Kettering Borough Council Fixed Term Tenancy Agreement
(5 Year)
Known as a Flexible Tenancy under the Housing Act 1985

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., NN157QX. 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

Your liability to pay rent begins on

This Tenancy Agreement (“The Tenancy”) ends on

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.
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.

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.

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**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 given to you with this agreement.

**1.1 Security of Tenure**

You have the right to possession of your home from the start of your tenancy to the end of the fixed term 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 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.

**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 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.

1.8 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.

1.9 The Right to Exchange

1.9a You have the right to swap properties with tenants of this council, a tenant from another council or a tenant from another social housing provider.

1.9b All tenants involved will need to obtain written permission from their landlord.

1.10 The Right to take in a lodger or sublet part of your home

You have the right to have someone else move into your home to live with you. Your property must not become overcrowded.

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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 given to you with this agreement.

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, within a suitable timescale, we may start legal proceedings which could involve serving you with a Notice of Seeking Possession. 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.

2.13c You must allow our housing staff into your home to conduct a fixed term tenancy review and assist in the process.

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.

2.14A Break and forfeiture clause

Break Clause - Flexible Fixed term tenants only

If your flexible fixed term tenancy is not secure then the Council may end it by serving a notice stating that the tenancy will end 28 days after service (‘a break notice’).

Forfeiture – Flexible Fixed term tenants only
Without prejudice to the above, if your flexible fixed term tenancy is not secure or if any of the conditions of the tenancy are not performed or observed or if any of the statutory grounds for possession exist the Council may forfeit the tenancy (without having to make any formal or legal demand for rent) by either starting proceedings seeking possession of the property or by re-entering the property or any part of it and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then the Council will not forfeit by re-entering the property.

Forfeiture does not affect the right of either you or the Council to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy.

Neither of the above affects the right of either the Council or you to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which took place before the end of the tenancy.

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

Date