Kettering Borough Council Introductory Tenancy Agreement
With provision to convert to a Secure Tenancy Agreement

Landlord’s Name and Address

For the purposes of Sections 47 and 48 of the Landlord and Tenant Act 1987, the landlord's name and address is: Kettering Borough Council, Municipal Offices, Bowling Green Road, Kettering, Northants NN15 7QX. The words “we”, “us” and “our” refer to your landlord.

Tenant’s Name(s)

The words “you” and “yours” refer to the tenant. Where there are joint tenants the word “you” applies to each tenant and both individually have the full rights and responsibilities set out in this Tenancy.

Commencement of Tenancy

This Tenancy Agreement (“The Tenancy”) begins on

(date keys received)

Your liability to pay rent begins on

Monday

Unless condition 1.3b applies your tenancy will convert to a secure tenancy on …………………………., being the first anniversary of this agreement.

Address of Property

In this tenancy the words “property”, “premises” and “home” refer to the whole property, including fixtures and fittings, the garden(s), outbuildings, paths, hedges, trees, fences and communal areas if you live in a block of flats.

Monday
Rent and Charges

The full rent for the property is: £

The service charge is: £

Total amount payable is: £

Your rent and charges will be reviewed annually to take effect from the first Monday in April.

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Kettering Borough Council’s Duties as your Landlord

Listed below are some of our main duties as your landlord of the tenancy. A full explanation of all our duties to you can be found in the Tenant’s Handbook given to you with this agreement.

CD. 1 Insurance

We will insure the structure of your home against loss or damage by fire and other risks. This does not include your contents such as furnishings, glazing, decorations, carpets, laminate flooring or your personal belongings.

CD. 2 Repair

We will repair the structure and exterior of your home when necessary. We will maintain all fittings for supplying water, gas and electricity from the meter to your property.

We will repair and keep in working order the items which supply the heating, water heating, gas, water and electricity to your home. We will repair any communal areas such as entrances, halls, stairways and lifts.

CD. 3 Gas Service

We will make sure that all our gas appliances have a service and a safety inspection every 12 months but we are not responsible to you if we cannot do this because you do not let us in to do the work.

CD. 4 Notices

All letters and notices will be delivered or served to you at your home or last known address.
Tenant’s Rights

Listed below are some of the main terms and conditions of your tenancy. A full explanation of your terms and conditions can be found in the Tenant’s Handbook.

1.1 Security of Tenure

You have the right to possession of your home from the start of your tenancy and we will not unreasonably or unnecessarily interfere or disturb you.

1.2 The Right to Notice of Legal Action

Before commencing legal proceedings against you we will serve you with a notice telling you why we are asking the court for a possession order.

1.3 Secure Tenancy

1.3a This introductory tenancy will automatically convert to a secure tenancy on the first anniversary if:

• we have not applied to court for a possession order prior to that date and
• the introductory period has not been extended and
• you have not given up the tenancy.

At that time you will gain:

• The Right to Buy - You have the right to buy your home at a discount, if you have been a tenant for at least three years
• The Right to Exchange
• The Right to take in Lodgers and sublet part of your property.
• The Right to carry out improvements

1.3b If the Council extends your introductory tenancy it will become a fixed term tenancy for 2 years from the end of the extension period.

1.4 The Right to Consultation

You have the right to be consulted about important changes that could affect you, such as, how your home is managed, changes in services or facilities and variations to your tenancy agreement.

1.5 The Right to Information
You have the right to clear information about Kettering Borough Council as your landlord and about your rights and responsibilities as a tenant.

1.6 The Right to Repair

You have the right to have certain repairs, which might affect your health or safety, done within timescales set out in the Tenant’s Handbook.

1.7 The Right to request a Review

If you are served with a Notice of Extension or a Notice of Termination you have the Right to Request a Review of the decisions.

1.8 The Right to Succession

Providing you did not succeed to your tenancy, in the event of your death, your spouse, your partner or your civil partner will have a right to the tenancy.

1.9 The Right to Assign

In certain circumstances you have the right to assign (pass on) your tenancy to someone else. You must get our permission in writing first.

1.10 The Right to make Improvements

1.10a You have the right to make certain improvements, alterations and additions to your premises with our written permission.

1.10b You are responsible for any fixtures and fittings that you install.

1.10c If you make improvements or alterations without our written permission we can remove them and charge you the costs.

1.10d You have the right to claim compensation at the end of your tenancy for certain improvements that were carried out with our written permission.

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Tenant’s Responsibilities

Listed below are some of the main terms and conditions of your tenancy. A full explanation of your terms and conditions can be found in the Tenant’s Handbook

2.1 Tenancy Agreement
You must comply with all of the conditions in this Tenancy Agreement and the accompanying Tenants Handbook. Failure to do so may result in court action and the loss of your home.

**2.2 Occupation**

2.2a You must use the premises as your only or main private home.

2.2b You must tell us if your property will be empty for more than 28 days.

2.2c You must not run a business from the premises without our permission in writing.

2.2d You must not allow your property to become overcrowded

**2.3 Rent and Charges**

Rent and charges are due each Monday for the week ahead. If you choose to pay fortnightly or monthly then rent and charges are due in advance.

**2.4 Other Charges**

All repairs and works carried out by us, for which you are responsible, must be paid, even if the tenancy has ended.

**2.5 Behaviour**

2.5a You must make sure that every person, including children and lodgers, and any animal, living in or visiting your premises behave correctly and responsibly.

2.5b You must make sure that neither you, nor anybody living with or visiting you is involved in any criminal offence or illegal activity at your premises or in the surrounding area.

2.5c You must make sure that neither you, nor anybody living with or visiting you, including children, are not abusive to our staff or contractors at any time.

2.5d You must make sure that neither you, nor anybody living with or visiting you, cause any disturbance, harassment, annoyance or nuisance to any person in your local area.

2.5e You must make sure that neither you, nor anybody living with or visiting you, cause any damage in your local area.

**2.6 Gardens and Rubbish**
2.6a You are responsible for keeping the garden and any outbuildings, included in this tenancy, tidy, maintained and free from rubbish.

2.6b You must not allow rubbish to build up inside or outside your home and must use the correct bins and boxes provided.

2.6c You are responsible for your rubbish until it is collected and must ensure that it is securely and hygienically stored.

2.6d You must put recyclables in the correct recycling bins and boxes provided. You must not dispose of any dangerous medical waste such as needles in bins, bags or boxes.

2.6e You must not plant leylandii or any other quick growing tree or shrub in your garden without our written permission. If permission is given you must abide by the height restriction.

2.6f You must keep all hedges and trees well maintained and ensure they do not encroach or overhang public walkways and neighbouring properties.

2.6g You must not remove, alter, replace or plant any boundary hedge or fence without our written permission.

2.7 Animals and Pets

2.7a You must keep any animal that lives in your property or is visiting there, under control at all times and not allow them to cause a nuisance or a danger to your neighbours or the community.

2.7b You will need our written permission to keep certain animals or more than one at your premises as set out in the tenant’s handbook.

2.8 Dangerous substances

You must not store any explosive or flammable materials or chemicals anywhere in your house. These items should be stored safely in an outbuilding or shed.

2.9 Parking

2.9a You must not keep any illegal or un-roadworthy vehicle at your premises or on any other council land, including shared car parks.

2.9b If you want to park a vehicle on your premises you must have a properly constructed hard standing and a dropped kerb leading to it. You will need to have a SORN to store an unroadworthy vehicle on your premises.
2.9c You will need our written permission to park a caravan, boat, motor-home or trailer on the premises.

2.10 Communal Areas

2.10a It is your responsibility to keep all communal areas in blocks of flats clean and tidy and free from rubbish and obstructions. This includes floor coverings and plants inside the block and the bin store and drying area outside the block.

2.10b If you live in a block of flats with rubbish chutes, you must only use the chutes for general waste. This should be bagged where possible and in quantities that will not block the chute.

2.10c Door entry systems must be kept secure and used properly at all times.

2.10d You must not smoke or allow anyone else to smoke in any of Kettering Borough Council’s enclosed communal areas.

2.11 Repairs

2.11a You must tell us immediately about any repairs that need to be done to your home, the communal area or the surrounding area.

2.11b You must arrange the replacement or repair of any item in the premises which gets damaged by you or anybody living with or visiting you.

2.11c You are responsible for repairing, maintaining or replacing the items on the list in your tenant’s handbook.

2.12 Condition of Premises

2.12a You must keep your home clean and tidy and in a satisfactory condition. If we need to enter your property and find, that because of your lack of care, it is:

- Untidy
- Unclean
- A fire risk
- A health and safety risk
- Causing unnecessary damage to your or a neighbouring property

you must take action to improve its condition immediately.

2.12b If you do not bring the premises up to a satisfactory condition we will serve you with a Notice of Seeking Possession which may lead to legal proceedings. If, for health and safety reasons, we have to clear and clean your property you must pay the costs.

2.13 Access
2.13a You must allow our employees, agents and contractors into your home to inspect, repair and maintain your property and any neighbouring property that we own. Unless it is an emergency we will give you reasonable notice.

2.13b You must allow our housing staff into your home two weeks after signing this agreement to discuss your tenancy and periodically throughout the introductory tenancy period.

2.13d You must allow our engineer access annually to carry out a gas service and safety inspection. If access is denied we may have to obtain a court order and force entry into your home to carry out the work. All costs incurred in this process will be recharged to you.

2.14 Ending the Tenancy

2.14a You must give us at least 4 weeks written notice finishing on a Sunday to end the tenancy.

2.14b You must leave the whole premises in a clean satisfactory condition and your rent account must be clear.

2.14c You must allow a member of the housing team to visit and inspect your property before the notice expires.

2.14d On leaving your property you agree that any of your belongings left at the property will belong to us. You also understand and agree that we will dispose of these items as we see fit.

2.14e You must return all keys to the property, including keys to outbuildings and sheds, together with any key fobs to secure access doors, on expiry of the notice period.

2.15 False Statements

2.15a This tenancy is offered on the basis of the information provided by you on your current housing application form and this is a true statement of your present circumstances.

2.15b We may seek possession of the property if you have knowingly or recklessly made a false statement on your application form to secure this property.

Kettering Borough Council takes part in the National Fraud Initiative, which cross-checks tenancy and benefit data held by the Authority with other Government...
agencies and departments. This is for the prevention and detection of tenancy and benefit fraud.

I/We have received the keys to the property.

I/We understand that this property is not suitable for a pet.

I/We accept the property schedule as being a true representation of the condition of the premises.

I/We have received a copy of the Tenant’s Handbook which contains the full terms and conditions of this tenancy.

Signed by Tenant 1

Signed by Tenant 2

Signed for and on behalf of Kettering Borough Council

Date

Date

Date