

Tenancy Agreement and Conditions

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The Agreement

1. By signing this agreement, you are agreeing to become our tenant, and to abide with the terms and conditions of the tenancy.
2. Both Flexible Secure and Secure tenancies will start with a one-year Introductory Tenancy unless the tenant(s) have already successfully completed an Introductory Tenancy with Shropshire Council or another local authority. (Housing Association starter tenancies are not Introductory Tenancies).
3. All Introductory Tenancies are for a twelve-month trial period with a statutory option to extend them for a further six months if we have specified concerns about the conduct of the tenancy.
4. All Flexible Secure Tenancies will be for a period of five years starting from the date the Introductory Tenancy ends or the tenancy start date if there has been no Introductory Tenancy.
5. Whether the Introductory Tenancy will become a Flexible Secure or Secure tenancy at the end of the introductory period is determined in accordance with the Tenancy Policy.
6. The right to a review of the length of a Flexible Secure Tenancy is managed in accordance with the Tenancy Policy.
7. If there is no extension and no possession proceedings in progress at the end of the introductory period, the tenancy will automatically become a Flexible Secure or Secure tenancy. The types of tenancy you are being offered are set out in the box below and are explained in more detail in the Tenant Handbook.
8. Secure Tenancies have no fixed term and are sometimes known as lifetime tenancies.
9. If more than one person is named below, this is a joint tenancy and each person has the full responsibilities and rights set out in the Terms and Conditions.

The Property		
Address		
Postcode		
Property Type:		
Property Size:		
Maximum number of occupants:		
Adaptations		
Special features		
The Tenancy		
Tenancy Start Date		
Tenancy type		
Introductory Period		
Tenancy type at the end of the introductory period		
Name	Date of Birth	National Insurance Number
Tenant 1		
Tenant 2		
Former Tenancy Address		
From		
To		
Outstanding amount	£	
Payments		
Property Rent:	£	
Service Charge:	£	
Other Charges:	£	
IHM:	£	
Community Alarm	£	
Heating charge	£	
Former Tenancy Arrears	£	
Gardening Scheme	£	
Total	£	

10. Your landlord is Shropshire Council. You can serve any notices (including notices in legal proceedings) on us at the address set out below. This is our notice to you of our address as required by section 48(1) of the Landlord and Tenant Act 1987.

Shropshire Council
The Shirehall
Abbey Foregate
Shrewsbury
SY2 6ND

11. The landlord's managing agent is Shropshire Towns and Rural Housing Limited, The Spruce Building, Sitka Drive, Shrewsbury Business Park, Shrewsbury, SY2 6LG.
12. Please read this agreement carefully before accepting the tenancy. You are entering into a legal contract with us. If you need help to understand your Tenancy Agreement or any of the Terms or Conditions below, you must contact us as soon as possible or get advice from a solicitor or the Citizens Advice Service. Details of who to contact and how are in your Tenant Handbook.
13. When the agreement has been signed, the conditions become binding on you as tenant(s) and the Council as landlord. You may lose your home if you do not keep to the conditions and you should notify the Council or our managing agent if you feel we have failed to meet our obligations.
14. For data protection purposes, you agree that we may process personal information, which you have provided or has been provided by third parties, to perform the functions of managing your tenancy and the provision of general housing and support needs. Any processing will be undertaken in accordance with the provisions of the Data Protection Act 1998 and any other relevant legislation and regulation and in accordance with our policies on disclosure or information and confidentiality. By entering into this tenancy agreement, you consent to such processing.
15. Any legal notice or other communication arising from this Agreement will be validly served on you if served on you either by hand; by hand delivery to your property; by post at the property or your last known address or by any other valid means. It will be deemed that you have received all letters and notices the same day if we delivered them by hand; the second working day after posting if sent by first class post; or the third day if sent by second class post.
16. You agree that, to the best of your knowledge, the information you have provided to us, in agreeing to the terms of this tenancy, is true. You must not carry out or commit any fraud related to your occupation of the property. Housing fraud can result in both criminal prosecution and civil financial penalties.

Signed (Tenant 1)		Date	
Signed (Tenant 2)		Date	
Signed on behalf of Shropshire Council			
Name:		Date:	
Signature		Position	

Help and Advice

17. Where appropriate, we may work with you to give you support, advice or help to sort out any problems without having to take legal action including:

- Providing you with advice about rent arrears, benefits entitlement and money management
- Providing you with general advice about looking after the property; garden and shared common areas
- Putting you in contact with support agencies who can help you with your health and wellbeing including adaptations to the property or substance misuse issues
- Giving you advice about the repairs you are responsible for
- Assisting with mediation to help you to sort out any problems you may have with your neighbours

The Terms and Conditions

Paying your rent

18. You must pay your rent and all other charges listed in this Agreement above on the Monday of each week in advance. If you want to pay your rent for longer periods than a week you must pay in advance and notify us of any new arrangement.
19. If your tenancy starts on a day other than a Monday, your first payment must include the rent due for that part of the week together with one week's rent in advance.
20. We will retain on your rent account an amount of credit equivalent to four weeks' rent which will be refunded at the end of the tenancy. Any additional credit will be refunded to you upon request.
21. We will give you at least four weeks' written notice of any increase or decrease in the rent payable. Changes in rent or other charges normally happen annually in April. Rents are set in accordance with the legislation and the regulatory framework which apply at the time of the change.
22. If you have rent arrears owing on another Shropshire Council tenancy when the Tenancy Agreement above is signed, you have agreed to pay off those arrears by the weekly instalments shown as a condition of the Agreement above.
23. Each joint tenant has a responsibility to pay in full the rent and all other charges listed in the Agreement above.
24. If your property is in supported accommodation with a community alarm and/or intensive housing management service, it is a condition of your tenancy that you pay for the services you receive.
25. If you live in general purpose housing and currently, or at any point during your tenancy, you receive a community alarm and/or intensive housing management service, it is a condition of your tenancy that you pay for the services you receive.
26. If neither you nor any other member of your household can maintain and cultivate your garden in accordance with paragraph 54 below and you are in the Gardening Scheme we will carry out the work required on your behalf. The cost of being in the Gardening Scheme will be reflected in the payment schedule in the Tenancy Agreement above.

Your rights

27. You have the right to see our policies and those of our managing agents and contractors.

28. You have the right to see certain personal information relating to your tenancy or housing application. The main rights that you have (which may be limited in the case of special categories of data) are to see the contents of electronic and manual files; have a copy of the file or parts of it if you pay a charge; and ask for any information that is not accurate or not needed in the file to be corrected or removed.
29. We will consider all issues about **tenancy succession** using the legislation and Tenancy Policy that apply at the date of death.
30. **Lodgers** can live with you provided it does not cause overcrowding or exceed the maximum number of occupants set out in the Tenancy Agreement above.
31. Flexible Secure and Secure Tenants can **sub-let** part of their home with our written consent. It is a criminal offence to sublet the whole of the property.
32. Introductory Tenants can only **assign** their tenancy in accordance with a Family Court order under the legislation which applies at the time the order is made.
33. Flexible Secure and Secure tenants can assign their tenancy:
- By exchanging tenancies, with our written consent, in accordance with the legislation and regulatory provisions which apply at the time of the application and with certain conditions which we will inform you of if consent is given
 - In accordance with a Family Court order under the legislation which applies at the time the order is made
 - To someone who would be eligible to succeed to the tenancy under the legislation and regulatory provisions that apply at the time of the application
34. Flexible Secure and Secure Tenants have the Right to Buy their home except for supported housing or properties that are deemed, by us or our Managing Agent, to be substantially adapted which are excluded from the Right to Buy. Time as an Introductory Tenant will count toward the qualifying period and eligibility for discount for the Right to Buy.
35. Secure Tenants only have the **right to carry out alterations or improvements** to their home with our written consent. All improvements must be done to our satisfaction. Any such alterations or improvements will normally become our property when the tenancy is ended or we may ask you to remove, at your own expense, any structures you have added, and make good the fabric of the building.
36. Secure tenants have the right to **claim compensation for certain improvements** you have made to the property at the end of the tenancy.
37. You have the right to ask us to use an alternative contractor to carry out certain qualifying repairs which will be considered under the legislation which applies at the time of the application.

Your responsibilities

38. You must occupy the property as your only or principal home. We will take steps to serve the required notice and recover possession of the property where we do not believe you are living there. You must inform us immediately if you know that you will be away from the property for more than four consecutive weeks.
39. You must move into the property by the tenancy start date in the agreement above. If you do not you may not be able to claim support with your housing costs.
40. If we have evidence that you have not moved into your property or that you have moved out without telling us, we may, for safety reasons, tell the electricity, gas and water services that we believe your property is empty.
41. You are responsible for insuring your contents against deliberate, malicious, criminal or accidental damage.
42. You are responsible for ensuring the number of people living in the property does not either exceed the maximum number of occupants set out in this Agreement or result in statutory overcrowding.
43. You must supply us with details of any person who is living with you in the property and immediately upon any change to such details. You must also inform us and our Managing Agent immediately upon the death of any person who has a right to reside with you at the property.
44. The Council or its Managing Agent may conduct tenancy audits of the property. If requested, you must provide proof of your identity and anyone living with you.
45. You must only use the property as a private dwelling house. You must not run a business from the property without our written consent. For this purpose, businesses include but are not limited to:
 - A vehicle maintenance business
 - A printing business
 - Any business where you must use hydraulic equipment, industrial machinery or chemicals
 - A shop or wholesale business where customers would have to visit your property
 - Any business that would mean business vehicles would be parked at your property or in the area near your property. For example, if you wanted to run a vehicle-hire company, delivery business or taxi business
 - An animal breeding business
 - A haulage or lorry business
46. If the property has a door entry system you must use it properly and must not prop or allow doors to be propped open. You will be recharged for the cost of any replacement keys or key fobs for door entry systems.

47. You must allow us, our Managing Agents and contractors reasonable access to your property to inspect the condition of the property and to carry out general repairs and improvements. This includes inspections and servicing of the gas and electrical supply, gas appliances, solid fuel and other forms of heating systems, asbestos safety checks, fire safety checks, treatment for pest or vermin infestation or to carry out urgent repairs. We will try to give you at least 24 hours' notice if we need routine or urgent access.
48. You must ensure safe passage for us, our Managing Agent or our contractors for inspecting, carrying out repairs, gaining access to roofs and loft spaces or for any other reason including the annual gas safety inspection. You must not allow an accumulation of personal property to prevent or obstruct any inspection, repairs or access to the property.
49. Should we require the property to be empty for works, repairs or improvements to be carried out you must, on reasonable notice, move to suitable temporary accommodation for the duration of the works, repairs or improvements. You must leave the temporary accommodation and return to the property on completion of the works, repairs or improvements.

Repairs, maintenance and alterations

50. We expect our tenants to always act in a reasonable manner and to have regard for the property; their use of common areas; their neighbourhood and their neighbours. This responsibility applies to you, members of your household and any other person living in or visiting the property including children.
51. You must inform us or our Managing Agent of any defects to the property that are our responsibility as soon as you become aware of them including defects to common areas.
52. If we consider any defects have been made worse by your failure to report them we may charge you the additional cost of any repairs resulting from your failure to report them.
53. You are responsible for repairing and maintaining all improvements and fixtures and fittings made or fitted by you in and around the property, for example, kitchens, bathrooms, sheds and outbuildings.
54. You must keep the property, outbuildings and garden, including any trees and hedges, in a reasonable condition.
55. You are responsible for the cost of repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by you, people living in the property or people visiting the property.
56. You must take all reasonable precautions to protect the property from fire which includes but is not limited to:

- 56.1. Ensuring that all means of escape from the property are kept free from obstruction
 - 56.2. Ensuring that any fire or smoke detection equipment installed in the property is working correctly. This mean that you must test the fire or smoke alarms regularly. If a fire or smoke alarm fitted by us is not working correctly, you must notify us as soon as you become aware it is not working; and
 - 56.3. Ensuring you do not do anything that in our opinion reduces fire safety at the property, or in any communal areas. This includes but is not limited to removing or damaging any fire detection devices or removing, altering or damaging any structures that provide fire separations (such as doors and walls)
57. You must not allow an accumulation of personal property to cause structural damage to the property.
58. You must not lay floor coverings or mats or place decorative items or materials on landings or common areas. You are responsible for keeping any common areas clean, tidy and clear of all items. We may remove any items left in the common areas and recharge you the cost of storing or disposing of the item.
59. If you do not maintain the inside and outside of the property, including gardens, hedges, trees and boundaries, to a reasonable condition, we may require you to make good the condition of the property or we or our Managing Agents may carry out the work required and charge you the costs of the work.
60. You must make sure that there is always adequate ventilation and heating within the property to avoid condensation building up within the property and causing damage. You must follow any advice given by us, our managing agents or contractors to prevent condensation.
61. You must not alter the boundary of the property without our permission. This includes altering or erecting any fence, hedge or boundary wall.
62. If alterations are made to the property without permission or are not carried out to a reasonable standard, we may require you to make good the condition of the property or we , or our Managing Agents will carry out the work required and charge you for the costs of the work.

Good behaviour

63. You are responsible for your own behaviour, the behaviour of members of your household including your children; and anyone living in or visiting the property including behaviour in shared common areas. You or any person living in or visiting the property must not:
- do anything that causes or is likely to cause a nuisance or annoyance to a neighbour or a person living, working in or visiting the local area. This

includes people living in the locality of your home, street or estate regardless of whether they are Council or private tenants or owner occupiers

- harass or threaten to harass or use or threaten to use violence or intimidate a person in the local area because of their race, colour, ethnic origin, nationality, age, sexuality, religion, gender, illness or disability or any other protected characteristic
- use or threaten to use violence towards any person living in the property.
- use violence, threats or intimidation towards any partner or anyone living in or visiting the property to try to remove them from the tenancy or cause them to leave. This includes but is not limited to emotional and financial abuse and coercive control.
- use or threaten to use violence towards any person living in the locality of your home, street or estate regardless of whether they are Council or private tenants or owner occupiers
- use the property for any criminal, immoral or illegal purpose, which includes storing or handling stolen goods
- harass or threaten to harass or intimidate or use or threaten violence verbally or physically towards our employees, councillors, anyone contracted to do work for the Council, our managing agents, our contractors or tenant representatives. This includes but is not limited to contact by email, social media and letter
- create a health and safety risk
- damage any of our property or possessions or those of any of our tenants; your neighbours or any member of their household or visitors

64. You, or any person living in or visiting the property, must not, either in your property or in the area near your property, use, possess, produce, or supply any drugs or substances that are illegal under the Misuse of Drugs Act 1971 or under any other or subsequent part of the criminal law.

65. You, or any person living in the property may only keep domestic pets if they do not cause a nuisance or annoyance to anyone living, working or visiting the locality or do not cause any damage to the property. We may ask you to remove any pet if it causes nuisance or annoyance or damage to the property. You must on request provide details of any pets you have in the property.

66. You, or any person living in the property, must not keep dogs in flats with shared communal areas unless they are assistance dogs in accordance with the legislation which applies at the time of the tenancy.

67. You, or any person living in the property, must not breed any animals from your property as a business.

68. You, or any person living in the property, must not keep in or around the property any dangerous, offensive, harmful or inflammable materials except those that can reasonably be put to domestic use.

69. You, or any person living in the property, must not keep petroleum based fuel or bottled gas anywhere inside the property, or in common areas.

70. You, or any person living in the property, must not erect on the property any barbed wire, broken glass or other material that may cause injury.
71. You, or any person living in the property, must ensure that all refuse is contained in a bin and placed outside the property in accordance with the local waste collection authority's requirements.
72. You, or any person living in the property, must dispose of your household furniture, belongings and other bulky waste properly by taking it to a household recycling centre or arranging collection by an authorised waste carrier. You must not leave it in common areas, the garden or outside the property other than on the day of collection.
73. You, or any person living in or visiting the property, must not knowingly or recklessly damage any property or possessions belonging to us or our managing agents, our contractors, any neighbours, any of our other tenants, any other person living in the area near the property or any member of their household, lodger, sub-tenant or visitor.
74. You, or any person living in or visiting the property, must not use any device or equipment, or do anything, which creates so much noise that it causes a nuisance or annoys your neighbours.
75. You, or any person living in or visiting the property, may only park a motor car or motorcycle within the boundaries of the property if a garage, car hardstanding and a properly constructed pavement and kerb crossing has been provided. You must not park trade vehicles, caravans, trailers or any other vehicle on the property without our written consent.
76. You, or any person living in or visiting the property, must not park any car, caravan, trailer, motorcycle, lorry or other vehicle in your garden or on any Council owned grass verge, crossover, shared area or paved or grassed area unless it is a parking area that we have given you written permission to use.

Our rights and responsibilities

77. Except for changes in rent, or any other charges (see Clause 21 above), the **terms of this agreement can only be changed** if we give you written notice allowing 28 days for you to tell us your views on the proposed changes. We will consider the views of all tenants who respond. Following the consultation, you will receive a 28-day Notice of Variation setting out the final version of the changes and the date they will take effect.
78. We will not interfere with your rights to the **possession of the property** unless there is a breach of these Terms and Conditions. You will be given an opportunity to explain and put right any breaches before we consider legal action unless there is a threat of violence or significant risk of harm requiring immediate legal action. If the breach persists:

- **Introductory Tenants** may receive a Notice of Proceedings for Possession. The Notice will give the reasons why the action is being taken and when and how to request a review of the decision.
- **Flexible Secure** and **Secure Tenants**, may receive a Notice of Seeking Possession giving the reasons for the action and the grounds under Schedule 2 of the Housing Act 1985 for possession.

79. Where these Tenancy Conditions say you need to get our **consent**, we will not unreasonably withhold it although it may be subject to conditions. If you do not keep to these conditions we may withdraw our consent. We will give you a written explanation if we attach conditions to our consent; do not give consent or if consent is withdrawn.

Our repairs and maintenance responsibilities

80. We undertake to keep in good repair and proper working order our installations for supplying water, gas, electricity and sanitation and the installations for space and water heating. We also undertake to keep in good repair the structure and exterior of the property.
81. We are not responsible for repairs that arise because of deliberate, malicious, criminal or accidental damage caused by you, people living in the property or people visiting the property.
82. In an emergency and/or where life, property or contents may be at risk we will attempt to contact you using the emergency contact information you have provided. If we have not been able to contact you or if you refuse access for any reason we will enter the property, using keys made available for our use by our contractor, or where a key is not available by using reasonable force; make safe the cause of the emergency; make good any damage, and ensure you are provided with replacement keys as soon as we can reasonably contact you.

Ending your tenancy

83. Termination of the tenancy by you:
84. If you are an Introductory or Secure Tenant and you want to give up your tenancy you must give us at least four weeks' written notice, ending on a Sunday. All keys to the property must be received by us before 12 noon on the following day (Monday).
85. If you are Flexible Secure Tenant, you may terminate the tenancy agreement during the fixed term by serving a break notice on us at least four weeks before the break date ending on a Sunday. The break notice shall be of no effect if, at the break date stated in the break notice:

- you have not paid any part of the rent which was due to have been paid in respect of the tenancy
 - vacant possession of the whole of the property is not given
 - you are in breach of any of the terms of the tenancy agreement relating to the state of repair and condition of the property
86. Subject to clause 85 above, following the service of a break notice a Flexible Secure Tenancy ends on the relevant break date. Termination of the tenancy agreement on the break date shall not affect any other right or remedy that either party may have in relation to any earlier breach of the Tenancy Agreement.
87. If a joint tenant gives notice ending the tenancy we will decide whether any of the other joint tenants will be given a new tenancy or allowed to remain during the remainder of a Flexible Secure Tenancy.
88. Whichever form of tenancy you have, you must ensure that the condition of the property and our fixtures and fittings are the same when you move out as at the start of the tenancy other than for fair wear and tear. We reserve the right to recover any reasonable costs we incur in replacing, repairing or reinstating any missing or damaged items and alterations which either do not comply with relevant regulations or codes of practice or for which we did not give our written consent.
89. You must make sure that any member of your household, lodger, sub-tenant or visitor leaves the property when your tenancy ends.
90. During the four-week notice period, where requested to do so and on being given reasonable notice, you must allow us or our Managing Agents access to inspect the condition of the property.
91. You must remove your furniture, furnishings, clothing and rubbish on or before the day your tenancy ends.
92. In the event of your death, your executor or personal representative must notify us in writing and terminate the tenancy. The tenancy will continue until we receive notice and failure to terminate may incur further costs against your estate including any unpaid rent.

Termination of the tenancy by us:

Flexible Secure Tenancies

93. We may re-enter the property let on a Flexible Secure Tenancy (or any part of the property) at any time after any of the following:
- Any rent is unpaid for twenty-one days after becoming payable whether it has been demanded or not
 - Any breach of any condition of this tenancy agreement has occurred
 - An act of insolvency on the part of the tenant

94. If we re-enter the property (or any part of it) in line with this clause, the tenancy agreement will end immediately without prejudice to any other right or remedy in respect of any breach of the tenancy agreement by the tenant.
95. We will begin to review a Flexible Secure Tenancy at least 12 months prior to the end of the fixed term. The criteria, process, advice and assistance arrangements and right to review are set out in the Tenancy Policy.
96. If we are not going to renew your Flexible Secure Tenancy, we will give you at least six months' notice that the fixed term is coming to an end. We will make it clear that we do not propose to grant another tenancy, the reason for that decision, and how to request a review of the decision.
97. A further notice ending the tenancy will be sent to you at least two months prior to the end date. If we do not propose to grant another tenancy and if you fail to leave at the end of the fixed term we will obtain a possession order from the court.
98. Our obligation to complete the review and consider granting a further flexible tenancy is conditional upon you co-operating with the review, acting in good faith and providing sufficient information to us to enable the assessment to be properly carried out.