation approval for any work you do and you must obtain this before any works of improvement or alteration are carried out. If you do not comply with all our conditions and any necessary planning permissions or building consents which may be required then we may treat this as a breach of your tenancy agreement and we may also require you to pay for all and any work we have to do to the property in order to remove or rectify the work you have done or to bring it up to any necessary standards or to put right any problem you may have caused as a result of carrying out the improvement or alteration.

3.5 If you received our written permission for improvements you have undertaken to your home, you may be entitled to compensation when you move

out. The improvements you have carried out will not increase your rent, or the purchase price of your home, if you decide to buy it under the right to acquire.

3.6 You may have the right to exchange your home with another assured tenant of the Landlord, or of another registered social landlord, or the secure tenant of a Council or a New Town. You must get our written permission before you exchange. An exchange may be refused if you, or the person you want to exchange with, do not meet certain conditions.

3.6.1 If we grant permission you will need to sign and complete a formal Deed of Assignment by using an independent solicitor who must send us a copy of the completed Deed of Assignment and register the document at the Land Registry. Any exchange carried out without our written permission, a Deed of Assignment or proper registration at the Land Registry will be in breach of this tenancy agreement and will be unlawful.

3.6.2 You have the right to be registered with HOMES XCHANGE or HOMECHOICE.

3.7 You may have the right to assign your tenancy to your spouse/partner/civil partner or to another member of the household who has been living in the property for the preceding 12 months at the time of the assignment. An assignment can only occur once. It is not possible to assign a tenancy if it has previously been assigned. You must get our written permission before doing so. Permission for Assignment by way of exchange will be withheld if proceedings have begun for possession or there is an order against you or someone who lives with you in relation to anti social behaviour.

3.8 You may be entitled to take in lodgers and sub-let part of your home as long as this does not cause overcrowding of the property. You must get our written permission before doing so and you must notify us in writing of the lodger's full name as soon as you can after they move in. This permission will not be unreasonably withheld. If you are in receipt of Housing Benefit you must also give the lodger's full details to the office which deals with your Housing Benefit application or the Benefit Office at the Civic Centre.



## SECTION FOUR – STARTER TENANTS

4.1 In almost all cases new tenants will be Starter Tenants. As a Starter Tenant you must comply with all obligations in this agreement.

4.2 A Starter Tenancy usually lasts for 12 months. A Starter Tenancy will automatically become an Assured Tenancy after 12 months, court proceedings for possession of your home have been started prior to your Starter Tenancy coming to an end or we have served you with a Notice under Section 21 of the Housing Act 1988 that we require possession and we issue possession proceedings within two months of the expiry of the notice.

4.3 If, during your Starter Tenancy, you break any of the tenancy conditions we may take action to end your tenancy.

4.4 As a Starter Tenant you are not allowed to:

- apply for the right to acquire your home (although if you become an Assured Tenant in the future then the time you spend as a tenant under a Starter Tenancy will count towards any discount allowed under the right to acquire in future applications);
- sub-let part of your home.
- exchange your home with another tenant;
- carry out improvements to your home;
- claim compensation for improvements; or
- take in lodgers.

4.5 A Starter Tenancy is not capable of being assigned unless it is to carry out an Order of the Court or it is to a person who would be qualified to succeed to your tenancy if you died immediately before the assignment.

4.6 Starter Tenants do have the right to one statutory succession for a husband, wife, partner, civil partner or other family members upon the death of the tenant.

4.7 Any successor to the tenancy will become a Starter Tenant for the remaining time left on the original tenancy.

4.8 Starter Tenants have the right to information and consultation (see Section Two).

4.9 If in doubt about your rights or responsibilities please ask us.

## SECTION FIVE – OUR RESPONSIBILITIES

5.1 Gateshead Council, as our managing agents, are your first point of contact if you have any problems with your tenancy. If it is not resolved we have a complaints procedure. If you feel that we have broken this agreement, you may complain to us. You can also complain to the Tenant Services Authority if you believe we have not acted according to their regulations in respect of Regulated Social Landlords or the Independent Housing Ombudsman. You can obtain independent advice from a Citizens Advice Bureau, Law Centre or from a solicitor. See Notes for contact details.

5.2 You will be given at least one month written notice before any changes to your rent or other payments are made. We can (in accordance with Sections 13 and 14 of the Housing Act 1988) change your rent if we give you at least one months notice in writing of the change. The amount of the change will take in any government guidance on social housing rents or any replacement guidance for registered social landlords. The rent will not be changed within 52 weeks of the last change. You must pay the full amount shown in the notice unless either both we and you agree to an alternative figure or you ask a Rent Assessment Committee to set a rent for you. This rent will be the most we can charge from the date specified in the notice unless we and you agree otherwise.

5.3.1 If you pay service charges for services you receive we will set out in advance in a written notice, before it takes effect, a note of the increase and we will send you a schedule showing you the full details of the services. Upon the date notified by us to you of the date from which the increase will take effect you will pay this increased estimated sum. This increased estimated sum is the amount we estimate we are likely to spend in providing those services listed in the schedule to you over the coming year.

5.3.2 At the same time we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your Service Charge for the coming year. If we have undercharged you, we will increase your new Service Charge.

5.3.3 If you are required to pay a service charge for the first time, we will give you at least one month's notice in writing of the service charge amount after we have consulted you about the introduction of the service.

5.3.4 Each year when you receive your Service Charge Schedule, you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We will make a reasonable charge to cover the cost of any copying.

5.3.5 We can only make reasonable Service Charges and the services or work we do must be of a reasonable standard. If you believe that your Service Charge is unreasonable (in terms of amount charged or standard of work) you can apply to the Rent Assessment Committee for a decision as to what is reasonable..

- 5.3.6 We will not increase your Services Charges more than once a year after the First Service Charge Increase without your prior consent.
- 5.3.7 We may establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the Service Charge account in the foreseeable future.
- 5.3.8 We may, after consulting with you and all other affected tenants, increase, add, alter, vary, reduce or remove any service(s) for which you pay a Service Charge. We will act reasonably and will take account of tenants' views and any guidance issued by the Tenant Services Authority. Following consultation, any changes proposed will only take effect after we have served one month's notice setting out the changes and the date from which they will take effect (a "Notice of Variation"). The Notice of Variation will also set out any revised Service Charge or new service as a result.
- 5.4.1 If you receive Supporting People Services we will increase the Supporting People Service Charge at the same time as your Rent and Service Charges by giving you one month's written notice in advance.
- 5.4.2 The annual increase (if any) to the Supporting People Charge will be guided by the levels set by the Supporting People Administering Authority.
- 5.5.1 Where the Administering Authority for the Supporting People Grant have carried out an independent review of the Supporting People Services provided by us and decide that they will no longer make payments of the Supporting People Grant to us we may, after consulting with you, cease to provide the Supporting People Services ourselves. We will take every reasonable step to ensure a smooth transition to enable the alternative external provider to continue to provide the Supporting People Housing Services you currently receive (where applicable). You will be required to enter into a Supported Housing Services Agreement with the new provider.
- 5.5.2 Where you occupy sheltered housing and/or receive mobile warden services and have a separate agreement for services from someone other than us, this Tenancy Agreement has been granted to you to enable you or a member of your household to receive housing related support services. Full details of the level and extent of support services and your obligations (including if applicable, any obligation to pay for it) are set out in the separate agreement with the external service provider (referred to in this tenancy agreement as the Supported Housing Services Agreement). The provision of the service set out in the Supported Housing Services Agreement is fundamental to this Tenancy. If the person receiving such services withdraws from or breaches the Supported Housing Services Agreement we may take steps to end this Tenancy on the basis that this is a breach of a tenancy condition.
- 5.6 The structure of your home is insured but we will not insure the contents of your home and we strongly advise that you take out your own contents insurance as these items are your responsibility.

5.7 We will arrange to repair the structure and exterior of your home and the building of which your home may form part. This includes:

- Drains, gutters and external pipes
- The roof, outside walls, outside doors, window sills, window catches, sash cords and window frames (including necessary external painting and decorating)
- Internal walls, floors (excluding floor coverings), ceilings, doors, door frames, door hinges and skirting boards
- Chimneys, chimney stacks and flues
- Main entrance path
- Plasterwork
- Integral garages, car ports and bin stores

5.8 We will arrange repair and keep in proper working order any installations within your home for space heating, water heating and sanitation; and for the supply of water, gas and electricity. This includes:

- Basins, sinks, baths, toilets, flushing systems and waste pipes (but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity unless we supply it as part of your tenancy)
- Electric wiring including sockets, switches and light fittings (excluding bulbs)
- Gas pipes, water pipes, water heaters, fitted fires and central heating installations

5.9 If you apply to buy your home under the right to acquire provisions we will continue to arrange these repairs until you have bought your home, but will not carry out any improvements.

5.10 We will arrange the maintenance and repair of any shared areas around your home.

5.11 We will keep in repair any furniture we rent to you with the home.

5.12 We will give you help and advice if you tell us that you are the victim of antisocial behaviour.

5.13 If we decide to change the terms and conditions of this tenancy agreement, we must give you **28 days notice** before carrying out these changes. This gives you the opportunity to end the tenancy before the changes come into effect if you choose to do so.

**NOTES: If you feel that we do not meet our responsibilities as outlined within this tenancy agreement, you can:**

- make an appointment to speak to your housing officer;
- speak to the Tenant Services Authority; or
- use the complaints procedure by contacting us on:

Phone: 0191 433 5353

Email: [housingoffice@gateshead.gov.uk](mailto:housingoffice@gateshead.gov.uk)

(Leaflets are available from any Housing Office)

## SECTION SIX – RENT AND OTHER PAYMENTS

- 6.1 Your rent and other payments are due on Monday of each week and you must pay them on time. If you wish to pay your rent over longer periods – for example monthly or fortnightly – then you must pay your rent in advance.
- 6.2 Other payments may be included in the rent and, if they are, are due at the same time as your rent payments. These additional payments could include such payments as water rates, sewerage charges, service charges, tenant home insurance charges, or furniture charges although some may be optional payments. A breakdown of your rent will be given to you when you sign the tenancy agreement.
- 6.3 The rent year starts the first Monday in April. This may be a 52 or 53 week year. No refund of rent is given in respect of any ‘non collecting weeks’. If you have rent arrears you are required to continue with your rent payments on any ‘non collecting weeks’. (See definition of ‘non collecting weeks’ in Section Thirteen - Definitions).
- 6.4 If this is a **joint tenancy** each tenant is equally responsible for the payment of the whole of the rent and any other payments due.
- 6.5 If you receive Housing Benefit you must tell the housing benefit section at your local council immediately of any change of circumstances that may affect your entitlement to it.
- 6.6 We may change your rent at any time. We will write to you prior to the change by serving on you a notice in a prescribed form. This notice will propose the new rent which cannot start until at least one month after the notice has been served on you. We will still change your rent even if you do not receive this notice although if you do not agree the new rent you do have the option to discuss this with Gateshead Council or to refer the matter to your local rent assessment committee. Details of this and your rights will be detailed in full on the notice we serve on you. Each change to your rent must be no less than one year after the date your rent was previously changed. The changes are usually made in April each year.
- 6.7 When your tenancy ends you must immediately pay any rent, other payments or costs which you owe relating to this tenancy.
- 6.8 We may deduct any money you owe us from any money we owe you.
- 6.9 You must contact us if you are having any difficulties paying your rent or any other payments. We can provide advice and practical assistance in more serious cases.
- 6.10 If you do not pay your rent or other associated charges, we may go to court and ask for you to be evicted from your home. The court may order you to pay our costs.

6.11 We have the right to charge you for any new service provided to your home. The cost will be charged as part of your rent, or separately. We will write to you prior to the change.

**NOTE: There are a number of different rent payment methods available.**

## **RENT AND BENEFITS**

There are several convenient ways to pay your rent, including Direct Debit or Standing Order. Visit Gateshead Council's website for more information.

If you claim Housing Benefit, it is your responsibility to make the claim with the council and provide the necessary documents and proof of identity within the timescales required.

If you claim Universal Credit, it is your responsibility to update your online journal with your housing costs and to make sure these are included as part of your claim. If you claim Housing Benefit or Universal Credit, you must also report any change of circumstances immediately as they could affect your claim. This includes any changes to service charges that may be part of your rent.

You may lose your entitlement to receive Housing Benefit or Universal Credit if you don't move into the home at the start of your tenancy. In those circumstances you will still be charged the full rent.

If you allow a friend or family member to use your address as a correspondence address, this could affect your Housing Benefit or Universal Credit housing costs. It could mean they stop entirely.

If you claim either Housing Benefit or Universal Credit Housing Costs and plan to go on holiday, please advise the benefit section or the DWP as otherwise, your benefit entitlement could stop for the period you are away.

If you have rent arrears and move away from your tenancy, including if you are evicted, you will not normally be entitled to another property until you pay the amount that is owed.

## SECTION SEVEN – REPAIRS AND MAINTENANCE

7.1 You must take proper care of your home and report any faults or damage immediately. If arrangements have been made to visit your home to carry out a repair you must keep the appointment. Under your tenancy agreement you have the right to carry out improvements to your home, such as fitting a new bathroom suite, replacing kitchen units or building a new fireplace. Before carrying out any improvements or alterations to your property, you must ask for permission (which, if granted, will be given in writing). There is no charge for seeking this permission and it will not be unreasonably withheld but certain conditions may be imposed. Prior to undertaking any work you are responsible for getting planning and building regulations approval that is required. You are also responsible for any costs involved with this work. We will have the right to inspect any work that you have done. If permission is refused you will be advised why.

7.2 You will usually be responsible for repairing and maintaining all improvements, fixtures and fittings you have installed at the home. Advice will be given when you ask for permission to do the work. If you take the installations with you when you move, you must put the property back to the way it was before you improved it. If you don't, you will be charged for the work.

7.3 You must obtain our written permission before you carry out any gas or electrical work at your home. There is no charge for seeking this permission. Any gas or electrical work must be carried out by a qualified and competent contractor.

7.4 You must give reasonable access to your home to enable repairs, improvements, servicing or inspections to be carried out. Legal action may be taken if you unreasonably refuse access into your home for these purposes.

7.5 At least 24 hours notice will be given if your home needs to be inspected. In the case of an emergency, immediate access will usually be needed. Forced entry into to your home may be necessary but this is only to prevent damage to property or risk of injury to any person.

7.6 You must allow access to your home for an annual gas service to be carried out. This is a health and safety requirement (see notes).

7.7 You will be charged for the cost of repairing any damage caused to the home by either you, anyone living with you, or visiting your home.

7.8 You are responsible for carrying out minor repairs necessary to keep the home in a tenant like manner.

7.9 You are responsible for plumbing in washing machines and dishwashers. You must repair any damage caused to the pipe-work at your home.

7.10 If you do not carry out the required repair as outlined in 7.8 and 7.9 we will carry out the repair and recover the costs from you.

- 7.11 You are responsible for decorating the inside of your home and keeping it decorated at all times.
- 7.12 You must not artex walls or ceilings or fix polystyrene tiles to ceilings or walls.
- 7.13 You must not decorate the outside of your home unless you have our written permission. There is no charge for seeking this permission.
- 7.14 You are responsible for repairs that are necessary because you did not report another associated repair to us.
- 7.15 You must allow the Fire Service access to your home to carry out a home fire risk assessment.

### **GAS SAFETY**

**Inadequate heating, blocks or leaks in the flue and lack of adequate ventilation can cause carbon monoxide poisoning. Our gas services make sure that your home is safe for you.**

**It is important that we are allowed access to carry out this essential inspection.**



# SECTION EIGHT – LIVING IN YOUR HOME

## Your responsibilities – general

8.1 You must use this home as your main home.

8.2 You can keep your home for as long as you want unless there is a legal reason why we can take it back. Your home can only be taken back with the approval of the Court on the following grounds:

- You break any of the conditions in this agreement
- We built or adapted the property for a physically disabled person and you do not need that type of home
- We need the property for someone else with special needs.
- We need to carry out redevelopment or major repairs to the property which we cannot do unless you move out.
- There is any other reason under the Housing Act 1985, 1996, 2004 or any other law relevant to the use of the property

8.3 If tenancy enforcement action is taken against you due to a breach in your tenancy agreement, this could lead not only to the loss of your home but may also exclude you from obtaining council accommodation in the future.

8.4 If tenancy enforcement action is taken against you due to anti-social behaviour, this may lead to your assured tenancy being demoted to an assured shorthold tenancy by the Court. This would reduce your rights as a tenant. See Sections Two and Three.

8.5 If you break any condition in this agreement we may take legal action against you, for example by obtaining a possession order, injunction, demotion order, an order suspending the right to acquire of your home or by extending your assured shorthold tenancy.

8.6 We can repossess your home if you have given false information to get the tenancy and/or if someone has given us false information on your behalf to get the tenancy.

8.7 You may be liable for our legal costs if action is taken to repossess your property or an injunction, demotion order, or an order suspending your right to acquire is made against you.

8.8 If you intend to leave your home for more than 28 days you must make sure that your home will be looked after and secure while you are away and provide us with your contact details or of someone else in the local area who can deal with any emergency on your behalf. You must ensure your rent will be paid while you are away.

8.9 You must not run a business or trade from your home without first obtaining our written permission. Permission will not be unreasonably withheld. There is no charge for this permission.

8.10 Any furniture, appliances, carpets or curtains provided with your tenancy are part of your home. You must keep these in good condition and must not damage or remove them otherwise you will be charged for any repairs or replacement.

8.11 You must not do anything in the home that may cause a danger to anyone in the home or in the local area.

8.12 You must not throw anything through or out of the windows of your home or from balconies or roofs.

8.13 You must not place anything on a window ledge, balcony or roof that could be a danger to anyone living in or visiting your home or local area.

8.14 You are responsible for insuring your home contents. We are not responsible for loss or damage to your possessions.

**NOTE: Gateshead Council offers a home contents insurance scheme.**

### **Decoration and hygiene**

8.15 You must keep your home neat, tidy and clean.

8.16 You must dispose of your rubbish properly in line with the local council's requirements otherwise you may be charged for any clearances required. This includes any bulky or unusual items.

8.17 You must report to the local council the presence in your home of rats, cockroaches, other vermin or pests.

8.18 You must not leave syringes and other sharp items in areas where people in the local area may come into contact with them. You must dispose of used syringes safely.

### **Gardens**

8.19 You must keep any grass, lawns and hedges at your home neat and tidy. If your garden is open plan you must maintain the open nature of the garden to the same standard as it was when your tenancy commenced, you must not erect any fencing, trees or other enclosure.

8.20 You must keep your garden tidy and free from rubbish and debris otherwise you may be charged for clearances including a garden tidy up. We will advise you of the costs before undertaking the work.

8.21 You must obtain our written permission before you put up or take down any fence or wall. There is no charge for seeking this permission. You will be informed if

the improvement will become the landlord's property when you move out. If you dismantle the fence or wall when you move, you must put the property back to the way it was before you improved it. If you don't, we will charge for the work.

8.22 You must not put a greenhouse, garage, shed, pigeon crees, aviaries, or any structure designed to house animals at your home without getting our written permission.

8.23 You must not plant large types of trees without our written permission.

8.24 You must keep all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.

8.25 You must maintain any box hedge to the front of your property. You must not allow any other hedges to overhang pavements, roads or your neighbour's gardens.

8.26 You must not attach any barbed wire, broken glass or other material to your home that may cause personal injury.

**NOTE: If you cannot look after your garden due to your age or disability, you should contact Gateshead Council for further details about their gardening scheme.**

**If you live in Gateshead you can arrange a bulky waste collection by phoning 0191 433 7000 or by going online and submitting your request to [www.gateshead.gov.uk](http://www.gateshead.gov.uk), letting them know if you need help putting your items out for collection because of your age/disability.**

**If you live in a multi-storey block, bulky waste collections can only be made from the ground floor - if you don't live on the ground floor contact Gateshead Council's Multi-Storey Team on 0191 433 5414.**

### **Shared areas**

8.27 You must keep any shared areas free from obstruction. You must co-operate with us to keep any shared areas clean and tidy.

8.28 You must co-operate fully with any measures we take to protect the security of your home and you must keep all shared doors closed.

### **Pets and animals**

8.29 If your home has a shared entrance you must not keep cats or dogs (except for a registered guide dog, disability dog or hearing dog).

8.30 You may keep domestic pets, such as one dog, one cat, caged birds; fish or small mammals in your house or bungalow, if they are well cared for and kept under proper control. You must obtain our written permission before keeping any other animal.

8.31 Your animals must not cause a nuisance, annoyance or concern to anyone in the local area including any employee or agent of Gateshead Council.

8.32 You must ensure your dog does not foul in any area of the property or in the local area. You must remove any fouling from your home or the local area and dispose of it properly.

8.33 You must not breed any animals or birds at your home, build a pigeon cove or aviary without obtaining our written permission.

8.34 You must not keep livestock, such as horses, donkeys, goats, pigs, cattle, ducks, and geese at the property. Any animals that you are allowed to keep at the property are permitted provided they do not cause a nuisance or breach any laws particularly those concerning health and safety, animal welfare and environmental legislation.

**NOTE: Unsuitable animals include the following, but are not limited to: all wild animals, all poisonous insects and spiders; all poisonous and venomous snakes or fish, all large reptiles.**

**You may ask us for written permission to keep more than one dog or cat, or other animal.**

### **Vehicles and access**

8.35 You can only park a vehicle within the boundaries of your home if there is a garage, driveway or car hard standing and there is an appropriate dropped kerb entrance.

8.36 You must obtain our written permission before building a garage, car hard standing or driveway. There may be a charge for any associated planning and building regulation applications.

You or any one living with you, or visiting your home **must not**:

8.37 Carry out major repairs, to any vehicle within the boundaries of your home, on the highway or in any other public or shared area.

8.38 Receive any type of payment for repairing any vehicle at the home. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that you own the vehicle.

8.39 Obstruct access to any other home by parking inconsiderately.

8.40 Keep vehicles e.g. motorbikes inside the dwelling or in the shared areas except the keeping of a pedal bike inside the property. Battery powered scooters used by the elderly or disabled are exempt as long as they do not cause an obstruction.

8.41 Park or drive a vehicle on any open plan area, footpath or grass verge.

8.42 Park any motor-home, caravan, boat or business vehicle, other than a small van, at your home or on any other land owned by the landlord or the local council without our prior written agreement.

### **Services**

8.43 You, anyone living with you or visiting you must not tamper with the supply of gas, electricity or water, any other services, meters, smoke detectors or any warden call equipment that has been installed in your home. You will be charged for any damage caused.

### **Combustible materials**

8.44 You, anyone living with you or visiting you must not interfere with any equipment for detecting or putting out fires in the home or in communal areas.

#### **NOTE:**

- **Always ask for ID from any caller to your home before you let them in.**
- **If you discover a fire:**
  - **raise the alarm to warn people in your home**
  - **leave the home, closing all doors and windows behind if it is safe to do so**
  - **call the Fire Brigade on 999**

#### **REMEMBER**

- **Get Out**
- **Stay Out**
- **Call the Fire Brigade**

#### **General safety advice:**

- Check your smoke alarm regularly.
- Chip pans are the main cause of house fires if left unattended. Caution is advised when using chips pans and deep fat fryers.
- Take care when using candles in the home - do not leave them unattended. Place them on fire retardant surfaces away from flammable material.
- Always keep matches and lighters out of children's reach.

## SECTION NINE – FURNITURE

We may rent furniture to you with the home. The furniture we rent to you is listed at the back of the tenancy agreement.

- 9.1 You, your family or anyone visiting your home, must not do the following:
- Sell, rent or give away any of the furniture
  - Deliberately damage or vandalise the furniture
  - Remove any of our furniture from the home without our written permission

If you do we may apply to the court to evict you and recharge you for any repairs or replacement.

9.2 You are responsible for repairing our furniture due to accidental damage that is caused by you, your family or visitors to your home. If you do not carry out the repair as required, we reserve the right to carry out the necessary repairs and recover the costs from you.

9.3 You must report to us immediately any repairs that need to be carried out to the furniture that was caused as a result of a fault or through fair wear and tear.

9.4 When you advise us that you intend to end your tenancy, we will arrange to inspect the furniture before you leave. We may charge you for broken or damaged items.

9.5 You must allow our employees and contractors to enter the home at reasonable times after we have given reasonable notice to inspect the furniture.

**NOTES: When you sign this Tenancy Agreement, we will rent you the furniture and give you a list showing which items you are renting. If we rent more furniture to you, we will ask you to sign a new furniture list. We recommend that you insure the furniture we rent to you on your household insurance. It is theft to sell, rent or give away our furniture. The Police will be informed in the event of such a theft.**

## SECTION TEN – LIVING IN YOUR COMMUNITY

10.1 You are responsible for the behaviour of every person (including children), living in, or visiting your home. You are responsible for them in your home, in shared areas and in the locality of your home.

10.2 You, anyone living with you or visiting your home must not do anything that causes or is likely to cause a nuisance or annoyance to any person residing, visiting or engaging in a lawful activity in the locality. For example anti-social behaviour includes but is not limited to the following:

- Shouting or persistent arguing
- Drug and alcohol abuse
- Playing music loudly or making other loud noise
- Banging or slamming doors
- Trespass into a neighbour's property
- Not looking after your garden
- Repairing vehicles
- Rubbish dumping, fly tipping or lighting fires
- Allowing rubbish to accumulate in or around your home
- Not keeping your pets under control/allowing your dog to bark
- Throwing things out of windows or off balconies
- Riding motorcycles, trial or quad bikes anywhere other than the public highway, or designated areas
- Playing ball games close to properties
- Being drunk and disorderly in public
- Skateboarding and cycling on footpaths and balconies
- Breaking shared security, for example allowing strangers to get into the building
- Writing graffiti
- Domestic violence
- Prostitution
- Dealing in pornography
- Urinating outside your home or your neighbour's home

**NB Domestic Violence includes – any incident of threatening behaviour or abuse (psychological, physical, sexual, financial or emotional) between adults who are or have been, intimate partners or family members, regardless of gender or sexuality.**

10.3 You, anyone living with you or visiting your home must not threaten violence, domestic violence or be violent towards anyone living in or visiting your home. This includes employees of Gateshead Council, Keelman Homes Limited or their partners, agents or councillors.

10.4 You, anyone living with you or visiting your home must not harass, threaten to harass, use or threaten violence or discriminate against any person because of their race, nationality, sexuality, gender, religion or belief, age or disability, neither must you encourage or allow any person to do so.

10.5 You must not use or allow your home to be used for criminal, illegal or immoral acts. In particular you must not use your home in connection with:

- Cultivating or manufacturing, selling or conspiring to sell, using, possessing and dealing in illegal drugs or substances.
- Unlicensed firearms or illegal weapons.
- Handling or storing stolen or counterfeit goods.

10.6 You, anyone living with you or visiting your home must not damage or threaten to damage property. For example by engaging in:

- Arson or attempted arson
- Interference with security and safety equipment
- Damaging shared areas or facilities
- Breaking windows or doors
- Writing graffiti
- Placing rubbish, paint or any other offensive substances on any part of a house or building.

10.7 You, anyone living with you or visiting your home must not be convicted of an indictable offence or any other offence which causes or is likely to cause a nuisance or annoyance to any person living, visiting or otherwise engaging in any unlawful activity within the local area, for example, theft, burglary, robbery, wounding or inflicting grievous bodily harm, possession or production of a controlled drug, with intent to supply etc.

10.8 You, anyone living with you or visiting your home must not run a business from your home which is likely to cause a nuisance or annoyance to others. For example (this list is not exhaustive):

- Car repair and maintenance.
- Printing.
- Any business where you would have to use noisy equipment such as hydraulic equipment, industrial sewing machines or controlled substances such as chemicals.

You must get our prior written permission to operate a business from your home. Permission will not be unreasonably withheld.

### **Consequences of anti-social behaviour**

10.9 We have powers available to help tackle anti-social behaviour. These include:

- Taking legal action against you for possession of your home, an antisocial behaviour order or an injunction. A possession order could result in you losing your home and not being able to get another home from the landlord or from the local council.
- Extending your Starter Tenancy if your conduct consists of or includes anti-social behaviour
- Demotion of your tenancy if your conduct consists of or includes anti-social behaviour. If this happens you will lose your right to acquire your home and the right to exchange. See 3.2 for more information.
- Refusing a request for a mutual exchange if your conduct consists of or includes anti-social behaviour.



- Suspending your right to acquire if your conduct consists of or includes antisocial behaviour.

A mediation service is available to tenants who are experiencing difficulties getting along with each other.

# SECTION ELEVEN – MOVING HOUSE

## Your responsibilities

11.1 If you want to end your tenancy you must give us at least four weeks written notice. If you do not give proper notice you will continue to be responsible for the rent and other payments.

11.2 You must return all keys and electronic fob keys (if provided) for the property to us, no later than 12 noon on the last day of your tenancy. You will be responsible for further rent if we do not receive your keys/fobs on time and for any damage caused if the house is left unsecured by you.

11.3 You must pay all rent and other charges up to the date your tenancy ends.

11.4 You must give us access to your home to allow us to carry out an inspection of your home after we receive your termination notice.

11.5 You must leave your home in a neat and tidy condition. You must make good any damage to your home before you move. If you do not do so, you will be responsible for any costs incurred in repairing the damage.

11.6 You must remove all of your possessions, animals, rubbish and private papers. If you do not do so, we will charge you for any removal and storage costs incurred and the cost of looking after any animal you leave in your home.

11.7 You must report all repairs that are needed at the home (before you leave) and replace or repair broken items that belong to us. If you do not, we will carry out the work and charge you for doing so.

11.8 A joint tenancy will end after four weeks written notice has been given by either tenant. At the end of the notice period your home must be vacated and the keys returned to Gateshead Council.  
(See notes on next page).

11.9 You must not allow any person to remain living in your home when your tenancy ends.

11.10 You must make sure all fittings and fixtures you have installed, and which you are leaving in the home, are in good working order.

11.11 You must make sure all furniture you rent from us is left at the home. If there is any damage to the furniture we will charge you for repair. If there is any furniture missing we may treat this as theft and report this to the police.

11.12 You must make sure all fittings and fixtures you have installed, and are removing from the home, are replaced with the existing fittings before you leave. If you do not we may carry out the work, and if so, will charge you for doing so.

11.13 You must remove any greenhouse(s), shed(s), kennel(s) etc., before leaving the home and must reinstate the land to our satisfaction. If you do not we may carry out the work, and will charge you for doing so.

11.14 If the tenancy ends because the tenant has died, the tenancy can be ended on the Monday following the death of the tenant if the home has been fully cleared of all furnishings, paperwork and effects. The tenant's representative can extend the tenancy for a week at no charge to clear out furniture. After that a weekly charge will be made which is the same rate as the weekly rent payable.

11.15 If you move out of the home without telling us, we will treat the home as abandoned. We are required to serve a 28 day Notice to Quit before ending the tenancy. You will be charged full rent for the 28 days. Your tenancy will then come to an end.

11.16 Abandoning the home, could mean that you may not be entitled to another home with us - for example, you have left with rent arrears or damaged the property.

11.17 We may store any furniture and belongings taken from the home, for a limited period or until you make arrangements to move them. We will charge you for this storage. We will try to contact you to arrange collection of the belongings. If we are unable to contact you, or if you do not collect the belongings, we may sell them and use any money we get towards any of your unpaid rent or other charges.

11.18 If you are a joint tenant the whole tenancy will end if you or the other joint tenant ends the tenancy.

11.19 We will ask you to allow us reasonable access to show potential tenants around your home during your notice period.

11.20 Your home may be advertised on Tyne and Wear Homes before you leave your home.

## **SECTION TWELVE – OFFICIAL COMMUNICATION**

### **Service of Notices**

12.1 Any Notice, including Notice to Quit, can be served on you by leaving it at your home or by sending it by post.

12.2 We will assume that you have received all letters and notices within 72 hours if we posted them, or within 24 hours if they were delivered by hand.

12.3 Any Notices should be sent to Gateshead Council or any other address that you may be notified to send your Notice to.

### **Requesting Written Permission**

12.4 You need the written permission from Gateshead Council to comply with some conditions in this agreement. Requests for written permission should be made in writing to Gateshead Council or by email: [housingoffice@gateshead.gov.uk](mailto:housingoffice@gateshead.gov.uk) (for further information contact your local housing office).

12.5 Even if we give our written permission, you may still need to get planning permission and comply with building regulations. We may withdraw our permission if a nuisance is caused, or if the alteration or addition becomes unsightly or a danger, or if the structure of the home is damaged.

**Permissions are not only to safeguard the home, but also to make sure that any work done could not injure you or any other person.**

## **SECTION THIRTEEN – COMPLAINTS**

If you feel that we do not meet our responsibilities as outlined within this tenancy agreement, you can:

- make an appointment to speak to your housing officer
- speak to your local Councillor
- use the complaints procedure by contacting Gateshead Council  
Phone: 0191 433 3000  
Online: [www.gateshead.gov.uk/contactus](http://www.gateshead.gov.uk/contactus)  
Write to the council at: Gateshead Council Civic Centre, Regent Street,  
Gateshead NE8 1HH
- Contact The Local Government Ombudsman (LGO) online: [www.lgo.org.u](http://www.lgo.org.u)

## SECTION FOURTEEN – DEFINITIONS

**Animal** - includes livestock, bird, insect, reptile, spider, fish or mammal

**Anti Social behaviour** - an act, or failure to do something which causes or is likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.

**Assignment** - a method for transferring your tenancy to someone else. The law does not allow you to assign your tenancy, except if you exchange your home with another housing association or council tenant. If there are legal proceedings in matrimonial cases, your tenancy can be assigned to your spouse, partner or civil partner following a court order. You can assign your tenancy to someone who would qualify to succeed to your tenancy (for 'succession') if you had died immediately before the assignment.

**Exchange** - to swap tenancies with another housing association or council tenant.

**Fixtures and Fittings** - for example, kitchen units and appliances, sanitary ware, plumbing, shower and heating systems, electrical circuits, sockets, switches, lamp holders, doors, locks, glazing, fitted wardrobes and shelves, fires and surrounds, aerials, sheds, conservatories and garages.

**Garden** - Lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards.

**Home** - the whole of the property let to you under this agreement, including the house, any garden, any garage within your garden but not including shared areas.

**Improvement** - Any alteration or addition to the home.

**Landlord** – Keelman Homes Limited.

**Lodger** - a person who pays you money to let them live in the home with you.

**Neighbour** - includes everyone living in the local area, including other tenants, people who own their own homes, and local businesses.

**Non-collecting weeks** - This is where the annual rent has been divided over fewer than 52 or 53 weeks, to give tenants "rent free weeks".

**Partner** - a person you live with as a husband or wife, or partners in a same sex relationship which has been registered as a civil partnership.

**Relative** - a parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative and adopted child.

**Rent** - payment made by a tenant for occupation of the home.

**Shared areas** - the parts of the building which all tenants or any other person can use, for example halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

**Sublet** - giving another person the right to live in part of your home with the agreement from Gateshead Council.

**Succession** - if you die your husband, wife, partner, civil partner or another member of your family may be entitled to the tenancy if they are living with you at the home at the time of your death. This is called 'succession'. If you don't have a husband, wife, partner or civil partner the tenancy can pass to a member of your family, as long as they have been living with you continuously for 12 months or more immediately before your death. By law, only one succession can take place. If the tenancy is a joint tenancy, only one other tenant still living in the home after you die has a right to succeed to the tenancy.

**Vehicle** - this includes, for example, car, motorbike, bike, moped, boat, caravan, van, minibike, quadbike, trailer, and mobility scooter.

**Visitor** - people not living with you but who come to see you at your home.

We, us, our, the Landlord - Keelman Homes Limited, their employees and agents acting on their behalf.

**Written Permission** - A letter from us giving you permission to do something.

**You** - the tenant, and in the case of joint tenants, any one or all of the joint tenants.

# SECTION FIFTEEN – TENANCY AGREEMENT FORM

The tenants:

- |    |                            |
|----|----------------------------|
| 1. | National Insurance Number: |
| 2. | National Insurance Number: |
| 3. | National Insurance Number: |

The address of the property rented in this agreement is:

.....  
.....  
.....

The weekly tenancy starts on: .....

It is Starter Tenancy until: .....

You will then become an Assured Tenant.

The number of keys to the property we will give to you is: .....

Your commencement weekly rent is made up of the following charges:

Rent: £

Heating: £

Furnishings: £

Concessionary TV Licence £

Communal Rooms: £

Care Call: £

Sheltered Scheme Services: £

Insurance: £

Water Rates: £

Concierge & Cleaning: £

Caretaking: £

Cleaning in low rise flats: £

Your rent also includes: £

to pay for the following extra services:

.....  
.....  
.....

**Your total starting rent: £**

**Your next rent increase will be on: Monday .....**

**April.....:.....**

(Your rent will increase on the first Monday in April of each year but the first increase will not take place within 12 months of the start of your tenancy)

Please read this agreement and sign below.

*The information I gave in the housing application form was and still is true.*

*I understand and agree to the conditions in this tenancy agreement.*

Tenants' signatures

1.....

Date:.....

2.....

Date:.....

3.....

Date:.....

Officer's signature.....

Date:.....



## SECTION SIXTEEN – FURNITURE LIST

Fully furnished .....  
Part furnished .....  
Carpets .....  
Curtains .....  
Fridge .....  
Cooker (electric / gas) .....  
Bed settee .....  
Two seater settee .....  
Three seater settee .....  
Armchair .....  
Coffee table .....  
Small dining table .....  
Two chairs .....  
Four chairs .....  
Double bed (including  
mattress and headboard) .....  
Double wardrobe .....  
Package A .....  
B .....  
C .....  
D .....  
Wardrobe: one .....  
two .....  
three .....  
Three drawer chest: one .....  
two .....  
three .....  
Single bed (including mattress & headboard)  
one .....  
two .....  
three .....  
Other .....  
.....  
.....  
.....  
.....

**I have received the furniture listed above**

Tenants' signatures

1.

Date:

2.

Date:

3.

Date:

Officer's signature

Date: