

WILTSHIRE COUNCIL
TENANCY AGREEMENT
IN RESPECT OF A
SECURE/INTRODUCTORY TENANCY
(please delete as applicable)

This is a weekly Tenancy Agreement between Wiltshire Council (the Council) and
XXXXXXXXXXXXXXXXXXXXXXXXX (The Tenant)

Under which the Council lets to the Tenant the dwelling named below.

Both parties have certain rights and obligations, which are set out in this
booklet. In the case of a joint tenancy the term Tenant refers to both
tenants.

Address: Tenancy no.

Commencement of Tenancy

Signed XXXXXXXXXXXXXXXXXXXX

Countersigned XXXXXXXXXXXXXXXXXXXXXXXX

On behalf of the Wiltshire Council

Dated this day of 20XX

**Please note that this is a “unified” agreement containing conditions for both Secure
and Introductory Tenants. Clauses apply to both types of tenancy unless indicated in
the clause.**

TENANCY AGREEMENT
THE COUNCIL'S OBLIGATIONS

1. To give you possession of the property at the start of the tenancy and not to disturb you or interfere with your occupation. If the Council needs to inspect the premises or carry out repairs, you will normally be given five days' notice in writing unless there is an emergency, when it may be necessary to gain immediate access.
 2. To allow certain members of your family to take over the tenancy if you die, in accordance with provisions of the Housing Act 1985.
 3. To keep the structure, exterior of the property and any communal parts in a good state of repair, including the water supply and sanitation facilities and installations for heating, hot water, gas and electricity.
 4. To decorate the outside of the property on a regular basis in accordance with the Council's Planned Maintenance Policy.
 5. To insure the structure of the property but not your furniture and personal belongings which you should insure yourself.
 6. To consult you about any housing management matter which may affect you, excluding rent and charges. **Introductory Tenants only** – However you do not have the right to vote prior to a transfer to a new landlord.
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1. **Secure Tenants only** -To allow you to take in lodgers as long as you do not overcrowd the property.
 2. **Secure Tenants only** -To allow you to buy your property in most cases, subject to the provisions of the Housing Act 1985. (More detailed information is contained in the Tenants' Handbook).
 3. To allow you to carry out repairs to your property if the Council has not completed reported repairs within a certain time. (More detailed information is contained in the Tenants' Handbook).
 4. **Introductory Tenants only** – To automatically grant you a secure tenancy, provided that the Council has not begun proceedings for possession against you, 12 months after the granting of this Introductory Tenancy.
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1. **Secure Tenants only** – Not to refuse an assignment of tenancies without good reason (More detailed information is contained in the Tenants' Handbook).
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1. **Secure Tenants only** -To allow you to carry out reasonable alterations and improvements to your property.

1. To properly serve upon you any Notice required under this agreement or any statutory requirement addressed to the tenant at the premises and either delivered to the premises by hand or sent to the tenant by recorded delivery, other than Notice of a Rent Increase which will be sent by standard post. Notice to Quit may be served at a tenant's last known address.
1. As provided for under Section 41 of the Local Government (Miscellaneous Provisions) Act, 1982, where the Council considers that a tenancy has come to an end, for example following an eviction or abandonment, the Council may, after making proper efforts to contact the former tenant, dispose of goods left behind.

Any Notice required to be served by the tenant upon the Council, as landlord should be addressed to:

**Housing Management,
Wiltshire Council,
27-29 Milford Street,
Salisbury,
Wiltshire,
SP1 2AP.**

THE TENANT'S OBLIGATIONS

1. To pay the rent and all other charges relating to the property weekly (in advance).
2. (i) To give at least 28 days' notice, in writing, to end the tenancy which must be on a Monday.
(ii) After you have given notice ending the tenancy, to allow prospective new tenants to view the property accompanied by a Council employee.

(iii) At the end of the tenancy to give the Council vacant possession and return the keys of the premises to its office at **27-29 Milford Street, Salisbury, Wiltshire SP1 2AP** by 12 noon on the Monday on which your tenancy ends, and to remove all furniture, personal possessions and rubbish, and leave the premises and the Council's fixtures and fittings in good condition, decorative order and repair. (Please note that where a property is returned in an unsatisfactory condition, the Council will enforce a policy of recharging the outgoing tenant for the cost of, for example, removing rubbish and making good for damage other than that caused by fair wear and tear.)
3. Not to assign or to give away the tenancy or part with it without the written consent of the Council.
4. **Introductory Tenants** - Not to exchange properties.

Secure Tenants - To exchange properties only with the written consent of the Council.
5. Not to use the property for any business or any other non-residential purposes without the written consent of the Council.
6. Not to, or allow your visitors, or any other persons living at the property, including children to:
 - (i) Use the property for any illegal or immoral purposes.
 - (ii) Do anything which is likely to cause nuisance, annoyance or disturbance to your neighbours. This includes;
 - a) playing loud music
 - b) arguing and door slamming
 - c) dog barking and fouling
 - d) offensive drunkenness
 - e) selling drugs and drug abuse
 - f) dumping rubbish
 - g) playing ball games close to someone else's home
 - h) using foul language or threats of violence.
 - (iii) Damage the property, its services or any other property in the ownership to the Council. This includes:
 - a) causing any damage by defacing or putting graffiti on Council property.
 - b) interfering with safety and/or security equipment in communal blocks, for example by jamming doors or letting in strangers without identification.

Please Note:

In view of growing concern over the use and dealing of illegal drugs, the Council will generally seek a Possession Order where tenants, members of their household, or visitors, are found in possession of illegal drugs at the premises or in the vicinity.

Noise from television and or music should not be audible outside of the premises between 11.00 p.m. and 7.00 a.m. and other times be at a reasonable level in order to avoid disturbing your neighbours.

Where a Notice is served or proceedings taken for nuisance, tenants and members of their household may be prevented from transferring and, if they leave the property, may be barred from the Council's waiting list.

7. (i) To keep the interior of the premises and communal areas (including any communal garden) tidy and free from rubbish. Tenants in blocks of flats with communal areas (where there is not a cleaning service provided by the Council) are expected to take their fair share in participating in a rota for cleaning these areas, this rota to be organised between the residents.

(ii) To keep in good order any garden allotted to the property, including fences and hedges.

(iii) If the Council is obliged to carry out cleaning where this should properly have been done by the tenant under this agreement, or remove rubbish which has been left in an inappropriate location, or work to a garden which has been neglected by the tenant, the Council may recharge the cost of carrying out this work.

8. To report any repairs which are the Council's responsibility promptly.

9. To repay the Council any charges that are due by virtue of its rechargeable repairs policy, which will include the cost of any repairs, which are necessary because of misuse of the property or communal areas or damage caused by yourself or any member of your household, visitors, or pets.

10. To carry out those repairs, which have been identified as your responsibility, in accordance with the list previously supplied by the Council.

11. To allow Council employees and contractors into the property at all reasonable times for purposes such as inspections, repairs, and servicing of gas appliance(s), smoke alarm(s), lifts and testing of lighting/power circuits wherever applicable, and any other function for which they are duly authorised. If it can be proved that co-operation to gain access is not being given, the Council will consider taking legal action for possession of the premises. The tenant also agrees to follow any reasonable safety recommendations made in the course of the servicing or testing.

12. **Secure Tenants** - To obtain written permission before you carry out any improvements or alterations to the property. Permission will **not** normally be given for ponds or swimming pools on safety grounds, and where it is, it will be subject to the pond/pool being properly filled in if the address is vacated.

Introductory Tenants – Not to carry out any alterations or improvements to the property.

13. Parking areas may only be used by yourself, members of your household and visitors for taxed and roadworthy cars and motorcycles.
14. (i) Not to park, or allow visitors or any member of your household to park any vehicle or trailer on any grass verge or amenity area maintained by the Council.
- (ii) Not to park, or allow any other person to park commercial vehicles or trailers on the property, nor any untaxed or unroadworthy domestic vehicles. Written permission may be given for light vans, caravans, or boats to be parked on the property. Taxed domestic vehicles may only be parked on the property if there is a proper dropped kerb and driveway.
- (iii) Not to carry out any repairs or servicing of motor vehicles except routine maintenance on your own or any member of your household's domestic vehicle.
15. (i) Not to keep non-domestic animals or livestock without the written permission of the Council.
- (ii) Not to allow any domestic pet to cause an annoyance or nuisance to your neighbours.
- (iii) Not to allow animals in your charge to foul communal or amenity areas in the ownership of the Council.
16. You must live in the property as your main residence.
17. Not to commit or allow members of your household, lodgers or visitors to commit any form of harassment on the ground of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to the tenants or occupiers of any neighbouring properties or members of their household or visitors. This includes:-
- (i) Racist behaviour or language.
- (ii) Using or threatening to use violence.
- (iii) Using abusive or insulting words or behaviour.
- (iv) Damaging or threatening to damage another person's home or possessions.
- (v) Writing threatening, abusive or insulting graffiti.
18. Not to commit any act of violence towards, nor to abuse or threaten, any representative of the Council or its agents.
19. Not to smoke or allow members of your household or visitors to smoke in the communal hallways, stairways or landings of blocks of flats owned by the Council.