

Tenancy Agreement

This is a legal contract.
It describes our and your rights and responsibilities.

Introductory/secure tenancy (delete tenancy type that does not apply)

If introductory the tenancy will become secure on.....

provided it has not been extended.

Number of keys issued.....

This weekly tenancy starts on

The first full weekly period starts on

Details of the property rented by this agreement

Address	
Type of property	

Name of the tenant(s)

Title	First name	Surname

Current weekly charge for the tenancy

Total rent breakdown	

Please note that water and heating charges are not eligible to be covered by housing benefit or the rent element of Universal Credit. This means you will have to pay them even if you receive these benefits. These must be paid in advance.

Your rent is due weekly in advance. Paying by direct debit is our preferred method of payment. If you do not have a bank account we can help you to set one up. If you do not, or cannot, set up a direct debit it will not be treated as a breach of this agreement.

Former tenancy arrears (this paragraph is applicable only if details have been inserted by us)

If this paragraph is completed it means that this is an exceptional case and the council has granted you a tenancy of this property even though you still have arrears from another previous tenancy, which you must now pay.

You must pay us the debt of £..... at the rate of £ per week in addition to the rent for your home as stated in this agreement.

The amount and period of instalments may be varied from time to time by agreement between you and the council. The payment of this debt amounts to additional rent for the property in this agreement.

The payment of this debt will discharge your liability for rent arrears, charges and/or other debts incurred by you at your previous home/tenancy.

Signed (tenant 1):

Signed (tenant 2):

Signed (authorised officer):

This document sets out the legal agreement between The Council of the Borough of Luton and you as a council tenant. We recognise that renting a home is a complicated legal arrangement, and we have sought to set this agreement out as simply as possible. For an overview of the main headings, please refer to the contents page.

If you wish to seek legal advice about this tenancy agreement, you may wish to talk to the Citizens Advice Bureau, a solicitor or a professional housing advisor.

Your landlord is The Council of the Borough of Luton.

If the Council plan any changes to this tenancy agreement we must first seek your views. If we decide to make any changes you will be informed in writing if these changes are to go ahead, and will be given at least 28 days' notice.

Your tenancy is a weekly tenancy which runs from Monday to Sunday. Your tenancy will start on the date indicated on the first page of this agreement. The weekly rent and all other charges relating to the property are due on each Monday, in advance. You owe us rent from the first day of your tenancy. This means that if you started your tenancy on any day other than a Monday, your first rent payment will be due on that first day of your tenancy and is worked out in proportion to the number of days in the first week, or part week, that you will hold your tenancy.

Contracts (Rights of Third Parties) Act 1999

Please note that a person or party who is not a party to this contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this contract.

Please be aware that you should read and understand this agreement in its entirety.

Contents

Definitions	Page 4
Your tenancy	Page 5
Notices	Page 7
Your rent and other charges	Page 8
Repairs and improvements	Page 9
Community responsibilities	Page 12
Living in your home	Page 16
Living in Sheltered accommodation	Page 20
Tenant involvement	Page 22
Moving to another home	Page 23
Leaving your home and ending your tenancy	Page 25
Acceptance of tenancy statement	Page 27

Definitions

This section provides an explanation of the wording we have used throughout this agreement:

Communal areas – also known as shared or common parts. These are the areas of an estate or building used by all tenants. Most communal areas are found in blocks of flats and in sheltered housing schemes, but the stairs and walkways in maisonettes and the shared alleyway paths to rear gates and front doors are other examples.

Community – all the people living in a common building or street, on an estate, in a neighbourhood or in the town as a whole.

Estate – a group of properties. An estate includes the greens, roads, paths, garages, cycleway, play areas, shops and other facilities. Your property forms part of an estate.

Household – everybody living or staying in your home (called the property) including lodgers and guests.

Neighbourhood – a defined area of the town, which may include all or part of one estate or several estates.

Home – the dwelling itself including fixtures and fittings, together with any private garden, yard, outbuilding, shed, parking space, carport or attached or linked garage which you have exclusive possession of. This is usually referred to as 'your home' or 'the property' in this agreement.

Rent – the sum of the net rent and charges, changed from time to time, as set out in this agreement.

Tenant – the person(s) named in this tenancy agreement. If it is more than one person, 'you' applies to each and every tenant equally.

Tenancy - possession or occupancy of a council home owned by Luton Council on payment of rent.

Vehicle – a means of transport which can include a car, bus, lorry, motorcycle, moped, bicycle, boat, trailer, caravan, motor-home or mobility scooter.

Principal home – main home or where you live most of the time.

Illegal animal - an animal that is not permitted under English law.

The terms 'us' or 'we' mean The Council of the Borough of Luton ('Luton Council').

'High-rise' means any flat in a building which has over five storeys.

'Low-rise' means any flat in a building which has five storeys or less.

'Hardstanding' means a paved or tarmac driveway or area that is set aside for parking.

Your tenancy

1. You become a tenant of Luton Council when you sign this tenancy agreement and/or you occupy the property as your only or principal home.

If at any time we find that you have given false or misleading information in your application for housing then we will take steps to end your tenancy and it may result in prosecution. If you believe that any information you have given in your application up to this point may be false or misleading you must tell us immediately. This also applies where other people have given the information on your behalf.

2. There are two types of tenancy:
 - an **introductory tenancy**, and
 - a **secure tenancy**.

The front page of this agreement will tell you which you have.

3. We give you more details on the terms 'secure tenant' and 'introductory tenant' in your sign up pack.
4. Your introductory tenancy is for a trial period of 12 months. You must show us that you are responsible enough to keep your home. You must not break any of the conditions in this agreement. In particular, you must:
 - not behave anti-socially, cause a nuisance or harass other people;
 - pay your rent on time; and
 - look after your home.
5. If you keep to the conditions during the trial period, you will **automatically** become a secure tenant on the date written on the front of this agreement. The trial period will usually last for 12 months but may be extended by us for a further six months if you have breached any of the terms.

If you break any of the conditions during the trial period, we can evict you.

6. You do not have some of the rights in this agreement during your introductory tenancy. You will get these rights when you become a secure tenant. We show clearly where this applies.

Secure and introductory tenants

7. If you break any of the conditions in this agreement, we can take court action which could lead to your eviction from your home. Alternatively we may choose to seek an Injunction, issue you with a Community Protection Notice, seek a Closure Order, or use other powers which are appropriate at the time, to address the breach.

8. We can ask the court for a possession order for a number of reasons, some of which are shown below.

- **Because of your own action or the action of someone living with or visiting you (including children).**

You (or they) must have broken a condition in this tenancy agreement or given false information in your housing application.

Or

- **Because special reasons mean that we must move you out.**

This could be temporarily or permanently. We will normally offer you another suitable home. **See conditions 23 and 144 and 145** of this agreement for more details.

Joint tenancies

9. If you are joint tenants, the term tenant refers to each of you separately and jointly. This means that you are each fully responsible for keeping to this agreement. In law, this is known as 'joint and several liability'.
10. If you are a joint tenant, you must not sign a 'deed of release' to end your responsibilities without our written permission.

Under 18s

11. The Council will only give a tenancy agreement to someone under the age of 18 if a responsible person signs this agreement on their behalf as a trustee. That person accepts that any notices or demands for payment served under this agreement can be served on the trustee until the tenant reaches the age of 18.

Your responsibility

12. You are responsible for the actions of every person living in or visiting your home, including children. You are responsible for them:
- in your home, on nearby land, or in the area
 - in shared areas, such as stairs, lifts, landings, entrance halls, paved areas or shared gardens
 - on the estate/neighbourhood where you live, including the shared paths, parking, garage, shopping and play areas.

You must not allow, encourage or cause them to break any of the conditions in this agreement. Breaches by these people will be treated as breaches by you and may lead to action against your tenancy.

Notices

13. If you want to serve a notice on us, you should address it to the Service Director Housing and send it to us at:

The Housing Operations Department
Luton Council
Town Hall
Luton
LU1 2BQ

14. If we want to serve any kind of legal notice on you including a 'notice to quit' and or a 'notice of seeking possession' we can do this by:

- giving it to you or any of the joint tenants; or
- delivering or posting it to the premises or sending it to your last known address, or the last known address of any of the joint tenants.

We do not need to send or give a copy to each joint tenant.

Data protection and GDPR

15. Luton Council is committed to protecting your privacy when you use our services. We'll make sure we hold records about you (on paper and electronically) in a secure way, and we'll only make them available to those who have a right to see them. If you want to know more about how the council keeps your data safe please see our main privacy statement at www.luton.gov.uk/privacy

Your rent and other charges

16. You must pay your rent and any other charges every week. You must pay in advance.
17. If you do not pay, keep paying late or break an agreement to pay off the money you owe, we can ask the court to evict you from your home. If you have problems paying your rent, ask us for advice.
18. We can change your rent and service charges at any time. We will give you at least four weeks' written notice of the new amount to pay.
19. We have the right to introduce new services which you will have to pay for. We will write and tell you at least four weeks before we do this.

Repairs and improvements

Our responsibilities

Our repairing obligations

20. We must keep the structure of your home in a good state of repair.

We will repair and maintain the following:

The structure and outside of your home. This includes roofs, walls, ceilings, floors, window frames, outside doors, drains, gutters, soil pipes and outside pipes.

We will repair and maintain the items below as long as we have put them in ourselves:

- Kitchen and bathroom fixtures such as basins, sinks, toilets, baths and showers.
 - Heating and water-heating equipment.
 - Electrical wiring, gas and water installations.
21. We will also repair and maintain communal shared areas around your home such as stairs, lifts, landings, lighting, fire safety equipment, entrance halls, paths and paving, shared gardens and parking areas.

Length of time

22. We must do your repairs in a reasonable time. How long you will wait will depend upon how urgent the repair is. We give more details in your signup pack.
23. There are circumstances when we have the right to take possession of your home because work needs to be done on it. Examples would be if your home needed to be empty for major repairs to be done, or had to be demolished for redevelopment. In these cases we would usually offer you another suitable home.

Your responsibilities

Reporting repairs and taking care of your home

24. You must report any faults or damage immediately to Building and Technical Services (BTS).
25. You must report any theft of our fixtures or fittings immediately to your housing officer and to the Police.
26. You must take good care of your home, its fixtures and fittings and keep it in a good state of repair.
27. You must keep the decorations inside your home clean, and in good condition.

Minor repairs

28. You are responsible for minor repairs such as:
 - (a) replacing broken toilet seats, plugs and chains to sinks and baths
 - (b) replacing tap washers
 - (c) keeping air vents clear and sweeping chimneys
 - (d) supplying light bulbs and fluorescent tubes
 - (e) supplying new locks and keys

We may do the above work for you if you pay for the cost of the repair.

Tenants are not expected to repair 'sealed' lighting units, this should be reported to BTS for repair.

Improvements and alterations

29. You must not remove walls or take out any other part of your home without our written permission.
30. You must not make any improvement or alteration to your home without our written permission. We will not usually give permission if you are an introductory tenant. See **conditions 35 to 39**.

Your own equipment

31. You are responsible for repairing your own equipment such as cookers, washing machines or showers. You are also responsible for repairing and maintaining any improvement you have put in yourself – unless we have agreed in writing to do this. You must keep any improvements or alterations in good repair.

Paying for damage

32. You must pay to repair or replace items if the damage or loss is caused deliberately or by your own neglect or carelessness. You must also pay if this is caused by the actions of anyone living with you or visiting you. If you do not pay, you will have broken this tenancy agreement.

Tampering with equipment

33. You must not tamper with gas, electricity or water supplies or with the meters.

Your rights

34. You have the right to get repairs done in a reasonable time. In some cases, you have a legal right to repair. This means that you may be able to get the work done yourself and claim the cost from us. This does not apply to all repairs. Ask for more details before you arrange to have any work done.

As an introductory tenant you do not have the rights listed in conditions 35 to 39 below. You get these rights when you have become a secure tenant.

35. You have the right to carry out improvements such as:
- taking down cupboards, blocking up doorways, putting in doors
 - taking out, replacing or moving kitchen units or cupboards
 - changing windows, doors or their frames
 - putting in or changing heating
 - painting the outside of your house.
36. You must get our written permission before you start any work. We will not refuse unless there is a good reason. You may also need planning and building regulation approval. You must make sure that any work is carried out by a competent person who must comply with all relevant rules and regulations. Where appropriate you must provide the Council with safety certificates and allow us to inspect the works.
37. You will be responsible for the future repair or replacement of any alterations made by you or if you have mutually exchanged into your home and have accepted responsibility for alterations made by the previous tenant.
38. If you carry out improvements or alterations without our written permission, you will have to return your home to its original condition. If you do not, we will do this ourselves and you will be charged for the works. You must allow us access to carry out the work. If you do not pay, you will have broken this agreement and could lose your home.
39. In some cases, you can claim part of the cost of putting in the improvement if you end your tenancy.

Community responsibilities

Our responsibilities

- 40. We will give you help and advice if you report nuisance, anti-social behaviour or harassment. We will look into your complaints and decide what action to take.
- 41. Under the **Crime and Disorder Act 1998**, we will work with the Police, local residents, voluntary organisations, and businesses to make the community a better and safer place to live.

Your responsibilities

- 42. You must not use your home, any shared area or any part of the local area for any illegal activity.
- 43. You must not vandalise our property. You must not damage or put graffiti on our property.

You could lose your home if you do this – or if you allow, cause or encourage others to do this. You will have to pay for any repairs or replacements which we feel are needed.
- 44. You must not interfere with security or safety equipment. You must not jam open controlled door-entry systems and you must not allow strangers in without checking and being sure that they have a good reason to be on the premises.
- 45. You must not obstruct communal areas or gardens by putting, keeping or storing personal items in them.
- 46. You must not use parking areas at any time for business activities or business reasons.
- 47. You must co-operate with your neighbours and keep any shared areas, clean, tidy and clear from obstructions.
- 48. You must not break any of Luton Council's bye-laws.
- 49. We ask that you cooperate with the Police and officers of Luton Council during investigations into anti-social behaviour, crime or nuisance.

Nuisance, anti-social behaviour, crime and harassment

50. You must not do anything likely to cause nuisance or annoyance to any other person. This includes taking part in anti-social behaviour, crime or harassment of other people. Examples of such behaviour include:
- (a) loud noise including music, arguing, shouting and door slamming, dog barking or offensive drunkenness
 - (b) dumping rubbish or dog fouling or placing unwanted items anywhere on the estate
 - (c) breaking into another person's home, motor vehicle or any other property on the estate, including property we do not own
 - (d) damaging or threatening to damage another person's home or possessions, stealing or threatening to steal another person's possessions
 - (e) doing anything which unreasonably interferes with the peace, comfort or convenience of others
 - (f) drug abuse, selling drugs, possessing drugs or possessing drugs with the intent to supply others, allowing others to use your home for the supply or taking of drugs
 - (g) unreasonable behaviour by children living with or visiting you
 - (h) cultivation or production of cannabis and other drugs
 - (i) possession, use or storage of offensive weapons – whether your own or on behalf of another
 - (j) involvement with gangs or other organised crime
 - (k) acts or threats of discrimination, nuisance or annoyance
 - (l) sending to any person, or displaying, any written material which is threatening abusive, offensive, racist or insulting
 - (m) using or threatening to use violence, using abusive or insulting words or behaviour - this includes acts that are likely to injure, frighten or distress others, including your partner
 - (n) writing or displaying (on your premises or anywhere on the estate) any form of graffiti
 - (o) posting images of a person which are obscene, offensive or likely to cause that person distress and/or embarrassment
 - (p) sending unwanted communications including texts, telephone calls, letters, emails and messages (whether private or public) sent via social media
 - (q) keeping illegal animals

- (r) not keeping animals under control and/or allowing them to cause noise or other nuisance by their behaviour.

This is not an exhaustive list of matters we will treat as nuisance or annoyance.

- 51. You must not make false or malicious complaints about the behaviour of any other person.

Equalities: harassment and discrimination

- 52. The Council will not tolerate harassment or discrimination of its officers, tenants or residents based on any of the protected characteristics within the Equality Act 2010, particularly race, gender and disability.

You must not harass or discriminate against any person with protected characteristics

Domestic abuse

- 53. You must not inflict domestic abuse or threaten domestic abuse against any other person (living with you or living elsewhere). You must not harass or use mental, emotional, or sexual abuse to make anyone who lives with you leave your home. You risk losing your home if you do so.
- 54. We will support any person experiencing domestic abuse by giving housing advice, and in some cases, if we feel it necessary, temporary accommodation or we may consider a permanent transfer.

We will take action against any perpetrator of domestic abuse.

Parking

- 55. You must not park, or allow any motor vehicle, caravan, boat or trailer to be parked:
 - (a) anywhere on your premises, except on a hardstanding that has permission along with a dropped kerb, or in your garage
 - (b) in any parking space set aside for someone else
 - (c) anywhere that would cause a danger or inconvenience, or obstruct emergency services or other drivers
 - (d) on grass verges, pavements, footpaths grassed or landscaped areas
- 56. You must not park an unroadworthy or unsafe vehicle or trailer on your premises, or on any part of the estate/neighbourhood.
- 57. You must not park the following anywhere on your premises or on the estate:
 - (a) any commercial-type motor vehicle for example a LGV or flat bed lorry
 - (b) any motor vehicle or trailer used for or being repaired for racing

- (c) any motor vehicle or trailer waiting to be repaired – except one vehicle of your own as long as it is waiting for minor routine repairs
- 58. You must not store bottled gas or other flammable substances in or on any motor vehicle, caravan or trailer, kept on your premises.
- 59. We have the right to remove any motor vehicle, caravan, boat or trailer that is parked without permission on our land.
- 60. You must not give, rent or sell your garage, hardstanding or parking space to anyone else without our written permission.

We will not usually give permission.

Vehicle repairs

- 61. You must not (or allow others to):
 - (a) do vehicle repairs, except minor routine repairs to your own vehicle, including welding or paint spraying anywhere on your premises or on the estate
 - (b) carry on any business involving the salvage, breaking, restoration, selling or repairing of motor vehicles or trailers, or otherwise carry on these activities..

Dealing with council employees or our agents

- 62. You must cooperate with our employees and our agents.
- 63. You must not be abusive towards them, or allow them to be abused by your visitors or other people connected to you. This includes physical abuse.
- 64. You must not make threats to our employees or agents in any circumstances.
- 65. You must not damage property belonging to our employees or agents.

This applies at any time, in any place and by any means.

Support

- 66. You are required to engage with support to help you sustain your tenancy.

Your rights

- 67. Everyone has the right to enjoy life in their own way as long as they do not unreasonably upset people living near them. A good neighbour will consider and understand the needs and different lifestyles of others.

Living in your home

Our responsibilities

- 68. If we provide your home with services such as lifts, caretaking, cleaning, secure entry, communal heating or any other shared service; we will make every effort to keep them available.
- 69. There are special circumstances when we have the right to ask you to move to another home. We can move you if the property has special adaptations for a disabled or elderly person who no longer lives there.

Your responsibilities

Living in your home

- 70. You must use your council property as your only or principal home. You should move in within 14 days of the tenancy start date. If you cannot do this, you must let us know.
- 71. You must tell your housing officer if you will be away from home for more than a month. This is so that we know that you have not abandoned your home.
- 72. If you do not use the property as your only or principal home, or tell us if you are going to be away for more than a month, we will take action to end your tenancy.
- 73. You must not allow someone else to use your home as a bail address unless they are normally resident with you.

Change in circumstances

- 74. You must notify us within 14 days of any changes to your household. You must also inform the appropriate agency that provides you with financial support to pay for your home.
- 75. You must notify us of any changes in your circumstances which could affect your entitlement to the tenancy within 14 days.

Overcrowding

- 76. You must not overcrowd your home. Section 324-326 of the Housing Act 1985 will tell you how many people are allowed to live in your home. You can get more details from your housing officer.

Running a business from your home

- 77. You must not allow a business to be run from your home without our written permission. This includes internet based businesses.

Storing items which catch fire easily

- 78. If you live in a high-rise or low-rise block, you must not use or keep bottled gas, petrol, propane, or any other flammable gas or liquid anywhere on your premises.
- 79. If your home is not a high-rise or low-rise block, you may keep only the amount that you would reasonably need for domestic purposes.

Domestic appliances

- 80. You must make sure that any domestic appliances such as washing machines, dishwashers and showers are properly connected to services and do not allow water to leak into other people's premises.
- 81. You must make sure that any tumble dryer is properly vented so that it does not cause condensation to the inside of your home.

Taking care of your home

- 82. You must take all reasonable precautions to prevent fire, flood, theft, loss or damage to our property, or the property of others.
- 83. You must keep your home clean and dispose of any rubbish regularly and in the correct way.
- 84. You must not have excessive amounts of clutter or personal possessions within your home such that it becomes difficult to move through safely or that it could cause a fire safety risk.

Putting up sheds, garages or other structures

- 85. You must not put up a shed, garage, conservatory, greenhouse, aviary, pigeon loft or any other structure anywhere on your property without our written permission. In some cases you will also need planning permission and building regulations approval.

Gardens

- 86. You must keep your garden tidy, free from weeds and rubbish or other unsuitable items. You must not use it for storage. You must cut the lawn and trim any hedges and make sure that they do not overhang footpaths or other properties. We may be able to help you with this if you are elderly or disabled.
- 87. You are responsible for the maintenance of any trees within your garden. We may be able to help you with this if you are elderly or disabled. In some circumstances we may be able to do the works and arrange a payment plan with you.
- 88. You must keep your garden free from animal mess.
- 89. If you break clause 86-88 or your garden is a danger to health – and there is no good reason why you cannot clear it yourself - we will do this and charge you for the work. You must allow us access to do this. We may also take other action against you.

Shared Areas

90. You must not use any shared area for any illegal activity. This includes selling drugs or possessing drugs with the plan to supply others.

Keeping pets and animals

91. You must not keep illegal animals.
92. You must keep your pets under control and ensure they do not cause noise or other nuisance to others by their behaviour.
93. You must not use the premises for the purposes of breeding animals of any kind.
94. You must ensure that your pets do not foul shared areas, any part of the estate or any other public area. If they do you must clean up after them.
95. If any animal on your premises causes harm or nuisance to other people or causes damage to property, we will require you to remove it permanently from your home.

High-rise and low-rise flats

Living in high-rise or low-rise accommodation requires you to have extra consideration for your neighbours. The conditions in this part only apply if you live in a high-rise or low-rise block.

96. You must not install hardwood, laminate, or ceramic tiled flooring in any room of the property. You may do so if you live on the ground floor.
97. You must not throw items out of the windows.
98. You must not block any rubbish chute in the building. Should you discover a blocked chute you must inform your housing officer immediately so it can be cleared.
99. You must not leave or store any items outside of the flat which you occupy as your home unless it is in a specific area which we have set aside for that purpose. This includes items such as pushchairs, wheelchairs and mobility scooters.
100. You must not smoke in communal areas or on the balcony of your flat if you have one.
101. You must not use power points in communal areas to run or charge any of your electric devices. This includes items such as mobility scooters.

Access

102. As your landlord there are occasions where we or people sent on our behalf may need to enter the premises in order to fulfil our obligations and responsibilities to you and other residents. You must allow us access:

- to inspect the condition of your home including to make sure there are no repairs that you have not told us about
- to carry out repairs we have identified as being needed
- to carry out improvements to your home or neighbouring properties as we improve our stock or meet new safety standards
- to carry out a tenancy audit to make sure you are keeping to the terms of the tenancy and our records are up to date
- so we can read your meters
- to carry out gas or electrical safety checks if we think these are needed.

We will normally give you three days notice if we require access to your home.

In urgent cases we will only give you 24 hours notice.

In the case of an emergency likely to cause personal injury or damage to the property or other properties we will enter your home without notice.

103. You must not obstruct the Council's officers or agents when they attempt to access your home.

104. By signing this agreement you agree that we may force entry to the property if we reasonably believe that there is an emergency and you are not present, or to undertake the necessary Gas Safety Inspection if you have failed to allow us access for this purpose.

If we have to change the locks because you have not given access the cost of this will be charged to you.

105. By signing this agreement you agree that in instances where we suspect you have abandoned your home, sublet it, given false information to obtain the tenancy or otherwise committed some form of tenancy related fraud we may force entry to the property.

106. Failure to give access when it is required or obstructing officers who attempt to access your home is a breach of your tenancy and may lead to enforcement action which could mean seeking an injunction from the court to compel your compliance or seeking possession of your home.

Whenever we gain access to your home we will ensure that it is secure when we leave and that you know who to contact if we've changed the locks.

Satellite dishes and aerials

107. If you live in a flat, you must not put up a satellite dish or any other aerial. These services are provided.

CCTV

108. If you wish to install CCTV in or around your home you must get our written permission first.

Living in Sheltered Accommodation

109. You must not allow any other person to stay in your home who would not meet the criteria for sheltered housing eg: 55 years of age or over. In exceptional circumstances we may permit someone to stay with you for a short period to provide care if we are satisfied their presence will not impact other residents or put them, or you, at risk. You must get our written permission as soon as reasonably possible.
110. You must respect the views and options of other residents.
111. Shared areas within the sheltered housing scheme are for the use of all residents.

Your rights

Assignment introductory and secure tenants

112. You have the right to give your tenancy to someone else in the circumstances below as long as you get our written permission. In law this is known as an 'assignment'.
- (a) As part of a property transfer order made under section 24 of the Matrimonial Causes Act 1973, Part 2 Schedule 5 of the Civil Partnership Act 2004, Section 17 of the Family Proceedings Act 1984, or under condition 1 of the Schedule 1 to the Children Act 1989;
 - (b) To someone who would have the legal right to your tenancy if you died under the terms of the tenancy.

Secure tenants only assignment by mutual exchange

113. If you are a secure tenant, in some circumstances, you can swap your home with another council or housing association tenant as long as you get our written permission first.
114. You cannot assign your tenancy in any other circumstances. This means that you cannot transfer the tenancy of your home to anyone else except in the above circumstances.

Subletting

115. If you are an introductory tenant, you cannot sublet your home. When your tenancy becomes secure, you may sublet part of it, as long as you get our written permission. You cannot sublet the whole of your home.
116. If you sublet the whole of your home you will lose your security of tenure and we will seek possession of the property. This is a criminal offence and you may also be liable for prosecution.

Lodgers

117. You have the right to take in lodgers as long as you do not overcrowd your home. However, if you are an introductory tenant, you must get our written permission first. We will take away this permission if your lodgers do not keep to the conditions in this agreement.

Right to buy

118. If you are a secure tenant you have the right to buy your home when you have been a tenant of a public sector landlord (for example a council, a housing association, or armed forces) for a qualifying period. The qualifying period is five years if a brand new tenancy was created on or after 18 January 2005 and two years if previous tenancies were held continuously prior to that date. This may be subject to legislative change in the future.

Tenant involvement

Our responsibilities

119. We must ask for your views on any of our housing plans if they affect you. We will consult you about any major service changes or improvements we want to make. We will involve your local tenants' and residents' association in local housing issues.
120. We must ask your views about any changes we want to make to this tenancy agreement. We will then tell you in writing if the changes are to go ahead.
121. We do not have to consult you about increases in your rent or any other charges you pay – but we will tell you in writing at least four weeks before any rent change or one week before any change to other charges you pay.

Your rights

122. You have the right to see information we have about you and your household. In some cases, we will not be able to let you see everything because this may include information from or about someone else.

You can get copies of the details we hold on our files but we may have to make a small charge. Ask your housing officer for more details.

123. You have the right to apply to join a tenants' and residents' association if there is one in your area.
124. Introductory tenants do not have the right to vote before they transfer their home to a new landlord.

Moving to another council home

Your rights

125. You have the right to apply to move to another council home. You will have to go on the transfer list and wait your turn with others. However, unless there are special circumstances you will not be allowed to move if:

- (a) you owe any rent – unless you have been keeping to a repayment agreement for a set time
- (b) you have not done the repairs and decorating we have asked you to do
- (c) you have broken a condition in this agreement and we consider this break to be serious

How long you will wait for a move will depend on:

- how urgent your case is
- how many of our properties come empty
- how many other tenants are on the transfer list with a similar need to move.

126. You have the right to see our conditions for deciding who gets offered a council home.

Urgent moves for victims of racial harassment or domestic violence.

127. If we think it is necessary, we may arrange urgent moves for tenants who need to move quickly due to an emergency such as racial harassment or domestic violence. Contact your housing officer if you need more details.

Mutual Exchanges

Introductory tenants do not have the rights listed in conditions 128-130. You get these when you become a secure tenant.

128. You have the right to swap your home with another council or housing association tenant. This is called an 'exchange' or an 'assignment'. You must get our written permission first. We will not refuse unless:
- (a) one of the homes would be overcrowded
 - (b) we are taking legal action to get possession of your home or the person you want to swap with
 - (c) the exchange would mean that a home adapted for elderly or disabled people would have nobody living in it who needed the adaptation
 - (d) one of the homes would be too large or too small for the new tenants
 - (e) the tenant you want to swap with has broken their tenancy agreement
 - (f) we have a possession order against you.
- 129 We may set certain conditions that you must meet before the exchange can go ahead. These are:
- (a) you must not owe any rent (unless you have been keeping to a repayment agreement for a set time)
 - (b) you must not have caused a nuisance or caused anti-social behaviour
 - (c) you must not have broken a condition in this agreement which we consider a serious break of your duties as a tenant.
130. If you exchange without our written permission, we can take legal action to evict you.

Leaving home and ending your tenancy

Your responsibilities

131. You must give us at least four weeks' written notice if you want to end your tenancy. This notice must end on a Monday.
132. If you are joint tenants, any one of you can end the tenancy by giving us four weeks' written notice to end on a Monday. We will decide if any of the other joint tenants can stay in the home.
133. You must return all keys for your home to your housing officer or Luton Town Hall by noon on the Monday that your tenancy ends. If you do not, we will change the locks. You will have to pay for this. You will also be charged the equivalent of further weeks rent.
134. You must not leave anyone else living in your home when you move out and you must remove all of your possessions. Any possessions left in your home will be disposed of. You must not pass on your tenancy to anyone else.
135. You must arrange for us to inspect your property before you move out. We will tell you what repairs and redecoration you need to do before you go. If you do not do this work to a satisfactory standard, we will do it and you will have to pay our costs.
136. You must allow any possible new tenants to view your property before you move out. We will go with them and we will give you reasonable notice. We will not take someone to view your property unless you are at home.
137. You are responsible for keeping your property in a good state of repair, although we will take into account fair wear and tear. You must leave your home clean, and in good condition when you move out. The decoration inside your home must also be in good condition.
138. You will have to pay to repair or replace any items if the damage has been caused by neglect or carelessness by yourself or any other person. You will also have to pay for any cleaning which is necessary.
139. You must not leave any rubbish or belongings behind when you move out. If you do, we will assume that you do not want them and will dispose of them. You will have to pay for the cost of removing them. This includes eviction from your home for breach of tenancy conditions

Your rights

Succession – what happens to your tenancy if you die

140. If you die, as long as you have not received the tenancy from someone who died, the tenancy of your home will pass to:

- your husband or wife; or
- the person who has been living with you as your husband or wife, as long as they are living with you at the time of your death (this includes same sex partners).

If you do not have a husband or wife, it may pass to a relative as long as they are your:

- parent, child, grandparent, brother, sister, uncle, aunt, nephew or niece

They must also have been living with you for the previous 12 months. Your home must have been their **only or principal** home.

141. If you die while you are still an introductory tenant, the person who takes over your tenancy will also be an introductory tenant. They will become a secure tenant on the date shown on the front of this agreement. If you die when you are a secure tenant, the person who takes over your tenancy will be a secure tenant immediately.

Who is a successor?

142. If you have taken over the tenancy following the death of the previous tenant, the tenancy does not go to someone else if you die. In some cases we may allow someone living in the property to take over the tenancy or we may give them another council home more suitable to their needs.

143. There are other circumstances which could mean you are a 'successor' and your housing officer can explain these to you. If you are a successor, nobody has the legal right to take over your tenancy when you die. However, in some cases we may grant them the tenancy.

144. If the tenancy passes to a relative and the home is larger than they need we have the right to move them out. But we will offer them a suitable alternative home. We will not move your husband or wife, or the person who has been living with you as part of a couple.

145. We also have the right to ask for possession if the home has special features for a person with disabilities, or the home is one of a group of properties we let to people with special needs, and there is no longer someone who needs these facilities living there. In these cases, we may offer another suitable home.

Acceptance of tenancy statement

I have read the full details of this agreement and I understand my rights and responsibilities.

I accept the tenancy of

Declaration

I declare that the information I have given is accurate and complete to the best of my knowledge. I understand that if I have given false, inaccurate, or misleading information this could lead to the council taking steps to end my tenancy and I may be prosecuted.

I understand that if there are any material changes in my circumstances that may affect my tenancy I must notify the council within 14 days.

Tenant(s) signature(s)

Signed _____ Dated _____

Signed _____ Dated _____

Signed on behalf of The Council of the Borough of Luton

Signature _____

Name (print) _____

Post _____

Date _____

Sample