



**NORTHAMPTON  
BOROUGH COUNCIL**

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**TENANCY  
AGREEMENT**

# TENANCY AGREEMENT

This is your tenancy agreement. It sets out your obligations as a tenant and the Council's obligations as your Landlord. It is a legally binding agreement and if either side breaks the rules it lays down, the other party is entitled to take legal action to enforce it.

You should be aware that if you break this agreement you could lose your home. Please keep this document in a safe place.

If you need help translating this agreement please contact the Housing Helpline on 0845 3300637 or tick the box and take it to your nearest Housing Office.

這是你的租賃合約，它闡明身為租戶的你的責任及作為業主的區政府的義務，本合約受法定約束，如果任何一方違約，另一方均有權採取法律行動強制執行。

你應明白到，如果你違反合約，你將會失去你的住宅。請小心存放本文件。

如果你需要幫助翻譯本合約，請致電 0845 3300637  
聯絡房屋求助熱線，或在方格內劃勾然後交到與你就近的房屋辦事處。

Dukumiintigaani waa heshiiskaagii kirada. Wuxuu faahfaahinayaa waajibaadka adiga oo kireyste ah ku saaran iyo waajibaadka saaran Dawladda Hoose oo milkiilaha gurigaaga ah. Waa heshiis qaanuun ahaan ay hirgelintiisu waajib tahay, haddii midkiin uu jabiyo xeer ka mid ah xeerarka heshiiska ku qoran, midka kale wuxuu xaq u leeyahay inuu qaado tallaabo sharci ah oo xeerkaas lagu dhaqangelinayo.

Waa inaad ogaataa in haddii aad heshiisqaan jabisid ay keeni karto inaad gurigaaga weydid. Waxaa lagaa codsanayaa inaad dukumiintiga meel haboon dhigatid.

Haddii aad u baahatid in heshiisqaan lagu turjumo fadlan la xiriiir Khadka Gargaarka ee Guryaha oo ah 0845 3300637 ama calaamadi godkaan oo ula tag xafiiska guryaha ee kuugu dhow.

এইটি আপনার ভাড়া চুক্তিপত্র(Tenancy Agreement)। এতে ভাড়াটিয়া হিসাবে আপনার বিভিন্ন আইনগত দায়দায়িত্ব এবং বাড়ীওয়ালার হিসাবে কাউন্সিলের বিভিন্ন আইনগত দায়দায়িত্বগুলো বর্ণিত আছে। এইটি আইনে বাধ্যবাধকতামূলক একটি চুক্তি এবং এতে বর্ণিত নিয়মকানুনগুলো কোন পক্ষ ভঙ্গ করলে তা কার্যকরী করতে অপর পক্ষের আইনানুগ ব্যবস্থা গ্রহণ করার অধিকার রয়েছে।

আপনার জেনে রাখা দরকার যে আপনি যদি এই চুক্তি ভঙ্গ করেন তবে আপনি হয়তো আপনার ঘর হারাতে পারেন। অনুগ্রহ করে এই দলিলটি নিরাপদ স্থানে রাখুন।

এই চুক্তিপত্রের অনুবাদের জন্য যদি আপনার সাহায্যের প্রয়োজন হয় তবে অনুগ্রহ করে হাউজিং হেল্পলাইনের 0845 3300637 এই নম্বরে যোগাযোগ করুন অথবা বাক্সটিতে টিকচিহ্ন দিয়ে আপনার নিকটস্থ হাউজিং অফিসে নিয়ে যান।

ਕਲਮ ਦੇ ਕਪ ਰੂਪ ਰੋਮਾਨੋ ਅਰਕ ਪੇ ਸੁਠਾਫ ਦੇ ਕਪ ਪੇ ਕੇ ਰਾਦ ਹੈਰਕ ਰੂਪ ਹੈ - ਸੇ ਹੇਦਮਾਕਮ ਆਕ ਆ ਹੈਰਕ ਆਕ ਪੇ ਆ ਹੈ  
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Kjo është marrëveshja e qiramarrjes suaj. Ajo përcakton detyrimet tuaj si qiramarrës dhe detyrimet e Këshillit (Council) si Qiradhënësi juaj. Kjo është një marrëveshje e detyrueshme ligjore, dhe nëse njëra nga palët shkel rregullat e përcaktuara në këtë marrëveshje, atëherë pala tjetër ka të drejtë ta hedhë atë në gjyq për zbatimin e kësaj marrëveshje.

Duhet të dini që mund të humbisni shtëpinë tuaj, nëse e shkelni këtë marrëveshje. Ju lutemi, mbajeni këtë dokument në një vend të sigurtë.

Nëse keni nevojë për ndihmë me përkthimin e kësaj marrëveshje, ju lutemi të kontaktoni Linjën Telefonike të Strehimit (Housing Helpline), në numrin 0845 3300637, ose vini një shenjë në kuti dhe dërgojeni në zyrën tuaj të strehimit më të afërt.

ਇਹ ਤੁਹਾਡੀ ਕਿਰਾਏਦਾਰੀ ਦਾ ਇਕਰਾਰਨਾਮਾ ਹੈ। ਇਸ ਵਿਚ ਇਕ ਕਿਰਾਏਦਾਰ ਵਜੋਂ ਤੁਹਾਡੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਅਤੇ ਮਕਾਨ ਮਾਲਕ ਵਜੋਂ ਕੌਂਸਲ ਦੀਆਂ ਜ਼ਿੰਮੇਵਾਰੀਆਂ ਦਰਜ ਹਨ। ਇਹ ਇਕ ਕਾਨੂੰਨੀ ਇਕਰਾਰਨਾਮਾ ਹੈ, ਅਤੇ ਦੋਵੇਂ ਧਿਰਾਂ ਇਸਦੀਆਂ ਪਾਬੰਦ ਹਨ। ਜੇ ਦੋਹਾਂ ਵਿਚੋਂ ਕੋਈ ਇਕ ਧਿਰ ਇਸ ਵਿਚ ਨਿਰਧਾਰਤ ਕੀਤੇ ਗਏ ਨਿਯਮਾਂ ਨੂੰ ਤੋੜਦੀ ਹੈ ਤਾਂ ਦੂਜੀ ਧਿਰ ਇਨ੍ਹਾਂ ਨੂੰ ਲਾਗੂ ਕਰਵਾਉਣ ਲਈ ਕਾਨੂੰਨੀ ਕਾਰਵਾਈ ਕਰ ਸਕਦੀ ਹੈ।

ਤੁਹਾਨੂੰ ਪਤਾ ਹੋਣਾ ਚਾਹੀਦਾ ਹੈ ਕਿ ਜੇ ਤੁਸੀਂ ਇਸ ਇਕਰਾਰਨਾਮੇ ਨੂੰ ਭੰਗ ਕਰਦੇ ਹੋ ਤਾਂ ਤੁਹਾਡੇ ਕੋਲੋਂ ਘਰ ਖੁਸ਼ ਸਕਦਾ ਹੈ। ਕਿਰਪਾ ਕਰਕੇ ਇਸ ਦਸਤਾਵੇਜ਼ ਨੂੰ ਇਕ ਸੁਰੱਖਿਅਤ ਥਾਂ 'ਤੇ ਰੱਖੋ।

ਜੇ ਤੁਹਾਨੂੰ ਇਸ ਇਕਰਾਰਨਾਮੇ ਦੇ ਅਨੁਵਾਦ ਲਈ ਸਹਾਇਤਾ ਚਾਹੀਦੀ ਹੈ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਹਾਉਸਿੰਗ ਹੈਲਪਲਾਈਨ (Housing Helpline) ਨੂੰ 0845 3300637 'ਤੇ ਫ਼ੋਨ ਕਰੋ ਜਾਂ ਬਾਕਸ 'ਤੇ ਟਿਕ (✓) ਕਰਕੇ ਇਸ ਨੂੰ ਆਪਣੇ ਸਭ ਤੋਂ ਨਜ਼ਦੀਕੀ ਹਾਉਸਿੰਗ ਦਫ਼ਤਰ ਵਿਚ ਲੈ ਜਾਉ।

**THIS AGREEMENT is made between NORTHAMPTON BOROUGH COUNCIL (“The Council”) and you,**

.....  
.....  
.....(full name(s) of tenant(s))

for a weekly tenancy of

.....  
.....(address)

Starting on ..... (commencement date)

at a rent of £.....

plus, heating £.....

Warden charges £.....

Other charges £.....

Total rent ..... per week. This may be subject to change.  
.....

SIGNED: ..... (Tenant)

SIGNED: ..... (Tenant)

SIGNED on behalf of Northampton Borough Council .....

Full Name: ..... Designation: .....

Date: .....

**IN THE COUNCIL’S OPINION YOUR TENANCY WILL BE:-**

**AN INTRODUCTORY TENANCY FOR A TRIAL PERIOD**

**A SECURE TENANCY FROM THE BEGINNING**

**(Delete as appropriate)**

## SECURE OR INTRODUCTORY TENANCY

The Council operate an introductory tenancy regime under the Housing Act 1996. This means that most new tenants of the Council will not have full security of tenure until the end of a trial period of 12 months.

During this time the tenancy will be an introductory tenancy. At the end of the trial period the tenancy will automatically become a secure tenancy, unless before the end of the trial period the Council have begun Court proceedings for possession.

Sometimes however, new tenancies will be secure tenancies from the start. This is the case where existing secure tenants (or assured tenants of a registered social landlord) transfer or exchange to another property (whether or not the landlord is the same for both properties).

Persons succeeding to a secure tenancy following a death also are secure tenants from the beginning.

### SOME EXPLANATIONS

1. If more than one person is named as the Tenant then you will hold the tenancy jointly. You will have equal responsibility, both together and as individuals, for the payment of the whole rent and for keeping these conditions of tenancy.
2. The term "the Property" refers to the home let to you including any garden, garage, shed or outbuilding let with the home. However, it does not include a garage let to you at a separate rent. **That would be subject to a separate license agreement.**
3. In addition to what is in this Agreement, there are rules affecting your position as a tenant contained in the Housing Acts and other national laws. These cover several important rights and you will find more information about them in your Tenant's Handbook. The rights vary depending upon whether the tenancy is a secure tenancy or an introductory tenancy.

### YOUR DUTIES AS A TENANT

#### Rent

4. You must pay the rent promptly. The rent is due on a Monday and is payable fortnightly in advance. The times you should pay rent are shown on your rent details card. The Council will allow four rent free weeks in a year which are also shown on your annual rent details card.

#### Council Tax, etc.

5. It is your responsibility to pay the Council Tax or any other rates or taxes which may be charged to the occupier of the Property.

#### Care of the Property

6. You must look after the Property and take good care of it including all fixtures and fittings. This includes keeping the inside of the Property in a good state of decoration.

7. If the Property has a garden you must keep it in a good order with all hedges properly trimmed, grass cut regularly and not allowing the garden to become overgrown. You must comply with all reasonable requests from the Council regarding the maintenance, pruning or removal of trees or shrubs.
8. You must take all reasonable precautions to protect the Property against damage by fire, flood, freezing pipes, condensation or other causes.
9. You must not store any petrol or diesel driven motor in any part of the dwelling, nor any more gas or other inflammable material that is required for normal domestic use.
10. If the Property is fitted with a battery operated smoke detector you must test it regularly and replace the batteries when necessary.

### **Cleanliness and Rubbish Disposal**

11. You must keep the Property in a clean and hygienic state and you must not allow an excess of rubbish to build up on the Property.
12. Where the Property has the shared use of areas such as lobbies, staircases, landings, balconies or pathways, you must keep these clean and tidy.
13. You must not leave rubbish in the street or other areas outside the Property, except in the proper bags or bins on the days when your rubbish is collected.

### **Notifying the Council of Defects**

14. You must promptly inform the Council of any damage to the Property or of any defects in the Property which may need repair by the Council under their repairing duties (see Condition 39).

### **Access for the Council**

15. You must allow the Council's employees, agents and contractors to have access to the Property to inspect and to carry out repairs, maintenance, cleaning, disinfestation, improvements and alterations to the Property or, when necessary, to adjoining properties. This may include doing things which are your obligation under these conditions but which you have failed to do. You will be given reasonable notice of when access is required, except in an emergency. If there is an emergency, the Council may use force, if necessary, to gain entry if it appears there is a risk of personal injury or damage to property. The Council may also use force to gain entry for essential inspections or repairs (such as inspections under the Gas Regulations) where you have failed to give access after reasonable notice.

### **Alterations, etc.**

**You must have written consent before carrying out 16, 17 & 18. Any consent given under 16(i) will be subject to conditions 17 & 18 where they apply. If you are a secure tenant consent cannot be refused unless there is good reason.**

16. You must get the Council's written consent before:-
- (i) making additions, alterations, replacements or improvements to the Property or the fixtures or services in the Property;
  - (ii) decorating the exterior of the Property.
  - (iii) making any substantial alteration to the means of fencing of the Property;
  - (iv) fitting any type of aerial or satellite dish;
  - (v) cutting down any substantial tree, hedge or shrub
17. Any additions, alterations, replacements or improvements involving a gas fired appliance or gas supply pipes or fittings must be carried out by a competent and qualified person and must comply with the current Gas (Installation and Use) Regulations.
18. Any additions, alterations, replacements or improvements to the electrical systems these must be carried out by a competent and qualified person and in accordance with the Institute of Electrical Engineers.

### **Use of the Property**

19. You must use the Property as your own private home.
20. If you are away from the Property for more than four weeks you must inform the Council as soon as you are able to.
21. You must get written permission from the Council before using the Property for any business or other non-residential activity.

### **Assignment and Subletting**

22. You must not assign or transfer the tenancy to anyone else except:-
- (i) as permitted by Section 92 of the Housing Act 1985 (relating to the right of secure tenants to exchange tenancies);
  - (ii) in accordance with a Court Order.
23. You must not sublet or part with possession of the whole of the Property.
24. You must obtain the Council's written consent before subletting part of the Property. If you are a secure tenant consent cannot be refused without good reason.

### **Parking and Vehicles**

25. You, persons living with you and your visitors must not park vehicles:-
- (i) on any grass verge, footpath or amenity area;
  - (ii) on the Property except in a garage or on a driveway or hardstanding having a proper access with dropped kerbs;
  - (iii) so as to cause obstruction.
26. You must get the Council's written consent before parking any caravan, trailer or boat on the Property or in the parking places provided by the Council.

27. You must not allow any untaxed or unroadworthy vehicle to be on the Property or on any communal areas, garage forecourts or parking bays.
28. You must ensure that any vehicle maintenance carried out on or in the vicinity of the Property does not go beyond minor repairs to your own vehicles or of those living with you. Repairs must not be done at times or in a way that is likely to cause a nuisance to neighbouring residents.

### **Nuisance and Anti-social Behaviour**

29. You, your friends and relatives, and any other person living in or visiting the Property must not do anything which causes or is likely to cause a nuisance or annoyance to any other person in the local area (whether they live there or not).

The conduct to which this condition applies includes but is not limited to:-

- Playing loud music
- Intimidation and harassment
- Abusive words and behaviour
- Not keeping your pets under control
- Damage and threats of damage to the property of another person
- Shouting and rowdiness
- Violence and threats of violence
- Dumping Rubbish

30. Neither you nor any person living in the Property must use violent, abusive or threatening behaviour or language to any employee, representative or agent of the Council either at the Property or elsewhere.

### **Harassment**

31. You must ensure that neither you, nor any person living in or visiting the Property commits any acts of physical, verbal or written abuse directed at individuals or groups on the basis of their colour, race, origin, religion, disability, sex or sexual orientation.

### **Illegal Activities**

32. You must ensure that neither you, nor any person living in or visiting the Property uses it for any illegal or immoral purposes. This includes but is not limited to:-
  - receiving, handling or storing stolen goods
  - prostitution
  - supplying or possessing controlled drugs or other prohibited substances
  - possessing illegal firearms or other illegal weapons.

**Please note that you and any joint tenants are responsible for your behaviour, your childrens' behaviour and the behaviour of relatives, family & friends. We may take legal action to evict if you behave anti-socially, harass other people in the local area or use your property for illegal activities. If we do evict you based on the above we may not have to find you a new Council home.**



## **Animals**

33. You must not keep (or allow anyone else to keep) any animals or livestock in the Property except;

**Dogs** - If your tenancy is a house you may, with the written consent of the Council, keep up to two dogs.

If your tenancy is a flat or maisonette, you must not keep a dog unless the Council has given you written permission because of special circumstances.

**Cats** - You may keep up to two cats.

**Small pets** - You may keep small caged birds or animals such as budgerigars or hamsters in reasonable numbers.

**Fish** - You may keep ornamental fish.

34. You must in any event ensure that any animals you keep do not cause damage to the Property or nuisance or annoyance to other people.

35. On no account should dangerous or venomous animals be kept in the Property.

## **Recharges**

36. You must pay to the Council any costs it has incurred as a result of:-

- (a) carrying out repairs or decorations which are your responsibility under Condition 6 above but which the Council have carried out following your failure to do so;
- (b) making good any damage caused to the property by you or persons living in or visiting the Property;
- (c) taking measures as a result of any breach of your obligations under Conditions 7, 8, 10, 11, 12, 16, 17 or 18;
- (d) responding to unjustified emergency call outs made by you, any person living with you or any person on your behalf.

## **Your Duties at the end of the Tenancy**

37. When the tenancy ends you must:-

- (a) make good any repairs for which you are responsible and leave the Property in good decorative condition;
- (b) remove from the Property all personal items and furniture (except for any furniture provided by the Council). See also Condition 45;
- (c) leave the Property clean and free from rubbish and debris;
- (d) return all keys to the Council (including, where appropriate, any fobs or keys for door entry systems and keys issued for car parks);
- (e) make the premises secure.

## THE COUNCIL'S DUTIES

### Quiet Enjoyment

38. The Council acknowledges your right, subject to the terms of this Agreement, to the quiet enjoyment and use of the Property without disturbance or interference from the Council or other parties acting on the Council's behalf.

### Repairs

39. The Council must repair and maintain:-

- (a) the structure and outside of the property including gutters, drains and outside pipes;
- (b) the fittings for the supply of water, gas and electricity and for sanitation;
- (c) the fittings provided by the Council for heating the property and for hot water.

40. The Council will decorate the exterior of the Property when necessary.

41. The obligations imposed by Conditions 39 and 40 above are intended to be no greater and no less than the obligations imposed by Section 11 of the Landlord and Tenant Act 1985.

## VARIATION

42. The Council may vary the amount of the rent or other charges under the tenancy by giving you at least four weeks written notice.

43. The Council may vary the other conditions of tenancy by serving at least four weeks written notice of the variation. Before doing this, we must first invite your comments on the proposed change and take any comments you do make into consideration.

## ENDING THE TENANCY

### By the Tenant

44. You may end the tenancy by giving at least four weeks written notice to the Council ending on a Monday. If you are joint tenants a notice given by one of you will end the tenancy for all of you.

### By the Council

45. Council tenants are usually either secure tenants or introductory tenants (see the section at the beginning of this agreement). In either case the Council can only end the tenancy by getting a Court Order (and in the case of a secure tenancy this can only be done on certain specified grounds). If however at any time the tenancy is neither a secure tenancy nor an introductory tenancy (because for example you are not occupying the property as your only or principal home) then the Council may end the tenancy by serving you with 4 weeks notice ending on a Monday.

## **Items left on the Property**

46. If any furniture and effects are left on the Property after your tenancy ends, the Council may remove and dispose of them as they see fit.

## **Notices**

47. The Council gives you notice under Section 48(1) of the Landlord and Tenant Act 1987 that the address at which notices (including notices in proceedings) may be served on the Council is:- The Guildhall, St Giles Square, Northampton, NN1 1DE.
48. Any notice to be served on you may (in addition to any other methods permitted by law) be served by:-
- (a) handing it to you or anyone else on the Property; or
  - (b) whether or not you or anyone else occupies the Property by leaving it or sending it by ordinary pre-paid post to the Property; or
  - (c) by leaving it or sending it by ordinary pre-paid post to your last known place of residence if that is different from the Property
49. If you are joint tenants a notice served on one of you will be treated as served on all of you. If you should die and there is no one living in the property who has succeeded to the tenancy under the Housing Acts then any notice may be addressed to your personal representatives (without naming them) and served by any of the methods described in Condition 48 above.

