

# TENANCY AGREEMENT

[NAME OF COUNCIL]

This tenancy agreement sets out your rights and responsibilities as a tenant of [Name of Council]. The Council operates **two types of tenancies** – an *Introductory Tenancy* and a *Secure Tenancy*. If you have been granted an Introductory Tenancy, it will be indicated in Section 2 of this Agreement.

An **Introductory Tenant** has fewer legal rights than a secure tenant. If you are an Introductory Tenant, there will be a 12-month trial period during which you must demonstrate to the Council that you are responsible enough to keep your Council home. You must (i) look after the home, (ii) pay your rent on time, and (iii) not create a disturbance, harass or cause a nuisance to neighbours. If you fail to abide by the conditions or break any of the rules contained in this Agreement, the Council will apply to the Court to have you evicted from the Property. However, if you prove to the Council's satisfaction that you are a responsible tenant, you will automatically become a **Secure Tenant** on the date set out in this Agreement.

If you become a **Secure Tenant**, you will have the full rights and obligations contained in the Housing Act 1985, although you must continue to behave responsibly and keep the rules in this Agreement.

**Section 1**      **General Information** contains information about you, the other occupants of the rental property, the details of the rental property, and general terms of the tenancy.

**Section 2**      **Introductory Tenancy** contains information that only applies to introductory tenants.

**Section 3**      **Obligations of the Council** contains details of the Council's obligations for repairs and maintenance.

**Section 4**      **Obligations of the Tenant** contains details of your obligations as a tenant of [Name of Council].

**Section 5**      **Rights of the Tenant** contains information about your legal rights as a tenant.

**Section 6**      **Ending the Tenancy** contains details of how either you or the Council can end your tenancy.

**Section 7**      **Miscellaneous Provisions** contains other provisions that apply to the tenancy.

**Premises Condition Report**

### Section 1 – General Information

**THIS TENANCY AGREEMENT** is made between [NAME OF COUNCIL] as the Landlord and the following person(s) as Tenant:-

Name \_\_\_\_\_

D.O.B. \_\_\_\_\_ Nat. Ins. No. \_\_\_\_\_

Name \_\_\_\_\_

D.O.B. \_\_\_\_\_ Nat. Ins. No. \_\_\_\_\_

The word "you" refers to the Tenant. If this is a joint tenancy, the word "you" refers to all Tenants.

In addition to the Tenant, the following people will normally be resident at this property:-

Name \_\_\_\_\_

D.O.B. \_\_\_\_\_ Relationship to you \_\_\_\_\_

Name \_\_\_\_\_

D.O.B. \_\_\_\_\_ Relationship to you \_\_\_\_\_

Name \_\_\_\_\_

D.O.B. \_\_\_\_\_ Relationship to you \_\_\_\_\_

**Property** The property let to you is known as \_\_\_\_\_ [set out full address of premises being let]

**Start of Tenancy** The tenancy is [weekly / monthly] and begins on \_\_\_\_\_ [date]. The first [week's / month's] rent is due on that day.

#### Rent and Other Charges Payable Each [Week / Month]

Base Rent	£
Additional Charges:	
Gas heating	£
Electricity	£
Water charge	£
Electric storage heating	£
Security charge	£
Furnished accommodation	£
Lifeline	£
Sheltered scheme	£
Miscellaneous charges	£
[other – describe]	
<b>TOTAL PAYABLE</b>	<b>£</b>

The base rent and any additional charges shown above are payable on the first (1<sup>st</sup>) day of each [week / month]. If your tenancy is weekly, the 1<sup>st</sup> day of the week is Monday.

In each financial year, the total rent charged allows for four (4) weeks when no rent will be payable. These weeks will be determined by the Council. If you are behind in your rent payments, you must continue to pay the rent arrears during those rent-free weeks, regardless.

The amount of rent payable under this Agreement may be varied by the Council upon giving four (4) weeks notice in writing. However, the Council is not required to give this period of notice if an increase in the rent is due to an increase in heating or other charges.

## Section 2 – Introductory Tenancy

Is the tenancy an Introductory Tenancy?      Yes \_\_\_\_\_      No \_\_\_\_\_  
*(If No, please skip this Section and proceed to Section 3.)*

- i) For the first year of your tenancy, beginning on the start date, you will be an Introductory Tenant. As an Introductory Tenant, you have fewer legal rights than a Secure Tenant. You do not have some of the rights contained within this Agreement until you become a Secure Tenant. The rights that introductory tenancies do not have are set out in the part of the Agreement under the heading "Secure Tenants Only".
- ii) The first year of your Introductory Tenancy represents a trial period. After the first year, the tenancy will convert to a Secure Tenancy, unless during the Introductory Tenancy period you or any person living with or visiting you has broken the conditions of the tenancy, in which case the Council may take steps to evict you and repossess the Property.