



Ashfield District Council

Landlord

Tenancy Agreement

Managed by

Ashfield Homes Limited

Arms Length Management Organisation (ALMO)

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Tenant

Tenant (joint)

Tenant (successor)

Date December 2010

Next Review 2013

www.ashfield-dc.gov.uk
www.ashfieldhomes.co.uk

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Definitions

In this Agreement, the following words have the meanings given below:

Communal Areas	Areas which tenants share with other tenants such as stairs, entrance halls including door entry system, lifts, landings, balconies, access ways, paths, grassed open spaces, shared gardens or yards, parking areas, parking bays, or hard standings.
Communal Aerial System	This is an aerial system provided and maintained by us for blocks containing more than four flats and sheltered schemes.
Pet/Animal	Includes bird, insect, reptile, spider, fish
Assignment	Giving up the rights of a tenancy in favour of a qualifying family member or by way of mutual exchange
Demotion	A tool to combat anti-social behaviour which results in reduced rights and less security from eviction.
Employees	Includes any contractor, agent or anyone employed by us.
Fixtures and Fittings	Such items include kitchen units, bathrooms and sanitary ware, plumbing systems, electrical circuits, sockets, switches, lamp holders, doors, locks and glazing.
Independent Advice	Tenants can get independent advice about their tenancy and their rights from the Citizens' Advice Bureau and Shelter Housing Advice Centres.
Improvement	Any alteration or addition to the property
Introductory Tenancy	A tenancy which lasts for a trial period of up to 18 months which may then become a secure tenancy unless the Tenant has breached the tenancy conditions.
Introductory Tenant	A Tenant who has an introductory tenancy.

Injunction	A Court Order requiring a tenant or person to do, or refrain from, doing specific acts.
Joint Tenancy	Joint tenants are responsible, jointly and individually, for the rent, charges and obligations of the tenancy.
Lodger	A person who a Tenant allows to live in their home, with or without payment.
Neighbours	Everyone living or working in the locality of a Tenants home.
Notice Seeking Possession	A legal document that is served prior to taking possession action against a tenant.
Notice Period	The period of notice required by either party to bring the tenancy to an end. This is normally four weeks notice.
Notice to Terminate	The legal document the tenant must complete to bring the tenancy to an end.
Partners	Members of a couple in a relationship (including same gender relationships), who are living together.
The Property/ Your Home	The housing accommodation and any garden, yard, outbuilding, garage, fence, or wall, owned by Ashfield District Council, let to a Tenant under the Tenancy Agreement.
Relatives	Parents, children, grandparents, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, step relatives and adopted children.
Rent	The weekly charge payable by a Tenant to live in the accommodation
Secure Tenant	A tenant who has a secure tenancy under The Housing Act 1985.
Sheltered Accommodation	Properties situated in a group setting and usually within the same building with communal facilities.
Sublet	Giving another person(s) the exclusive right to live in part of the property.
Tenant (s)	The person(s) who signs the tenancy agreement.
Tenancy	This agreement containing the terms, conditions and obligations of the tenancy

Tenancy Charges Financial obligations arising from the tenancy which includes but is not limited to: rent arrears, recharges, heating, hot water, contents insurance, and charges for wilful property damage.

You and Your The tenant, or in the case of a joint tenancy, tenants.

Vacant Possession The property is unoccupied and empty of possessions.

Visitors People not living with the Tenant but who come to the Tenants home.

Vehicles A car, bus, lorry, motorbike, boat, caravan, trailer, scooter, motorised transport or similar.

We, us and our The Landlord,

Ashfield District Council of
Council Offices,
Urban Road,
Kirkby-in-Ashfield,
Nottingham,
NG17 8DA

and

The Council's Housing Management Company,

Ashfield Homes Limited,
Head Office
Broadway
Brook Street
Sutton-in-Ashfield,
Nottinghamshire,
NG17 1AL

(or of such address as we may tell you about in the future)

and

Employees, contractors and everyone working on behalf of the above.

Written Permission A letter from us giving the Tenant permission in response to a request they have made.

Terms of Tenancy

1. Introduction to the Tenancy Agreement

1.1 This Agreement contains the terms, conditions and obligations of the tenancy for you and us. You should read this agreement carefully to ensure that you understand and accept its contents. If you do not understand any part of this agreement we strongly recommend you ask for it to be explained to you before you sign it. You might consider consulting a solicitor, Citizens Advice or Housing Advice Centre before you proceed.

1.2 There are two kinds of tenancy contained in this agreement:

- Introductory Tenancy
- Secure Tenancy

By signing this agreement, you are entering into a legal contract with us and will become either an introductory or secure tenant. On page 24 we tell you whether your tenancy is an introductory or a secure tenancy. If you have an introductory tenancy, we also tell you on page 24 the date it will become a secure tenancy. Table A opposite shows in brief the rights of introductory and secure tenancies.

1.3 If you had a secure tenancy immediately before entering into this tenancy agreement you will remain a secure tenant. As a secure tenant you have the right to live in your home (right to possession) so long as you comply with this Tenancy Agreement. We will not interfere with your right to possession unless the court grants us permission. A Notice of Seeking Possession/Demotion must be served on you before any legal action could begin to end your secure tenancy.

1.4 If you did not have a secure tenancy immediately before entering into this tenancy agreement you will be an introductory tenant. An introductory tenancy is a trial period and you have fewer legal rights than a secure tenant. You must demonstrate to us that you are able to comply with your tenancy agreement. This includes:

- Not behaving, or allowing any persons living in or visiting your home to behave in an anti-social manner, including causing a nuisance or harassing others
- Paying your rent on time
- Looking after the property

Unless we take action to end or extend your Introductory Tenancy, you will automatically become a secure tenant on the date written in this Agreement.

- 1.5 If you breach your tenancy agreement we may either extend your introductory tenancy by up to six months or take legal action to evict you. Legal action to evict you may mean you incur legal costs. You can ask us to review our decision to end or extend your introductory tenancy. If we apply to the court to end your Introductory Tenancy, the court will grant the order for possession providing we have followed the proper procedure.

Table A

Legal rights of tenants	Secure tenants	Introductory tenants
Right to succession of spouse/civil partner	Yes	Yes
Right to succession of family members	Yes in certain cases	Yes in certain cases
Right to Repair (Regulations)	Yes	Yes
Right to be consulted on housing management issues	Yes	Yes
Right to Assign	Yes	Yes
Right to Buy	Yes in most cases	No
Right to take in lodgers	Yes	No
Right to sub-let	Yes	No
Right to improve (with written permission)	Yes	No
Right to Mutually Exchange	Yes	No
Right to vote prior to transfer to new landlord	Yes	No
Right to be consulted on decision to delegate housing management	Yes	Yes
Right to participate in housing management contract monitoring	Yes	Yes

- 1.6 If you have signed this tenancy agreement with someone else you are a joint tenant. In joint tenancies each tenant is jointly and individually responsible for the tenancy. If one tenant leaves the home both tenants are still responsible for abiding by this tenancy. Your rights and responsibilities cannot be split or shared between you. If one of you ends this tenancy it has the effect of ending the tenancy for each of the joint tenants.

- 1.7 Your tenancy starts on the date set out in this agreement. It continues from week to week until you or we end it.
- 1.8 As long as you pay your rent and keep to your tenancy, we will not normally ask the court for a possession order. However there may be occasions, for example, when we need to move you to a new home if your home is to be demolished.
- 1.9 **If you have difficulty keeping to your tenancy agreement, you must contact us as soon as possible.** We can then provide you with support, advice or help to sort out any problems you may be experiencing. This may avoid us having to take legal action against you.
- 1.10 You must occupy your Council tenancy as your only or main home. If you acquire another property, you must continue to live in your Council tenancy or you will stop being a secure tenant. In such circumstances we may ask the court for a possession order.
- 1.11 We are committed to the prevention and detection of fraud and participate in data monitoring exercises for this purpose. We advise you that the data held by us in respect of your tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud. We may also share your data with others as permitted in law.

Initials

2. False Statement

- 2.1 If you or someone acting on your behalf has made a statement in an application for housing accommodation which you:
- Knew was false; or
 - Thought could be false; or
 - Contained information which deceived us in allocating you this tenancy

we may take legal action to regain possession of your home.

3. Payment of Rent and Charges

- 3.1 You must pay your rent, together with any tenancy charges due, in advance on Monday of each week. If you pay your rent by Direct Debit or Standing Order these payments must also be paid in advance.
- 3.2 You must not withhold your rent or any charges for any reason.
- 3.3 You must pay any debt outstanding from any tenancy in full e.g. unpaid rent, tenancy charges, and charges for damage to your home.
- 3.4 If you are joint tenants you are each responsible for the rent and charges, both jointly, and separately. This means that we can recover arrears from you jointly, or each of you individually.
- 3.5 If you have any difficulty paying your rent or charges, you, or someone acting on your behalf, must contact us immediately.
- 3.6 If you do not pay your rent, rent arrears or charges we may take court proceedings to evict you from your home. These proceedings may incur additional charges such as legal fees and court costs which may then also be added to your rent account.
- 3.7 We may vary the amount of rent or charges you have to pay. You will be notified in writing of any such variation four weeks before any change takes effect.
- 3.8 If you wish to pay your rent fortnightly or monthly, you should agree this with us and pay in advance to avoid recovery action being taken against you.
- 3.9 We may incur costs associated with pursuing you for any debt accrued by you. Unless the court orders otherwise, you must pay our reasonable legal costs and expenses properly incurred in enforcing this debt.
- 3.10 You remain liable for rent and charges during your notice period. Your liability for rent remains until your tenancy legally ends.

4. Use and Occupation of Your Home

- 4.1 You must use and occupy the property as your only or main home
- 4.2 You must tell us if you are going to be away from the property for more than a month and ensure that we are advised of a contact address and a nominated key holder in case of an emergency.
- 4.3 You may take in lodgers as long as you are a secure tenant and the property does not become overcrowded as a result. However, you must get our prior written permission before you take in lodgers. You must also provide details of their name, date of birth, gender, National Insurance Number, former address and details of the rooms that they will occupy.
- 4.4 You must not, without our prior written permission, sub-let part of your home. You cannot sub-let the whole of your home as you would no longer be a secure tenant.
- 4.5 You may have the right to assign the tenancy. However, there are statutory criteria which apply to any assignment and usually our consent is required.
- 4.6 You must not run a business from the property without obtaining our prior written permission. Prior to granting any such permission we will consider various factors. For example: planning issues, the amount of noise generated, nuisance likely to be caused to your neighbours and whether damage to the property may occur.
- 4.7 You must not place or exhibit any notice board or notice visible from outside the premises advertising any profession, trade or business or any goods or services without our prior written permission.
- 4.8 You or anyone living with you must not keep or use bottled gas, paraffin, petrol or any other dangerous material inside the property or in communal areas.
- 4.9 You or anyone living with you must not use as bedroom accommodation, any room where an open flued gas appliance is installed.
- 4.10 You must notify us of any permanent changes in occupation in the tenancy including, for example,
 - A new baby
 - A new partner
 - Someone leaving the property such as children moving to new homes
 - Someone dies
 - You become separated from your partner or
 - Someone goes into care

5. Access to your Home

5.1 You or anyone living with you must allow us access to your home. We will provide you with at least 24 hours notice in writing, (except in an emergency - see 5.3) setting out the reason we require access and the date and time of our visit.

5.2 We may require access, for example, to:

- Inspect the condition of the property;
- Inspect the state of repair;
- Carry out repairs;
- Carry out improvements;
- Service/ check or maintain equipment in line with regulations and legislation;
- Facilitate any of the above to any adjoining premises e.g. party walls, flats, roofs etc.
- Undertake accompanied viewings with prospective tenants of the property

5.3 In an emergency we may require immediate access to your home without notice. In the event that such access is necessary and the property is unoccupied or access is denied, we may use reasonable force to gain entry to the property. We will take reasonable steps to contact your nominated key holder in your absence and we will leave your home secure.

5.4 Examples of emergencies include, but are not limited to

- Fire
- Flood
- Gas leaks
- Threat or risk of personal injury
- Threat or risk to the structure of our property
- Unsafe heating appliances (where annual checks are overdue)
- Suspicion of any of the above

6. Repairs and Maintenance

- 6.1 You or anyone living with you must inform us promptly if any repairs (or other matters that we are responsible for carrying out) come to your notice. This will enable us to arrange for inspection and/or the repair to be carried out.
- 6.2 You must keep the inside of the property in a clean and tidy condition, free from excessive accumulation of belongings or rubbish that could cause a health and safety or fire risk to you or anyone else. All rooms must have clear access and exit routes and you must decorate all internal parts of the property as often as is necessary to keep in good decorative order.
- 6.3 You or anyone living with you must inform us immediately of any damage however caused to the property.
- 6.4 You and anyone living in or visiting the property (including animals) must not damage or destroy the following (including but not exhaustive):
- The structure and outside of the property - including any glazing;
 - The fittings for the supply of gas, water and electricity;
 - Bathroom and toilet fittings;
 - Room heating systems;
 - Water heating systems;
 - Kitchen units and fittings;
 - Internal fixtures and fittings, e.g. doors and internal glazing; smoke alarms;
 - Sheds, garages, fencing, patios, paths, any part of the garden area, open plan space or communal walkways;
 - Any other installed element which the property benefits from.
- 6.5 You are responsible for carrying out certain small repairs and replacing certain items of fixtures and fittings. These are listed in your Tenants Handbook.
- 6.6 You are responsible for the repair, maintenance and replacement of any TV aerial serving your home, except where it is provided via a Communal Aerial system.
- 6.7 You are responsible for repairing any damage to any part of the property caused by the deliberate or careless actions or omissions of yourself, or of anyone living with you or visiting you (including animals). If you do not carry out the repairs, we will do the work and recharge reasonable costs (including any administrations costs) to you.

- 6.8 You are responsible for repairing and maintaining any non standard alterations or improvements carried out by you. This includes any non standard alterations and improvements already carried out to the property when you accepted your tenancy. Where such non standard alterations and improvements have come to the end of economical useful life we may put these back to our standard specification.
- 6.9 If you make any improvements, alterations or additions to the property without our consent we may tell you to return the property back to its original condition. If you fail to do so we may carry out the work and charge the costs (including any administrations costs) to you.
- 6.10 You or anyone living at or visiting the property must not steal or appropriate any item of property from any dwelling, building or grounds owned by us.
- 6.11 You or anyone living at or visiting the property must ensure that you are able to evacuate the property in the event of a fire or other emergency situation.

7. Insurance

- 7.1 Table B below summarises who is responsible for repairs or loss. You should consider obtaining insurance for accidental damage, contents and your belongings. We will only insure the structure and fabric of the building.

Table B

	Your Responsibility	Our Responsibility
Buildings Insurance (not including accidental damage)	No	Yes
Fair Wear and Tear	No	Yes
Criminal Damage (with a Police Crime Number)	No	Yes
Criminal Damage (with no Police Crime Number)	Yes	No
Accidental Damage	Yes	No
Malicious Damage	Yes	No
Contents Insurance	Yes	No

- 7.2 In situations where we carry out repairs which are not our responsibility we will charge you the cost of putting things right. For example, if you accidentally nail through a pipe, it is your responsibility to put this right. If you do not carry out the necessary repairs we will do so and recharge the cost of the repair to you. If you have your own buildings insurance that covers accidental damage you should be able to reclaim the cost of this work.

8. Anti-Social Behaviour

8.1 You are responsible for your own behaviour and for that of anyone, including relatives and animals, living with you and visitors to your home, whether on a permanent or temporary basis.

8.2 You, relatives or anyone living with you, your animals and your visitors must not cause, or act in a way which is likely to cause, nuisance, annoyance or disturbance to people living, visiting or working in the locality of your home. Examples of nuisance, annoyance or disturbance include but are not limited to:

- Foul and abusive language,
- Loud music,
- Shouting, arguing, door slamming,
- Dog barking and fouling,
- Offensive drunkenness,
- Urinating in public,
- Playing ball games close to someone else's home,
- Causing damage or neglecting your home,
- Lighting excessive fires or burning of toxic materials at the property
- Fly tipping

"People working in the locality of your home" includes:

- our employees, contractors and other people engaged in lawful activity in the area e.g. postal workers.

8.3 You, relatives or anyone living with you, your animals and your visitors must not cause or act in a way which is likely to cause people living, visiting or working in the locality of your home to feel harassed, abused or threatened.

"Harassment" includes but is not limited to:

- Violence or threats of violence towards any person including all our employees, agents or contractors
- We will not tolerate any abuse, harassment or threats towards our employees, agents or contractors including but not limited to:
 - Abusive or insulting words or behaviour including via email, social networking sites, mobile phones etc
 - Damage or threats of damage to another persons property or home
 - Writing threatening, abusive or insulting graffiti
 - Interference with the peace or comfort of any other person
 - Because of a persons: sexuality, gender, gender reassignment, colour, race, age, nationality, ethnic or racial origins, disability, religion, marital status or because they have HIV/AIDS

- 8.4 You, relatives or anyone living with you, your animals and your visitors must not cause or act in a way which is likely to cause damage to, dump rubbish on or misuse communal areas, corridors, stairwells, shared entrances, play areas or anywhere else including any other property, or land owned by us. Any items found may be removed without further notice, particularly if deemed to be a health and safety risk such as flammable items, trip hazards or blocking exits.
- 8.5 You, relatives or anyone living with you, and your visitors must not make false or malicious complaints about the behaviour of another person.
- 8.6 You, relatives or anyone living with you, and your visitors :
- Must not use the property for any illegal or immoral act such as selling drugs, possessing drugs, storing drugs or stolen goods or prostitution;
 - Must not undertake any illegal or immoral act such as selling drugs, possessing drugs, storing drugs or stolen goods or prostitution in the locality of your home;
 - Must not commit an arrestable offence in, or within the locality of your home;
 - Must not inflict domestic violence or threaten violence against any other person including using mental, emotional or sexual abuse to make anyone who lives with you, leave the property.
- 8.7 You, relatives or anyone living with you, and your visitors must comply with the law on smoke free premises. You would be breaking the law by smoking in smoke free premises.
- 8.8 You, relatives or anyone living with you, must not become a member of a gang or allow a member of a gang to visit the property.
- 8.9 You must make sure that you do not allow, incite or encourage other people living with you, relatives or visitors to your home to engage in behaviour as described in the clauses 8.2 -8.8 above.

9. Gardens

- 9.1 You must keep your garden area well maintained at all times. You are responsible for the upkeep of all parts of your garden. This includes but is not restricted to grass, trees, plants, bushes, hedges.
- The grass must be cut regularly and not allowed to become overgrown,
 - The garden must be weeded regularly
 - No waste or rubbish should be stored in the garden or outbuildings.
 - Hedges/bushes/trees/plants must be cut and maintained to a reasonable height.
 - Occasional bonfires to dispose of garden waste are permitted
- 9.2 We will only supply (on request) details of the boundaries that you are responsible for and in case of flats, your designated garden and outbuildings.
- 9.3 If you do not carry out the necessary garden maintenance, and the garden causes a health and safety risk, we may do the work and recharge reasonable costs (including any administrations costs) to you. For example, overhanging branches, hedges encroaching onto the highway, waste and rubbish that could provide food or harbourage for vermin or pests.
- 9.4 You, relatives or anyone living with you, and your visitors must keep any communal garden area, outside the property, clean, tidy and free from rubbish or furniture at all times.

10. Vehicles and Parking

- 10.1 You, your relatives and anyone living with you, or visiting you, must not: -
- Park or leave any motor vehicle, trailer, caravan or boat anywhere on the property except on an approved hard standing. "Approved" means we must have given you, or a previous tenant, written permission to have that hard standing.
 - Park or leave any untaxed or unroadworthy vehicle anywhere on the property for a period in excess of one calendar month.
- 10.2 You, relatives and anyone living with your visiting you must not allow anyone to sleep in a caravan or other vehicle parked on or outside the property.
- 10.3 You, your relatives and anyone living with you, or visiting you, must only drive across a kerb to access the property where it has been dropped in accordance with the regulations of the highway authority.

- 10.4 You, your relatives or anyone living with you, or visitors must not use any garden or driveway to the property to store, load or unload vehicles, store scrap metal, strip down vehicles or persistently repair any vehicle other than essential maintenance to a vehicle regularly used by yourself or someone living at the property.
- 10.5 You, your relatives or anyone living with you, or visitors, must not park or leave a vehicle, trailer, caravan or boat anywhere so as to block access for emergency service vehicles, or other resident's vehicles.
- 10.6 You, your relatives or anyone living with you, or visitors, must not park or leave any motorised vehicle, caravan, bicycle or boat on communal areas unless the area is designated as a parking area.
- 10.7 If you have shared use of a driveway, you and anyone living with or visiting you must give those that share the driveway (and their visitors) access to the driveway at all times. The driveway must not be blocked in any way e.g. by parking a vehicle or by fencing part of it off.
- 10.8 You are not permitted to take or store motorcycles, mopeds, motor scooters or any other mechanically propelled vehicle(s) into your home.
- 10.9 You may, subject to obtaining our written permission, keep a mobility scooter (or similar) inside the property. We will only grant permission in the following cases:
- For one mobility scooter and
 - Only where you have personal and direct access to your home without accessing via an internal communal area.
 - The property contains an approved battery/charging facility (fitted at your own expense)
 - The property has adequate room to store the scooter and
 - The mobility scooter is powered by a gel sealed battery.
- 10.10 You are responsible for any damage caused to the property or to persons including yourself, by storage and/or use of the scooter in the property. You must ensure that storage or use of the mobility scooter within the property does not cause an obstruction or fire risk.
- 10.11 If you live in a property which requires access via internal communal areas, you your relatives or anyone living with you must not bring, store and/or ride mopeds or motorbikes or any other mechanically propelled vehicle (with the exception of wheelchairs) inside the property or into indoor communal areas.

10.12 If you live in a property which requires access via internal communal areas, mobility scooters (or similar) may only be stored or parked in designated areas outside the property, following our written permission.

10.13 You, your relatives or anyone living or visiting you must not transport a motorised scooter or any other vehicle in any communal lift.

Initials

11. Keeping of Animals

11.1 If you live in a house or bungalow, you have our consent to keep the following animals without our written permission:

- One domestic dog; and/or
- One domestic cat; and/or
- One domestic caged bird; and/or
- Fish; and /or
- Two small caged pets for example, gerbil, hamster or rabbit.

No other type of pet/animal may be kept without our prior written permission which will not be unreasonably withheld or delayed.

11.2 If you live in a house or bungalow and wish to keep any pet, animal or livestock, other than or in addition to those detailed in 11.1, you must obtain our prior written permission.

11.3 If you live in a flat or in sheltered accommodation you or anyone living with you may not keep a pet without our prior written permission. We will not unreasonably withhold permission but factors that will be considered will include the type of property you live in and the type of pet you wish to keep.

11.4 You are responsible for the control of any pets/animal(s) which belong to you or anyone living with you.

11.5 You must not keep a pet/ animal in a communal area.

11.6 You must not breed pets/animals at your home.

11.7 You must make sure that no animal you keep at your home (or that you are responsible for) causes nuisance or annoyance to any:

- Tenant;
- Persons in the locality; or
- Our employees, contractors, sub-contractors or agents.

Examples of nuisance include but are not limited to:

- Allowing your pet/animal to persistently foul in an inappropriate place
- Failing to clean up fouling in a timely manner
- Barking
- Creating a foul smell
- Not being kept under control
- Creating any kind of danger or health hazard.

11.8 You, your relatives or anyone living with you must not leave any pet/animal unattended for more than 24 hours either inside or outside the property.

11.9 Any permission for you to keep a pet/animal will be withdrawn if your pet/animal creates a nuisance. You will be required to find another home for the pet/animal, normally within one calendar month which must not be to another Council owned property. Failure to do so may result in further enforcement action being taken. In certain circumstances, where there may be a health and safety risk the notice period will be shorter.

11.10 You must make sure that no pet/animal kept at your home (or that you are responsible for) causes any damage:

- To the property;
- To a communal area; or
- In the locality.

11.11 You are responsible for putting right any damage attributable to your, or those pets/animals you are responsible for.

11.12 You, your relatives or anyone else living with you must ensure that no pets/animals kept at the property prevents our employees, our contractors or our agents gaining access to the property.

12. Written Permission

12.1 You, your relatives or anyone living with you must obtain our written permission before erecting any structures such as, sheds, garages or pigeon lofts. You will also need to obtain any other necessary approvals e.g. planning permission, building regulations approval.

Permission will not be granted if you have any debt owing to us.

12.2 You, your relatives or anyone living with you must obtain our written permission before altering or improving the property. You will also need to obtain any other necessary approvals e.g. planning permission, building regulations approval.

Permission will not be granted if you have any debt owing to us.

This includes but is not limited to:

- Building an extension
- Removing internal walls
- Changing the use of a room e.g. a living room to a bedroom
- Adding, changing or replacing the fixtures and fittings
- Installing a water meter
- Decorating the exterior of the property
- Altering or tampering with gas, electricity or water supplies
- Erecting an aerial or satellite dish;
- Building a structure e.g. car port, garage, hard standing, driveway or shed
- Creating ponds and/or carrying out major landscaping
- Removing any tree, hedge or boundary fence or wall

12.3 When deciding on whether it is reasonable to grant any written permission we will consider the impact of the alteration or improvement on the surrounding properties and future maintenance responsibilities. Any permission we grant is subject to the work being carried out to an acceptable standard and complying with any requirements such as relevant specification(s) and certification(s).

13. Recharges

13.1 We reserve the right to charge you for the reasonable:

- Cost of repair for any damage to the property
- Cost of repair and/or replacement of damaged fixtures and fittings
- Costs incurred by us as a result of breach by you of conditions in relation to this Agreement
- Cost of works carried out by us in default following breach by you of conditions in relation to this Agreement

13.2 We are entitled, and you agree to, the deduction of any reasonable costs associated with the above from any monies held by us lawfully due to you.

14. Ending your Tenancy

- 14.1 You must provide us with four weeks notice, in writing, before you leave the property and end your tenancy. The four weeks notice must commence on a Monday.
- 14.2 You will be liable for payment of rent during this period.
- 14.3 You must return all the keys to the property to our offices, or as directed at the time of submitting your written notice to end your tenancy. This must be done by 12noon on the date agreed by us. If you do not return the keys by the agreed date, you will be responsible for additional rent.
- 14.4 If you submit the keys to the property to us or you vacate the property without giving written notice to end your tenancy, we will treat this as a lawful surrender of your tenancy and an end to this Agreement, once four weeks have elapsed. You will be charged rent during this four week period and we will hold the keys on your behalf. During this four week period we reserve the right to enter the property to carry out repair and maintenance works and/or install security screening. You may access the property during this period with our permission which we will not unreasonably withhold
- 14.5 You must provide us vacant possession of the property when your tenancy ends.
- 14.6 The property (including the garden, outbuildings and loft space) must be left in a clean and tidy condition. You must clear and dispose of all your belongings, furniture and personal effects including rubbish and debris from the property.
- 14.7 You must make good any damage to the property before ending your tenancy. Any alterations or additions that have been carried out to the property by you, your relatives or anyone living with you, without our written permission, must also be returned to their original state prior to ending your tenancy.
- 14.8 We will remove, store and if not collected within 1 calendar month, sell or otherwise dispose of, any furniture, goods or personal items which you fail to remove from the property at the end of your tenancy either on surrender of the premises by abandonment, court order or termination by you. At any time, once the property has been vacated, we will immediately remove and dispose of any perishable goods or waste products that we consider would be unreasonable to store as stated above. This includes such items as food, rubbish, domestic waste and goods damaged beyond economical repair. You will be responsible for all reasonable costs which we may incur in collection, storage and/or disposal of the above.
- 14.9 Unless required by law we will not be responsible for any damage or loss of goods/ belongings stored by us under 14.8 above.

15. Consultation and Information

15.1 Right to Consultation

You have the right in law to be consulted in respect of certain matters which relate to you tenancy including significant changes to this agreement. This is explained in more detail in the Tenants Handbook.

15.2 Right to Information

We must provide you with a copy of your Tenancy Agreement. We publish our policies and procedures which you may see, together with a range of other information booklets, at our property shops. The Data Protection Act 1998 provides you with the right to request information regarding your housing records. The Freedom of Information Act 2000, makes additional information available to you via the internet at www.ashfield-dc.gov.uk or our website www.ashfieldhomes.co.uk or following a specific request by you.

16. Notices

16.1 We may serve any notice on you at the property by putting the notice through the letterbox, by fixing the notice to the property, by leaving the notice with somebody for you at the property or by sending the notice by post to the property. This is in addition to serving the notice on you in person.

16.2 If you wish to serve any notice in connection with legal proceedings it should be served on your Landlord at:

Council Offices, Urban Road, Kirkby-in-Ashfield, Nottinghamshire, NG17 8DA.

16.3 For all other notices e.g. Notice to Terminate your tenancy or requests for permission, please contact Ashfield Homes Limited at one of our offices.

17. Compliments, Complaints and Comments

We are committed to provide you with an excellent service. As part of our service delivery we will deal with your complaints as quickly as possible.

17.1 Compliments and Comments

If you are satisfied with the services we deliver or you wish to make a comment or suggestion regarding our services you may do so by completing one of our complaints, compliments, comments forms which are available at our offices.

17.2 How to Complain

If you are not satisfied with any of our services, please raise the matter in the first instance with one of our employees. If you remain dissatisfied you may:

- Make a formal complaint under Ashfield Homes' Complaints Procedure. See your Tenants Handbook for more details.
- Speak to your local Councillor, your Member of Parliament, or a local advice agency. You can obtain relevant contact details from us.

17.3 The Ombudsman

If you consider we have treated you unfairly and you have exhausted our Complaints Procedure you can request The Local Government Ombudsman to investigate your complaint. You can obtain relevant contact details from us.

Tenancy Agreement

This is a legal contract which sets out the terms and obligations of the tenancy. You should read it carefully to ensure that you understand each of the terms and obligations. If you do not understand this agreement you are advised to ask for it to be explained to you before signing. You may consider consulting a solicitor, Citizens Advice Bureau or Housing Advice Centre to assist or advise you.

This Tenancy Agreement made between Ashfield District Council
and :

Tenant one (Print name)

Tenant two (Print name)

The address of the property is:

House number

Street

Town

County

Postcode

Type of tenancy:

Introductory

Secure

(delete as applicable)

Joint

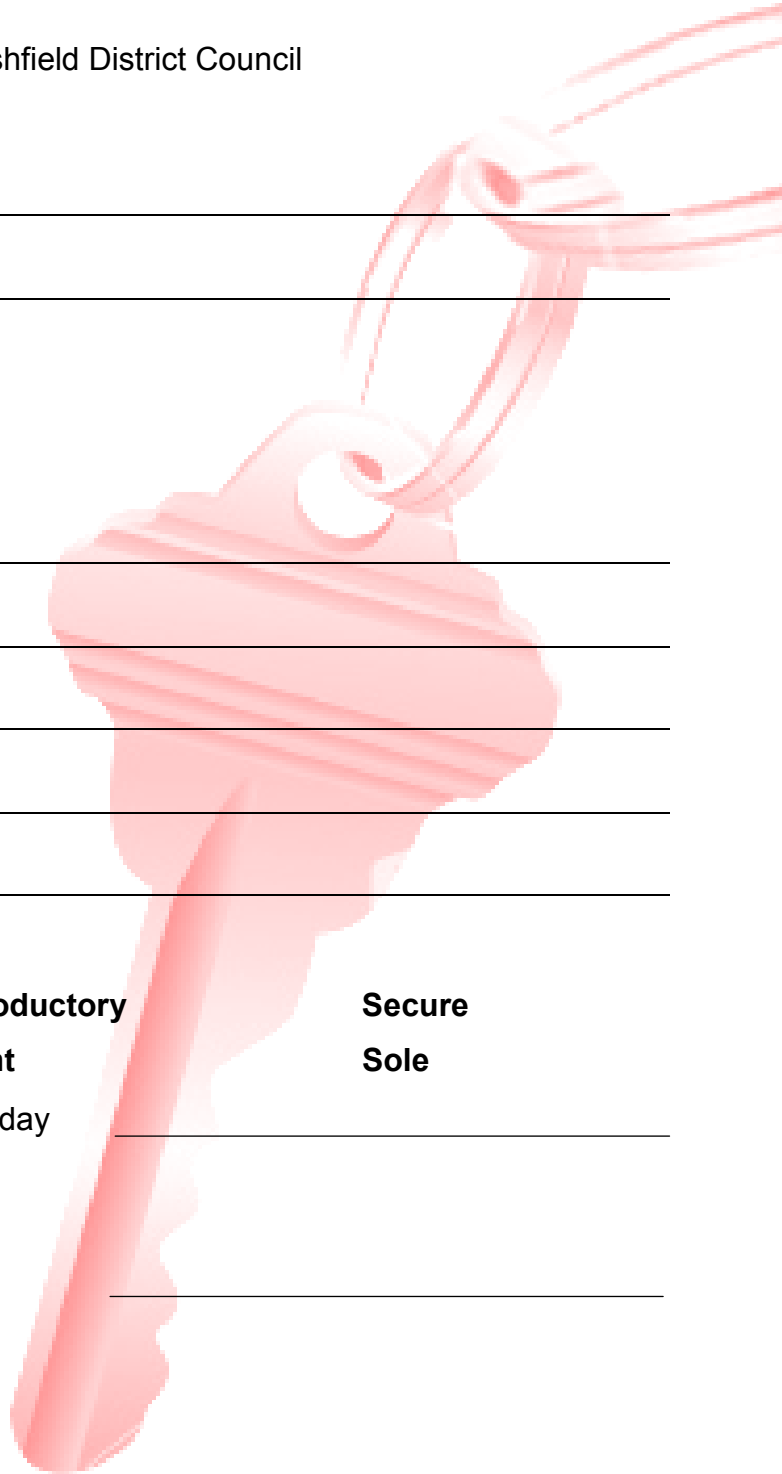
Sole

Start date of tenancy:

Monday

Introductory tenancies only

Possible start date of secure tenancy
(Based on key received date and
subject to any order for extension)



Weekly rent amount payable £ _____

Please note that this amount is correct at the start of your tenancy, the amount may change. You will be given prior written notice of the new rent charges on the terms stated within this agreement.

Date keys received: _____

Type of property **House** **Flat** **Bungalow**
 Studio **Maisonette**
 Detached **Semi**

Number of bedrooms _____

Garden: **None** **Front** **Rear**
 Side

If you sign this Agreement, it means you accept the Agreement as binding.

I/We agree to accept the tenancy of the above property on the terms and conditions set out in this Agreement a copy of which I/we have received, read and understood.

Tenant one Signature _____

Tenant two Signature _____

Signed on behalf of The Landlord

Full Name _____ Signed _____

Position _____ Dated _____

Succession

[For office use only]

Name of Successor: _____

Date of Succession _____

I am aware there is only one succession, to one individual allowed in law and that no further successions may take place in relation to this tenancy.

I agree to accept the tenancy of the above property on the terms and conditions set out in this Agreement a copy of which I have received, read and understood.

Successor

Print full Name _____ Signed _____

Dated _____

Signed on behalf of the Landlord

Full Name _____ Signed _____

Position _____ Dated _____



Contacts

Ashfield District Council

Urban Road
Kirkby-in-Ashfield
Nottinghamshire
NG17 8DA

Tel - **01623 450000**

Fax - **01623 457585**

email - info@ashfield-dc.gov.uk

Website - www.ashfield-dc.gov.uk

Ashfield Homes,

Head Office,
Broadway,
Brook Street,
Sutton-in-Ashfield,
Nottinghamshire,
NG17 1AL
Company number - 4294485

Tel - **01623 608888**

Fax - **01623 608930**

email - ahlmail@ashfieldhomes.co.uk

Website - www.ashfieldhomes.co.uk

ASB Hotline

Tel - **0800 952 0193**

Support Centre

Tel - **01623 608990**

Housing Services appointment line

Tel - **01623 608999**

Tenant Participation Hotline

Tel - **0800 952 0198**

Repairs call handling centre

Tel - **0800 479 4999**

Kirkby Property Shop

Unit 2
Shopping Centre
Lowmoor Road
Kirkby-in-Ashfield
Notts
NG17 7BE

Tel - **01623 608932**

Sutton Property Shop

16 Brook Street
Sutton-in-Ashfield
Notts
NG17 1AL

Tel - **01623 608950**

Hucknall Property Shop

Council Offices
Watnall Road
Hucknall
Notts
NG15 7LA

Tel - **0115 956 8713**

Translations

هەر زانیاریهك ده‌بارهی ئاشفیلد هۆمس كه به زمانی ئینگلیزی نوسراوه ئەتوانیٔت بۆ زمانی کوردی ته‌رجومه

(Kurdish)

بکریٔت. تکایه داوای زانیاری زیاتر له ئەندامیکی ده‌سته‌ی فه‌رمانبه‌ران بکه.

Ashfield Homes 印製的所有英文刊物，都可翻譯成中文。請聯絡本處職員，查

詢詳情。

(Cantonese)

ایشفیلڈ ہومز سے متعلق انگریزی زبان میں دستیاب کسی بھی معلومات کا اردو زبان میں ترجمہ فراہم کیا جاسکتا ہے، مزید معلومات کے لیے برائے مہربانی

(Urdu)

اسٹاف کے کسی رکن سے بات کریں۔

અંગ્રેજીમાં લખેલ એશફિલ્ડ હોમસની કોઈ પણ માહિતી ગુજરાતીમાં તરજૂમો થઈ શકે -
કૃપા કરી વધારે વિગત માટે સ્ટાફના સભ્યને પૂછો

(Gujrati)

Wszelkie informacje dotyczące Ashfield Homes napisane po angielsku mogą być przetłumaczone na język polski - o dalsze szczegóły proszę zapytać osobę z personelu.

(Polish)

Toute l'information de maisons d'Ashfield est disponible dans d'autres langues

(French)

Ashfield Homes can provide information in different formats or alternatively can supply aids to enable you to view our standard publications. Tel - **01623 608888** for more information

