

SAMPLE

*Your  
tenancy  
agreement*



City of Westminster

# Section 1 - Introduction

In this tenancy agreement 'we', 'us' or 'our' means the Lord Mayor and Citizens of the City of Westminster, in other words the 'City Council'. 'You' means you the tenant or, in the case of joint tenancies, you and the person you have signed the agreement with.

This tenancy agreement is a legal contract between you and us. It sets out the conditions of your tenancy, and explains your and our responsibilities. You should read this agreement carefully. If you do not understand this agreement or anything in it, you should ask for it to be explained before you sign it. You could get help from a solicitor, Citizens Advice Bureau, housing advice centre or a law centre.

## PART A

### What type of tenancy do I have?

(Housing Officers to tick the correct box(es) and insert dates)

- You have an Introductory Tenancy with us which we have given you under the Housing Act 1996. It will last for one year until / / unless it is extended or we have started possession proceedings against you. After this date it will automatically become a Flexible Tenancy under the Housing Act 1985 (amended by Localism Act 2011) for a fixed term of
- 2 years  5 years

Unless your Introductory Tenancy is extended your Flexible Tenancy is due to end on / / (insert date)

- A Notice of Flexible Tenancy has been served on you that on ceasing to be an Introductory Tenancy, the tenancy will be a Flexible Tenancy.

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- You have a Flexible Tenancy with us which we have given you under the Housing Act 1985 (amended by Localism Act 2011) for a fixed term of

2 years  5 years

Your Flexible Tenancy will commence on / / and is due to end on / / (insert dates)

- A Notice of Flexible Tenancy has been served on you that the tenancy will be a Flexible Tenancy.

**Please ask your Housing Officer if you have any questions about the type of tenancy you have.**

## Joint tenancies

If you have signed this agreement with someone else (e.g. your husband, wife or civil partner) you are a joint tenant. In joint tenancies each tenant is jointly individually responsible for complying with all conditions set out in this agreement. This means that even if one tenant leaves the home the other tenant must still keep to these conditions which include continuing to pay the rent. If one tenant breaks the tenancy agreement, it will affect all of the tenants.

## Data Protection and information sharing

We will comply with the provisions of the Data Protection and Freedom of Information Acts. All or part of the information you provide may be disclosed or supplied to the Police or other agencies that are legally entitled to the information to prevent or detect crime, anti-social behaviour or fraud. If you want to see a copy of the information we hold about you, contact your area housing office. You will find more details on what information we will hold and what we will use it for in the Tenants' Handbook.

## PART B

### Types of tenancy

#### 1. Introductory Tenancy

- a. If you have an Introductory Tenancy, your tenancy will last for a 12 month trial period. At the end of the trial period, your tenancy will become a Flexible Tenancy for either 2 or 5 years as shown in Section 1 Part A of this tenancy agreement, provided you have not broken any of the conditions of your Introductory Tenancy. If you break the conditions of your Introductory Tenancy we will carefully consider what action we will take and it is possible you will be evicted from your home.
- b. If we want to end your Introductory Tenancy, or extend it for a further 6 months, we will give you a 'Notice of Proceedings for Possession' or a 'Notice of Extension', whichever is appropriate. You have the right to ask us to review our decision to serve a notice.

As an Introductory Tenant you do not have the same rights as a Flexible Tenant. This means as an Introductory Tenant you are not allowed to:

- Buy your home
- Vote to change your landlord

#### 2. Flexible Tenancy

- a. A Flexible Tenancy is a secure tenancy, but is for a fixed term. The term of your tenancy is set out in Section 1 Part A of this tenancy agreement.
- b. You have the right to remain in your home during the fixed term. We will not interfere with this right unless;
  - i. you break any of the conditions of this agreement, or
  - ii. there is any other reason under the Housing Act 1985, the Housing Act 1996 or

any law which allows us to seek possession of your home.

- c. Your Flexible Tenancy is due to end on the date shown in this agreement. However at least 8 months before your tenancy is due to end we will carry out a review of your tenancy in line with our Tenancy Policy. If we decide not to renew your tenancy we will give you at least 6 months notice of non renewal. You have the right to ask us to review our decision not to grant you a new tenancy. If the decision to end your tenancy is upheld, we will serve on you a notice requiring possession giving at least 2 months notice that possession is required. If you remain in the property after your Flexible Tenancy ends we will take action to recover the property by asking the court to make an order for possession.

**You will find more details about Introductory and Flexible Tenancies in the Tenants' Handbook.**

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# Section 2 - The tenancy conditions

This section lists your tenancy conditions. It describe the rights and responsibilities you have as a tenant and those we have as your landlord.

It is very important that you read these conditions carefully as you may lose your home if you do not keep to them. Most of the tenancy conditions are the same for Introductory and Flexible Tenancies. However, some conditions only apply to Introductory or to Flexible Tenancies. We have highlighted these conditions in blue boxes.

## Contents

1. Your rent and other charges
2. Repairs and improvements
3. Living in your home
4. Living with your neighbours
5. Ending your tenancy
6. Variation of tenancy

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# 1 Your rent and other charges

- a** You must pay your rent and other charges on time. The full charge is due on Monday every week. The Tenants' Handbook gives you details of how and where to pay these charges.
- b** We may increase or reduce your rent. If this is going to happen, we will tell you in writing and give you at least 4 weeks' notice.
- c** We may change the other charges that you pay. We will give you at least 1 week's written notice of this and tell you the date the change will start from.
- d** If heating or hot water in your home are supplied from a shared boiler and the supply is interrupted, we will decide whether or not to give you a refund. A shared boiler is one which supplies more than one property in a block.
- e** If you have a joint tenancy, each joint tenant is responsible for paying the rent, other charges and any rent owed. Even if one joint tenant leaves, both tenants will still be responsible for the full weekly charges for the property and any rent already owed.
- f** If you do not pay the rent or any amount you owe us when it is due we may apply for a court order to end the tenancy and repossess the property, or take other legal steps to recover the arrears. If we do this you will then have to pay our reasonable legal costs and expenses incurred, unless the court orders otherwise.
- g** You must also pay any rent or money you owe from any previous council tenancy. We will make arrangements with you to pay the amount you owe.
- h** If we owe you compensation for any reason, and you owe us money for rent or charges related to your home (apart from Housing or Council Tax Benefit), we will use your compensation to help pay the money you owe us.
- i** If you are receiving Universal Credit from the government to help you pay your rent and other charges, and the housing element of this is paid directly to you, you must ensure that you pay your rent in full on or before the date your rent is due.
- j** Unless there is good reason why you cannot do so, you will agree to pay your rent and other charges direct from a bank account via standing order or direct debit.

## 2 Repairs and improvements

### Our responsibilities

- a** We are responsible for keeping the following items in good working order:
- the structure and outside of buildings including drains, gutters and pipes;
  - all fittings, pipes and connections supplying water, gas and electricity;
  - all equipment for sanitation including basins, sinks, baths and toilets; and
  - all equipment that provides heating or hot water.

If you live in a flat, we aim to keep the shared areas and services including entrances, halls, stairways, lifts, passages, rubbish chutes, shared gardens and lighting clean and in a good state of repair.

If you or any member of your household or visitors cause any damage, you will have to pay the repair costs.

- b** We aim to decorate the outside of your home and the shared parts when necessary.

### Your responsibilities

- c** You must let your estate office know when a repair that is our responsibility needs to be done. You can report a repair in writing or by visiting or phoning your estate office. If the repair is an emergency and the estate office is closed, you should contact the council's out of hours emergency service. You will find details of this service in the Tenants' Handbook.
- d** You must keep your home, including its fixtures and fittings, clean and in good condition and make sure that other members of your household and people visiting your home do the same.
- e** You are responsible for minor repairs and decorations inside your home. You will find more details on this in the Tenants' Handbook.
- f** You must allow our officers and people we authorise into your home at reasonable hours to:
- inspect the state of repair of your home; and
  - carry out any work that may be necessary.

Unless it is an emergency, we aim to make and keep appointments for all inspections and repairs.

- g** In an emergency you must give our officers and people we authorise immediate access to your home.
- h** You must get our written permission before you carry out improvements or alterations to your home. You must apply for our permission, in writing, to your estate office and give full details of the work you want to carry out. You may also need planning permission. We have included details of how to apply for planning permission in the Tenants' Handbook.
- i** You must not fix, place or display a satellite dish on, or from, any part of the building.

## 3 Living in your home

- a** You must live in the property as your only or main home.
- b** You can take in lodgers or have members of your family living with you, as long as this does not cause overcrowding. If you take in a lodger, you are responsible for their and their visitors' behaviour, including any noise nuisance or damage they may cause.
- c** You can sublet part of your home, as long as you get our written agreement first. You are not allowed to sublet the whole of your home. If you do sublet part of your home, you are responsible for the behaviour of your subtenant and their visitors, including any noise nuisance or damage they may cause.
- d** Transferring your tenancy to someone else:

### Introductory Tenants only

Introductory Tenants have no right to transfer their tenancy to someone else except in the following circumstances:

- Where the court has made an order for the tenancy transfer in the course of matrimonial or family proceedings by a court order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, the Children Act 1989, the Family Law Act 1996, Civil Partnership Act 2004.
- To a 'potential successor', in other words someone who would be qualified to take over your tenancy, with our written permission, if you died immediately before the transfer took place .

You may also be entitled to a new tenancy under the Right to Exchange, if you get our written permission.

### Flexible Tenants only

You are only allowed to transfer your tenancy to someone else in the following circumstances.

- Under the Right to Exchange, with our written permission.
- Where the court has made an order for the tenancy transfer in the course of matrimonial or family proceedings by a court order under the Matrimonial Causes Act 1973, the Matrimonial & Family Proceedings Act 1984, the Children Act 1989, the Family Law Act 1996, Civil Partnership Act 2004.
- Where a Flexible Tenant wishes to exchange tenancies with another secure lifetime tenant in accordance with sections 158 and 159 of the Localism Act 2011.
- To a 'potential successor', in other words someone who would be qualified to take over your tenancy, with our written permission, if you died immediately before the transfer took place.

- e** You, or any member of your household, may not run a business from your home without our written permission. You can ask for permission from your local estate office. You may also need planning permission. We have included details of how to apply for planning permission in the Tenants' Handbook.

# 4 Living with your neighbours

## Our responsibilities

- a** We will not interfere with how you use your home as long as you keep to the terms of this agreement and do not disturb your neighbours.
- b** We will investigate any complaints of anti-social behaviour, nuisance or harassment and take appropriate action.

## Your responsibilities

- c** You are responsible for the behaviour of all members of your household, including your children and any lodgers, subtenants or visitors. This applies in your home and in the shared parts of the estate and surrounding area.
- d** You and they must not do anything or threaten to do anything which causes or is likely to cause a nuisance or annoy someone else.

Examples of activities which cause nuisance and annoyance include, but are not limited to:

- loud noise from televisions and radios;
- loud music from music systems and musical instruments;
- noisy parties;
- too much noise from DIY;
- shouting and swearing;
- door slamming;
- dogs barking and fouling;
- dumping rubbish;
- vandalism and graffiti;
- noisy activities in shared areas;
- drunken behaviour in public places; and
- feeding pigeons.

- e** You and they must not harass or threaten any other person because of race, colour, sex, nationality, religion, age, mental illness, disability, sexuality or for any other reason.

Examples of harassment include, but are not limited to:

- violence or threats of violence;
- using abusive words or behaviour;
- writing abusive graffiti;
- damaging property; and
- stalking any other person.

- f** You and they must not use your home or any shared area for any illegal activity such as using drugs, drug dealing or prostitution.
- g** You and they must not use or threaten to use violence by using physical, mental, emotional or sexual abuse against anyone legally entitled to live either in your home or in another of our properties.

- h** You and they must not damage or deface our property. You are responsible for paying for any repairs that you cause or replacing items that you, or they, damage.
- i** You and they must not interfere with security equipment, like door-entry systems and closed circuit television equipment, in shared areas. Doors must not be jammed open and strangers must not be let in without showing identification.
- j** You and they must cooperate with us and your neighbours to keep any shared areas clean, tidy and clear of obstructions.
- k** You and they must not assault or threaten any of our employees or agents or anyone else on the estate and the surrounding area.
- l** You and they must not break any of our regulations to do with your estate.
- m** You and they must not park on our property without authorisation. You and they must not block access points or obstruct emergency vehicles.
- n** You and they must not carry out non-routine car repairs, like paint spraying, or dump unwanted vehicles in shared areas.
- o** You and they must not keep a dog, bird or other animal in your home without our permission. The Tenants' Handbook gives details of when we will give permission for keeping animals.
- p** You must not keep liquid petroleum gas or any other flammable or explosive substance in your home or shared areas. You must also not do, or keep anything in these areas, which might affect the insurance of the property.
- q** If you have a garden, patio or balcony, you must keep it tidy. You must also keep emergency exits free from obstruction.

## 5 Ending your tenancy

### (i) When you decide to end your tenancy (applies to all tenants)

- a** You can end your tenancy at any time by giving us at least 4 weeks written notice. This 4 week notice period must end on a Monday.
- b** On the Monday your tenancy ends, you must return your keys to the estate office before noon. If you return your keys later than this, we will charge you the full weekly charges for the property until the end of the week in which you return them. If the Monday is a Bank Holiday, you must return your keys to the estate office before noon on the Tuesday after the holiday.
- c** You must take all your belongings and leave the property and the fixtures and fittings in a reasonable state of repair.
- d** We will charge you for the cost of removing any of your belongings that you leave behind, or for work that is necessary if you fail to leave the property clean and in a good state of repair.
- e** You must not leave anybody living in your home when you move out, for example a lodger. If you do, we will take court proceedings to remove them from the property and get the costs of doing this back from you.
- f** If you are a joint tenant, one tenant can end this tenancy by giving us at least 4 weeks notice in writing and the tenancy will end for all the joint tenants.
- g** Termination of this tenancy agreement shall not affect any other legal right or remedy either you or we may have against each other for any breach of the tenancy conditions which took place before the tenancy ended.
- h** You must allow us to inspect your home and/or show potential new tenants around your home provided we have given you reasonable notice, before the end of the 4 week notice period.

### (ii) When we want to end your tenancy

#### a. Introductory Tenants

We can only end your Introductory Tenancy with a court order. We will only ask the court for a possession order against you if you break the tenancy conditions described in this tenancy agreement.

If you break your tenancy conditions, we will serve a 'Notice of Proceedings for Possession' on you. The notice will say that the court will be asked to make an order for possession and give the reasons why the action is being taken. It will also tell you the date after which possession proceedings will start. This will be at least 4 weeks after the notice was served. You can ask us to review our decision to end your Introductory Tenancy.

## **b. Flexible Tenants**

### **During the fixed term**

We can end your Flexible Tenancy with a court order. We can only ask the court to grant a possession order against you where one or more of the reasons set out in the Housing Act 1985, exists. We have described these reasons in the Tenants' Handbook.

If 1 or more of these reasons does exist, we will serve a notice of seeking possession on you. This notice will say that the court will be asked to make an order for possession and give the reasons why this action is being taken. It will also tell you the date after which possession proceedings will start. This will be at least 4 weeks after the notice was served.

### **At the end of the fixed term**

At least 8 months before your Flexible Tenancy is due to end we will carry out a review of your tenancy. The criteria we will use when carrying out the review are set out in the Tenancy Policy. Unless there are good reasons why you cannot do so, you must take part in the review. You must disclose to us as part of the review any financial information we may require to undertake a financial assessment of your income in line with our Tenancy Policy.

If we decide not to renew your Flexible Tenancy we will give you at least 6 months notice of non renewal and the reasons for our decision. You have the right to ask us to review our decision not to grant you a new tenancy, but must do so within 21 days of the date of service of the notice of non renewal, as more fully set out in our Tenancy Policy. If the decision to end your Flexible Tenancy is upheld, we will serve on you a notice requiring possession giving at least 2 months notice that possession is required. If you remain in the property after your Flexible Tenancy ends we will take action to recover the property by asking the court to make an order for possession.

## **c. When security of tenure has been lost**

When security of tenure has been lost, for example if you fail to live in your property as your only or main home or if your tenancy is demoted, we may take action to end the tenancy.

Where you lose your security of tenure and you are an Introductory Tenant or a Flexible Tenant whose fixed term has ended, we may end your tenancy by serving you with a Notice to Quit.

Where you lose your security of tenure during the fixed term of your Flexible Tenancy, we may end your tenancy by serving you with a Break Notice stating that the tenancy will end on expiry of the notice.

In circumstances where a tenant(s) dies having lost his security of tenure during the fixed term of the Flexible Tenancy, we may end the tenancy by serving a Break Notice stating that the tenancy will end on expiry of the notice.

Any Break Notice or Notice to Quit we serve on you will give you at least 4 weeks written notice ending on a Monday. We will serve the notice on your property if you cannot be traced for us to serve the notice on you personally. If you have left someone else in the property, we will start court proceedings to regain possession of the property when the Break Notice or Notice to Quit ends.

#### **d. Serving notices**

If any notice we serve, is delivered to you or sent to you by post at the property we will consider that it has been served on you.

## **6 Variation of tenancy**

We are entitled to vary the terms of this Tenancy Agreement if you are an Introductory Tenant, a Flexible Tenant who has lost security of tenure, or are a secure periodic tenant because your Flexible Tenancy has come to an end. However, before we make any changes to this Agreement we will consult you on the terms of the proposed variation and the date upon which it is to take effect through our tenants' consultation procedures. We have described these procedures in the Tenant's Handbook.

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You can also get this agreement in large print and on audio.  
Please contact your local estate office for further information.

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