

WILTSHIRE COUNCIL
TENANCY AGREEMENT
IN RESPECT OF A
LEASED PROPERTY TENANCY

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

..... (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 :

I hereby accept the tenancy of the above-named dwelling at a rent of £0.00 per week from the on the conditions of tenancy set out below, which I have read and accept.

As from April 2nd 2007 the rent will be £0.00

I further acknowledge that the tenancy hereby accepted is not a Secure Tenancy by virtue of Paragraph 6 of Schedule 1 of the Housing Act 1985 and that I must vacate the property if requested to do so by the Council.

I acknowledge that I have today received the keys of the said dwelling.

Signed

Countersigned

Dated this day of 2007

WILTSHIRE COUNCIL CONDITIONS OF TENANCY – SHORT TERM LEASED PROPERTY. PLEASE NOTE THAT THIS IS NOT A SECURE TENANCY. YOU SHOULD READ THIS DOCUMENT CAREFULLY AND SEEK INDEPENDENT LEGAL ADVICE IF YOU HAVE ANY QUERIES REGARDING ITS CONTENT.

THE TENANT'S OBLIGATIONS

1. To give at least 28 days notice in writing to end the tenancy, which must be on a Monday, and to return the keys of the property to the housing department at **26, Endless Street, Salisbury, Wiltshire SP1 1DR** by 12 noon on the Monday on which the tenancy ends.
2. At the end of the tenancy, to remove all personal possessions and rubbish, and leave the property, together with all fixtures and fittings, in good condition.
3. To pay the weekly rent and all other charges relating to the property regularly and promptly on the due date.
4. Not to, or allow your visitors, or any other persons living at the property, including children, to:
 - a) Use the property for any illegal or immoral purposes.
 - b) Do anything, which is likely to cause nuisance, annoyance or disturbance to your neighbours. This includes;
 - i) Playing loud music
 - ii) Arguing and door slamming
 - iii) Dog barking and fouling
 - iv) Offensive drunkenness
 - v) Selling drugs and drug abuse
 - vi) Dumping rubbish
 - vii) Playing ball games close to someone else's home
 - viii) Using foul language or threats of violence.
 - ix) Damage to the property, its services or any other property in the ownership of the Council. This includes causing any damage by defacing or putting graffiti on Council property, and interfering with safety and/or security equipment in communal blocks, for example by jamming doors or letting in strangers without identification.
5. To keep the interior of the property and communal areas clean and tidy and free from rubbish and keep in good order any garden allotted to the property.
6. Not to redecorate the interior or exterior of the property.
7. To promptly report any repair issues.
8. 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.
9. To carry out those repairs, which have been identified as your responsibility, in accordance with the list previously supplied by the Council.
10. To permit the Council's Leasehold Management Officer to enter and inspect the property on a regular monthly basis to ensure that the conditions of the tenancy are being observed and to determine any work of maintenance and repairs required, and to permit the landlord, Council Officers and workmen to enter the property to complete such repairs. Where access is needed for a repair or servicing associated with a safety issue, e.g. Gas servicing, and co-operation is not received in gaining access, the Council may take legal action for possession of the property.

11. Not to keep pets, non-domestic animals or livestock.
12. Not to use the property for non-residential or business purposes.
13. Parking areas may only be used by you, members of your household and visitors for taxed and roadworthy cars and motorcycles.
14.
 - (a) 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 within the premises.
 - (b) Not to park, or allow any other person to park commercial vehicles or trailer on the premises, 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 premises if there is a proper dropped kerb and driveway.
 - (c) Not to carry out any repairs or servicing of motor vehicles at the premises except routine maintenance on your own or any member of your household's domestic vehicle.
15. Live in the property as your main residence.
16. Not to assign, sub-let or otherwise part with possession of the property or any part thereof.
17. Not to commit or allow members of your household, 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:-
 - a) Racist behaviour or language.
 - b) Using or threatening to use violence.
 - c) Using abusive or insulting words or behaviour.
 - d) Damaging or threatening to damage another person's home or possessions.
 - e) 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. Under no circumstances will the tenant be permitted to make any alterations or additions to the property, (repairs which are identified as your responsibility excepted), or to erect any garage or other structure on the premises.

20. The Council may require you to transfer to accommodation more suited to your housing needs if, in the opinion of the Council, this is necessary to more effectively meet the housing needs of the district. In this instance you would be obliged to give vacant possession of the property.
21. Entry into possession of the property by the tenant shall be conclusive evidence of their acceptance of these conditions of tenancy.

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 three days' notice in writing unless there is an emergency, when it may be necessary to gain immediate access.
- 2) The Council, in partnership with the landlord, undertakes to maintain 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.
- 3) To properly serve upon you any Notice required under this agreement or any statutory requirement addressed to the tenant at the property and either delivered to the property by hand or sent by recorded delivery, other than Notice of a Rent Increase which will be sent by standard post.
- 4) 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.