

### Introductory Tenancy Agreement (Secure Life-time)

It is important that you read this document carefully before you sign it. If it is being signed by more than one person as the Tenant, each person is responsible for complying with the terms of the document throughout the life of the Tenancy. If there is anything you do not understand please ask a Neighbourhood Housing Officer or get advice from a solicitor or Citizens Advice Bureau.

This document is a Tenancy Agreement between **Ashford Borough Council** (the Council) and

<b>First Name</b>	<b>Surname</b>
<b>National Insurance Number</b>	<b>Date of Birth</b>

(the Tenant(s)).

<b>First Name</b>	<b>Surname</b>
<b>National Insurance Number</b>	<b>Date of Birth</b>

(the Tenant(s)).

for .....
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(the Property)

The tenancy is a weekly periodic tenancy which starts at 12 noon on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ and expires at 12 noon on \_\_\_\_ / \_\_\_\_ / \_\_\_\_ unless it is extended as referred to below.

You must pay the Rent every week in advance, the total of which has been notified to you.

The Tenant(s) hereby confirm that the Property has been inspected by him/her/them and it is in an acceptable condition.

Data Protection – Ashford Borough Council is the data controller for any personal information collected as part of this tenancy agreement. Your information will be used to administrate your tenancy agreement. Processing of your personal data will predominantly be conducted under a legal obligation, contractual or public task legal basis. Your personal information will be held for as long as you are a tenant plus 7yrs.

For more information on data protection including the purposes for processing, who your information may be shared with, your individual data protection rights and how to get in contact with our Data Protection Officer please see our [Housing privacy notice](#).

If you have read and understood the Obligations contained in this Agreement and wish to be bound by them, then please sign below. **You are reminded, however, that should you break any of these Obligations you risk losing your home.**

In signing this document you accept the Tenancy of the Property.

Tenant's signature:

Tenant's signature:

For and on behalf of

Ashford Borough Council:

Date:

This legally binding document contains Your Obligations to us (Ashford Borough Council) when you become our Tenant of the Property named on the front page of this Agreement. It also contains Our Obligations to you.

It is your responsibility to ensure that Your Obligations are complied with by everyone who lives at the Property or visits the Property. If they are broken we may seek possession of the Property and evict you and anyone else living there. We may also seek an injunction or take other legal proceedings to ensure that this Agreement is complied with.

In this Agreement the terms:-

- (a) us, our, we, the Council means Ashford Borough Council.
- (b) you, your, Tenant, Tenant(s)  
him, we, them means you as the Tenant of the Council, any one or all of the joint Tenants, your children and anyone living in or visiting the Property.
- (c) Property means the dwelling let by this Agreement including all land gardens and outbuildings (such as garages) let with the Property as shown for the purposes of identification only edged red on the plan attached to this Agreement.
- (d) Lodger means a person who pays you money to let them live in the Property with you.
- (e) Rent means the weekly rent payable in respect of the Tenancy, as amended from time to time and any service charges or support charges you are required to pay under the terms of this Agreement, which may also be amended from time to time.
- (f) Tenancy means your occupation of the Property.
- (g) Vehicle includes but is not limited to a car, motorbike, moped, van, lorry, caravan, boat, trailer, bus, minibuss or a heavy goods vehicle.

## **Our Obligations**

### **1. Security of Tenure**

This is an Introductory Tenancy Agreement. Anyone offered a house or flat for the first time by the Council is given an Introductory Tenancy. An Introductory Tenancy gives you fewer legal rights than if you were given a Secure Life-time Tenancy but the Introductory Tenancy will automatically become a Secure Life-time Tenancy after 12 months unless:-

- (a) we start action to evict you during the 12 month period, or
- (b) we decide to extend your Introductory Tenancy for a further 6 months.

You are effectively occupying the Property on a trial basis during the first 12 months of the Tenancy to ensure there are no problems with your occupation of the Property.

If we decide to extend your Introductory Tenancy we will serve a notice on you. You have a right to request an internal review of that decision within 14 days of receipt of the notice.

If the tenancy automatically becomes a secure life-time tenancy you will be bound by this Tenancy Agreement and will not need to sign a new one. If this Tenancy becomes a secure life-time Tenancy then we can only bring it to an end by obtaining a court order for possession. The Court will not give possession of the Property, when this Tenancy is a secure life-time Tenancy, except for one or more reasons known as 'grounds' set out in the Act (as may be amended from time to time).

### **2. Quiet Enjoyment**

We will not interfere with your right to the quiet enjoyment of the Property provided that you follow the obligations outlined in this Agreement and we will only do so to the extent we are allowed by law, which includes carrying out checks on the gas equipment in your home under the Gas Safety (Installation and Use) Regulations 1998.

### **3. Repairs**

- We will carry out those repairs to the Property that we are obliged to do by Section 11 of the Landlord and Tenant Act 1985.

This means that we will repair the structure and exterior of the Property and we will repair and keep in proper working order any installations for the supply of water, gas, electricity and sanitation and any central heating and water heating equipment that we provide. We will not be liable to carry out work or repairs which become necessary as a result of you or anyone who lives with you at the Property or visits the Property not taking proper care of the Property. Nor will we be liable to rebuild the Property should it be destroyed.

- We will keep in reasonable repair any communal areas and we will decorate them when we think necessary.

### **4. Changing the Tenancy Obligations**

Unless you consent, we will not change the obligations contained in this Agreement (apart from those relating to Rent or payments for services or facilities) without giving you a Notice of Variation first according to Section 103 of the Housing Act 1985.

## **5A. Ending the Tenancy Whilst an Introductory Tenancy**

**THIS PROVISION ONLY APPLIES WHILST THE TENANCY IS INTRODUCTORY (e.g. for the initial 12 months and any extension period).**

- Unless you surrender the Tenancy, it can only be ended by a Court Order giving us possession of the Property.
- If we decide to evict you during the Introductory Tenancy you have a right to request an internal review of the decision to seek possession within 14 days of the notice being received by you. At the possession hearing the Court will only consider whether we have followed the appropriate procedure and will not consider the facts on which our decision is based or the merits of that decision. Where the correct procedure has been followed the Court must grant a possession order.
- The provisions of Section 196 of the Law of Property Act 1925 as amended shall apply to the giving and service of all Notices and documents under or in connection with this Agreement. This means that we can serve a Notice of Seeking Possession or a Notice to Quit or any other document on you by:
  - delivering it to you personally; or
  - delivering it to the Property; or
  - sending it by post in a registered/recorded letter to the Property; or
  - any other method approved by law.

## **5B. Ending the Tenancy when a Secure Life-time Tenancy**

**THIS PROVISION ONLY APPLIES IF THE TENANCY BECOMES A SECURE LIFE-TIME TENANCY**

- Unless you surrender the Tenancy, it can only be ended by a Court Order giving us possession of the Property and the Court will not give possession of the Property back to us except for one or more reasons (known as 'grounds') set out in the Housing Act 1985 (as may be amended from time to time).
- If we want to end your Tenancy, we must first give you at least four weeks Notice to Quit in writing or a Notice according to Section 83 of the Housing Act 1985 as amended by the Housing Act 1996 before we commence legal proceedings to recover possession of the Property (unless a Court dispenses with this requirement). Also if proceedings are taken for nuisance or other anti-social behaviour the Notice will state that we may begin the Court proceedings for possession immediately.
- The provisions of Section 196 of the Law of Property Act 1925 as amended shall apply to the giving and service of all Notices and documents under or in connection with this

Agreement. This means that we can serve a Notice of Seeking Possession or a Notice to Quit or any other document on you by:

- delivering it to you personally; or
- delivering it to the Property; or
- sending it by post in a registered/recorded letter to the Property; or
- any other method approved by law.

## **Your Obligations**

### **1. Rent**

- At the commencement of your Tenancy, you must pay the first instalment of rent when you collect the keys, which will include a daily rental charge for any days up to the first Monday of your tenancy and a payment equivalent of two weeks Rent in advance.
- There after, you must pay to us your Rent, which is due weekly in advance every Monday. You must pay two weeks Rent in advance at the commencement of your Tenancy.
- Should your Rent be changed you must pay the new amount. We may change your Rent (including service and heating charges) on giving you four weeks notice We can only change your rent by what the current Government dictates for each financial year.
- You must pay any bills for gas, electricity and any other services direct to the supplier. You may have whichever supplier you choose but you must advise the supplier when you will be leaving the Property and you must take the meter reading when you leave.
- You agree that if you have outstanding rent and are in the receipt of benefits e.g. from Universal Credit, that we can ask for direct payments from the organisation or scheme, with an additional contribution from your benefits towards the rent you owe. You agree to make any renewal applications for benefits as and when required.

### **2. Nuisance and Harassment**

- You must not engage in any conduct which causes or is likely to cause a nuisance or annoyance to your neighbours, their visitors or anyone else in the locality. You must not allow anyone who lives with or visits you to do so.
- You must not harass or allow anyone who lives with you or who is visiting the Property to harass your neighbours, their visitors or anyone else in the locality. Harassment includes, but is not limited to:
  - using violence or threatening to use violence towards anyone;
  - using abusive or insulting words or behaviour;
  - causing damage or threatening to cause damage to anyone's property or home;

- writing threatening, abusive or insulting graffiti;
  - engaging in any conduct calculated to interfere with the peace or comfort of any person;
  - harassment by reason of age, race, gender, religion, culture, sexuality, mental health or disability.
- You must ensure that the noise generated from in and around the Property is kept to a minimum and you must not allow any noise to be heard beyond the boundaries of the Property such as to cause a nuisance between the hours of 11 p.m. and 7 a.m.

### **3A. Use of the Property Whilst an Introductory Tenant**

**THIS PROVISION ONLY APPLIES WHILST THE TENANCY IS INTRODUCTORY (e.g. for the initial 12 months and any extension period).**

- You must live in the Property as your only main home.
- You may work from home or run your own small business from home, but you need to get our permission to do so first. We will not withhold our permission unreasonably, but you may need to get planning permission if you want to turn part of the Property into an office or business premises.
- You must not allow the Property to be used for any criminal, illegal or immoral purpose. In particular, you must not allow anyone living in the Property to be involved in supplying any prohibited or controlled drug (whether in the Property or not).
- You must not commit an indictable offence within the Property or within the locality of the Property.
- You must not take in lodgers or sub-let or part with possession of any part of the Property.
- You must not sub-let or part with possession of the whole of the Property.
- You must not allow the Property to become overcrowded.
- You must not cause a member of your household to leave the Property by using or threatening to use violence against them or members of their family or other members of your household.
- You must not be absent from the Property for more than eight weeks without our written permission. If you do not get written permission, you are putting your Tenancy at risk and we may treat the Property as abandoned.
- You cannot exchange your Tenancy with any other tenant.
- You cannot transfer the Tenancy unless you are ordered to by a Court or in other very rare circumstances.

- You cannot exercise the Right to Buy (although the period of the Introductory Tenancy may count towards the Right to Buy).

### **3B. Use of the Property as a Secure Tenant**

#### **THIS PROVISION ONLY APPLIES IF THE TENANCY BECOMES SECURE**

- You must live in the Property as your only or main home.
- You may work from home or run your own small business from home, but you need to get our permission to do so first. We will not withhold our permission unreasonably, but you may need to get planning permission if you want to turn part of the Property into an office or business premises.
- You must not use or allow the Property to be used for any criminal, immoral or illegal purpose. In particular, you must not allow anyone living in the Property to be involved in supplying any prohibited or controlled drug (whether in the Property or not).
- You must not commit an indictable offence within the Property, or in the locality of the Property.
- You must not sublet or part with possession of the whole of the Property.
- You must not sublet or part with possession of part of the Property unless you first get our written permission to do so. We will not refuse permission unreasonably.
- You must not allow the Property to become overcrowded.
- You must not cause a member of your household to leave the Property by using or threatening to use violence against them or members of their family or other members of your household.
- You must not be absent from the Property for more than eight weeks without our written permission. If you do not get written permission, you are putting your security of tenure at risk and we may treat the Property as abandoned.
- You must not assign the tenancy (that is transfer the tenancy to another person) unless it is in accordance with Sections 91 and 92 of the Housing Act 1985.

This means that an assignment can only take place if it is by way of a mutual exchange, or if it occurs in pursuance of a Court Order in certain matrimonial proceedings, or if it is to a person who would be legally qualified to succeed you. Should you wish to assign the tenancy to a person entitled to succeed you, then you must first contact us to get our written permission. We will not refuse permission unreasonably. In deciding whether to give our permission, we will take into account any Rent arrears, whether the Property will become under or over occupied and any other relevant circumstances of your case.

This is a secure Tenancy and you can only assign it to another person with a secure tenancy.

#### 4. Looking after the Property

- You must not damage or neglect the Property or allow anyone who lives with you or who is visiting the Property to damage or neglect the Property.
- You must keep the Property in a good state of repair. This means you must repair replace or renew all items that we are not obliged to repair, replace or renew.
- You must notify us promptly of any repairs to the Property which are our responsibility. You may be held responsible for any damage caused by a delay in reporting such works.
- You must keep the interior of the Property clean and in a reasonable state of decoration.
- In the New Quarter West/New Quarter East housing developments or any further new build properties added to housing stock of the Council from 2020, no decorating can take place on these properties during first 12 months of the tenancy. After 12 months, written permission must be sought from the Council.
- You must keep any yard, garden or outbuilding of the Property in a clean, neat and tidy condition and free from rubbish. Gardens must be well tended and weed-free and lawned areas must be kept mown.
- You are responsible for the care of any existing trees on the Property and must not allow any trees or tree roots to cause a nuisance or damage to any other person or property. You must not plant any new trees within twenty feet [6.1 Metres] of any buildings on the Property.
- You must not interfere with any trees, hedges or fencing that belongs to the Council unless you have obtained the Council's prior written permission to do so.
- You must not put rubbish, vehicle parts, boats or trailers in any garden, unless you have our written permission. If you do this without our permission, we may come onto the Property and take the items away. If we do this we will charge you for the cost of doing this and, you will have to pay us the cost of removing, storing and disposing of the items. We will not be responsible for any loss you incur as a result of such action.
- You and anyone living with you or visiting the Property must not leave any rubbish, store any personal belongings or cause any obstruction to the common areas of any building which you are allowed to use or on any land or car parking area near the Property.
- If any item, personal belongings or rubbish belonging to you is left in the common areas of any building or on our land then we reserve the right to remove it and charge you for the costs of removing, storing and disposing of it if it is not claimed by you within a reasonable time of its removal. We will not be responsible for any loss you incur as a result of such action.
- You must not store rubbish at the Property and must keep it free from bad smells.
- You must not use, or store or allow to be stored on the Property or any common parts any inflammable, explosive or combustible substance or firearm including (but not only) flue-



less bottled gas heaters, paraffin or oil heaters, bottled oxygen or other bottled gas unless you have our written permission.

- You must leave the Property in a good state of repair, decoration and in a clean and tidy condition at the end of your Tenancy. If you do not, we will do the necessary repair work and clean the Property, the costs of which will be payable by you.
- We accept no responsibility for anything left in the Property at the end of the Tenancy and if anything is left in the Property we may dispose of it without warning you and charge you for doing this. We will not be responsible for any loss you incur as a result of such action.
- You must allow our employees, representatives and contractors to access the property to carry out a safety check, audit or service on any electrical or gas supply or appliance that we are responsible for maintaining.
- You must allow us or our contractors to access the Property at least once a year in order for us to carry out our statutory obligations as your landlord under the Gas Safety (Installation and Use) Regulations 1998. Not allowing access to your Property for the Gas Safety checks to be carried out will be a breach of your Tenancy.
- You must keep the Property free from vermin. Any infestation e.g. rats, must be treated or reported promptly. You must not feed large birds, such as pigeons or seagulls, outside the Property where this is likely to cause a nuisance to neighbours.
- You must not keep mobility scooters, motorbikes, mopeds, bicycles or perambulators in internal communal areas, or any other items that can catch fire or cause an obstruction, unless you have obtained the Council's prior written permission to do so.
- In the New Quarter West/New Quarter East housing developments or any further new build properties added to housing stock of the Council from 2020 or any other property whereby designated bike/bicycle storage has been provided, this designated bike/bicycle storage area is the only permitted area to store bikes/bicycles. In such properties, bike/bicycles must not be brought into or carried through any communal areas, (other than to access the designated bike/bicycle storage) or stored on balconies.
- Smoking, vaping or the use of electronic cigarettes is not permitted in any internal communal areas – including stairwells, lifts, corridors and communal rooms.
- If you are in breach of any of these obligations we may come onto the Property to do any work to remedy your breach ourselves and charge you the cost of doing this.

## **5. Alterations and Improvements to the Property**

- You have the right to make improvements to your home, but you must not make any alterations or improvements to the Property without first getting our written permission to do so and any necessary planning permission and/or building regulation approval. We may attach conditions to our permission and you must comply with these.
- You must make sure that any work done to the Property is done to a proper standard and in accordance with our permission.

- You are not permitted to removed or replace any integrated white goods/appliances in the property, which includes but is not limited to the following: Fridge, freezer, oven, hob, microwave, extractor fan, boiler and heating system e.g. radiators.
- If you do not get our permission, do the work badly, or do not comply with any conditions that we set, you will have to pay the cost of any works required to correct or make safe the work that you have had done.
- You are responsible for repairing and maintaining all improvements and fixtures that you install at the property. If you leave the property you must either leave any improvements you have made or you must put the Property back the way it was before you carried out the works. If we require the improvements to be removed and you fail to do so the Council may remove them and charge you for the cost of doing so.

In the New Quarter West/New Quarter East housing developments or any further new build properties added to housing stock of the Council from 2020, no decorating or improvements can take place on these properties during first 12 months of the tenancy. After 12 months, written permission must be sought from the Council as detailed above.

## **6. Vehicles**

- Any vehicle parked on the Property must be roadworthy and be fit for use on a public road, unless you have obtained our written permission to do so.
- You must not put caravans, vehicles, trailers, boats or parts from any of these in the Property's garden without our permission.
- You must not repair or allow to be repaired any vehicle on any part of the Property unless it is routine repair on your own vehicle.

## **7. Animals**

- You must not keep any dog as described in Section 1 of the Dangerous Dogs Act 1991, any animal described in the Dangerous Wild Animals Act 1976 without any license from the local authority, or any livestock.
- You are permitted to keep other pets but they are your responsibility and you must not allow any animal or bird to cause an inconvenience, nuisance or annoyance to anyone in the locality.
- If your pet causes an inconvenience, nuisance, or annoyance then we can withdraw our permission for you to keep a pet at any time. We will do this by giving you notice that your pet is causing a nuisance and you will be given an opportunity to re-home your pet. If you do not re-home your pet within the reasonable time provided in the notice, then you will be in breach of the terms of this Tenancy.
- You should not allow any animal kept by you or visiting the Property to foul the Property including shared areas, roads, footpaths and play areas in the local area. Where fouling does occur you must remove and hygienically dispose of the faeces immediately.

- If you have a pet you are required to keep it in a different part of the Property if possible when the Council's officers, agents or contractors visit the Property.

Animals are not permitted in the communal flats of Independent Living Schemes or Supported Accommodation or in the New Quarter West/New Quarter East housing developments or any further new build properties added to housing stock of the Council from 2020. However, discretion may be exercised by the Council on a case by case basis to allow this.

## **8. Council Officers**

- You must not obstruct, abuse, harass, threaten or assault any of the Council's officers, agents or contractors. You must not cause, allow or encourage anyone else to do so.
- You must allow the Council's officers or agents to enter the Property to inspect the state of repair or to carry out repairs, improvements, maintenance or cleaning to the Property or any adjoining property after receiving at least 24 hours written notice from us.
- You must allow the Council's officers or agents to enter the Property immediately should it be necessary in the event of an emergency, for example flooding from the Property.
- You must allow the Council's officers or agents to access the Property in order to carry out the appropriate checks under the Gas Safety (Installation and Use) Regulations 1998.
- You must allow the Council's officers or agents to access the Property in order to carry out the appropriate checks in accordance with any written permissions that have been sought by the tenant and either granted by the Council in accordance with this agreement or in contemplation of granting the permission sought in accordance with this agreement.

## **9. Ending Your Tenancy**

- You may end your tenancy by giving us at least four weeks notice in writing. This notice must expire at 12 noon on a Monday. You must also provide the Council with your forwarding address.
- If you are a joint tenant, the tenancy will end if either you or the other joint tenant gives notice to the Council of his/her wish to end the tenancy. You will not have an automatic right to remain in the Property.
- You and everyone else living at the Property must move out by the time the notice expires. You must remove all personal items, furniture and rubbish from the Property and you must return all sets of keys and door entry fobs to us as instructed. If the Council does not receive all the keys and fobs as instructed, then the locks to the Property will be changed and you will be charged for this work.
- You must notify any utility suppliers (gas, electricity, etc.) of the date that you will be leaving the Property and take your own meter readings.
- If you or anyone else remains in the Property after the Tenancy has ended, then we will charge you for its use.

- If anything is left in the Property we may dispose of it without warning you and charge you for doing this.
- You must allow the Council and any prospective tenants to inspect the Property at reasonable times once you have given us notice to end your Tenancy prior to your vacating the Property.

## 10. Notices

Pursuant to Section 48(1) of the Landlord and Tenant Act 1987, the Council's address for the service of all Notices (including Notices to end the Tenancy) is:-

Ashford Borough Council  
Civic Centre  
Tannery Lane  
ASHFORD  
Kent  
TN23 1PL

Please note that if a Tenant is under 18 years of age Ashford Borough Council declares that it holds the Tenancy on trust for the Tenant until he or she becomes an adult according to the Trust of Lands and Appointment of Trustees Act 1996. This makes no difference to the Council's obligations ("Our Obligations") or the Tenant's obligations ("Your Obligations") that are set out in this Agreement.

**This Document is Available in Other Languages and Formats**

August 2021