

Tenancy Agreement

For council tenancies in
Central Salford

Draft Version



November 2009

Salford City Council

salix hmes
releasing
the potential

Contents

	Introduction	Page 2
Section 1	Tenancy agreement	Page 4
Section 2	Your rights as a tenant	Page 4
Section 3	Tenant's responsibilities	Page 7
Section 4	Our responsibilities	Page 18
Section 5	Rent and other payments	Page 23
Section 6	Definitions	Page 25
Section 7	Tenants declaration	Page 27



Introduction

Salford City Council owns your property and is your landlord. The council set up Salix Homes in 2007 as an Arms Length Management Organisation. This means that Salix Homes itself is fully owned by the Council, but that it operates independently.

The meaning of this

Salix Homes manages council owned housing in Central Salford and in parts of Swinton and carries out improvements to these homes.

It is responsible for:

- Managing tenancies and estates;
- Arranging repairs;
- Letting homes;
- Collecting rent;
- Providing care-taking and concierge services;
- Formulating and carrying out improvement schemes.

The council monitors the standards and the targets which Salix Homes must meet.

The council is responsible for:

- The right to buy your home;
- Rent policies;
- Repairs policies;
- Tenancy agreements;
- Housing strategy;
- Formulating the lettings policy;
- Homelessness;
- Supported housing;
- Services for refugees and asylum seekers.



This tenancy agreement sets out your rights and responsibilities as a tenant and those of the council as your landlord and Salix Homes as your landlord's agent. Your main point of contact regarding your tenancy and your home will be Salix Homes.

Different formats

Our communities are diverse and as such we have improved the tenancy agreement to make it easier to understand. The tenancy agreement can be made available, on request, in large print, Braille, audio tape or in a different language. We recognise that a number of current and future tenants may not use English as their first language. We have access to a translation service which can help to explain the document in various community languages. If you need this facility before you sign for a tenancy, please advise Salix Homes.



For more information please contact:

Sue Sutton

Telephone 0161 779 8038

Email sue.sutton@salixhomes.org

Please read this agreement carefully before signing it. If there is anything you do not understand, you should contact Salix Homes. By signing this agreement you are agreeing to become a tenant of Salford City Council and as such the conditions of this agreement will become legally binding on you, as a tenant, the council as the landlord.

About your Tenancy Agreement

This agreement gives you the right to live in your home. We will not interfere with this right unless any of the following apply:

You break any conditions of this agreement. If you do we may take legal action to force you to meet the conditions or we may ask the court for permission to evict you.

You are living in a property which has been built or adapted for a physically disabled person and:-

- you no longer need that type of home and
- we need the property for someone else who requires a property with those adaptations.

We need to demolish, rebuild or carry out major repairs to your property which we cannot do unless you move out. In these cases we will provide you with suitable alternative accommodation, sometime of a temporary nature.

You do not use the property as your only or principal home.

Any other reason under the Housing Acts of 1985 and 1996, or under any future law.

Your Tenancy Agreement and the Housing Acts

Some of the terms of your tenancy agreement are created by statutes. If the statutes change this may automatically change the terms of your tenancy. If this should happen, we will keep you informed.

Customer Handbook

This is an explanatory booklet which will be supplied to you at the beginning of your tenancy. Another copy will be given to you if you ask us. The handbook is for clarification only. The Customer Handbook does not form part of this tenancy agreement. The handbook may be amended from time to time if further clarification is needed.



Note: Inadequate heating, blocks or leaks in the flue and lack of adequate ventilation can cause carbon monoxide poisoning. Our gas services make sure that your home is safe for you. It is important that we are allowed access to carry out this essential inspection.

Section 1 Tenancy agreement

This is a Tenancy Agreement between Salford City Council as Landlord and you (the Tenant(s)) relating to the property let to you by the council. This agreement outlines your rights and responsibilities as an introductory tenant or secure tenant of Salford City Council.

If you are an introductory tenant, your tenancy will automatically become a secure tenancy after one year, unless you break any of the conditions of the tenancy during this period, after which we may take action to end or extend the introductory tenancy. Most rights and responsibilities apply to both types of tenancy, any differences are clearly marked.

This is a tenancy agreement between Salford City Council as the Landlord and you*, the tenant known as

1. _____
2. _____
3. _____

*If this is a joint tenancy the word "you" refers to all tenants.

Name	Relationship with you	Date of birth

The Property: The property let to you is known as:

Start of the Tenancy: The tenancy is weekly and begins on _____ and the first weeks rent is due on that day.

Rent: The gross (full) rent payable is per week and is due on the Monday of each week.

Brief description of property:

The number of keys to the property we will give you is:

Type of Tenancy: Introductory ☒ Secure ☒

Section 2 Your rights as a tenant

This is a Tenancy Agreement between Salford City Council as the Landlord and you (the Tenant(s)) relating to the property let to you by the council. This agreement outlines your rights and responsibilities as an introductory tenant or a secure tenant of Salford City Council. If you are an introductory tenant, your tenancy will automatically become a secure tenancy after one year, unless you break any of the conditions of the tenancy during this period, after which we may take action to end the tenancy or extend the introductory period. Most rights and responsibilities apply to both types of tenancy, but any differences are clearly marked.

The legal rights which you have will depend upon whether you are a secure or introductory tenant. If you are a secure tenant, you will have all of the legal rights summarised below. However, if you have an introductory tenancy you have fewer rights and, where any of the following rights do not apply to this type of tenancy, this will be marked "(secure tenants only)".

1.1 Right to live in the property

You have the right to live in your home without interruption or interference from us, as long as you, those living with you or visiting your home, comply with the terms of this tenancy and have respect for the rights of others. If any of the conditions are broken we may apply to the court to end your tenancy.

1.2 Succession

If you die, your tenancy may pass to your husband, wife, partner, or civil partner as long as they were living with you at the property at the time of your death. This is called "succession". If you do not have a husband, wife, partner, or civil partner, then your tenancy can pass to another member of your family, such as, a parent,

grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece and can include a relationship by marriage or a civil partnership, a half-blood relationship or a stepchild, as long as they have been living with you continuously for 12 months or more immediately before your death.

When there are joint tenants and one tenant dies, the surviving tenant becomes the sole tenant and this counts as succession. Only one succession is allowed.

If a relative succeeds to your tenancy and if your home is considered not suitable for the needs of your relative, we may request them to move to a more suitable property. We can only insist on the use of this reason between 6 and 12 months after the previous tenant's death and only by court order, which we will obtain if your relative does not agree to move voluntarily.

If there has been a death of a member of your household, and we are first informed of this at an unreasonably late stage, preventing us from requesting a move by a successor within the time frame required by the legislation, we can still require a successor to move to a more suitable property within the terms of this agreement.

1.3 Right to Information

You have a right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and the right to buy.



You have the right to see the information which we hold about you in connection with your tenancy. This means that you can check these details to make sure they are correct. If any of these details are incorrect or misleading, you are entitled to apply to have these removed or altered or to add a statement giving your own version of the facts.



There are some circumstances in which we can refuse to let you see this information or can restrict the information we show you. If this applies, we will explain the reasons for this.



1.4 Right to be Consulted

You have the right to be consulted about any proposals for changes to the way in which we manage, maintain, improve, demolish, sell or

transfer council properties, or for changes to do with services or facilities for council tenants. If we plan to make any changes, we will tell you about these plans and give you the chance to tell us what you think about them. We will consider all the comments received before making a decision. Your right to consultation does not apply to rent or any other charges.

1.5 Right to Manage

You, together with other tenants in your area, have the right to manage your properties or certain services through a tenant run organisation. This is called the "Right to Manage". You can get information about the right to manage from Salix Homes.



1.6 Right to Repair

You have the right to have certain small, urgent repairs, which might affect your health, safety or security done quickly and easily. We

have to carry out these repairs within a certain time, and if we fail to do so you may be entitled to compensation, provided you have fully co-operated with us in getting those repairs done. Further information on the right to repair is in the Customer Handbook.



1.7 Lodgers and Subletting (secure tenants only)

You have the right to take in lodgers provided that you do not cause your home to become overcrowded. You must notify us of the name and date of birth of anyone residing in your home, and give details of the accommodation which they will occupy.

You have the right to sub-let part of your home. You must get our written permission before doing so. This permission will not be unreasonably withheld.

1.8 Right to Exchange (secure tenants only)

You have the right to exchange your home with another secure tenant or an assured tenant of a Housing Association. You must get our written permission to do this. We can only refuse this in certain circumstances, such as the condition of the property or where there is evidence of anti social behaviour and we may attach conditions to the consent which can include clearing any rent arrears.

1.9 Assignment (secure tenants only)

You can only assign your tenancy in certain limited circumstances. These are if:-

- A court has ordered you to transfer your tenancy to someone else e.g. in matrimonial proceedings;
- You are exercising your right to exchange with our permission;
- You want to assign your tenancy to someone who would be entitled to succeed to it if you had died. This is at the discretion of the landlord and can only be done with our permission.

1.10 The Right to Buy (secure tenants only)

You may have the right to buy your home if you are a secure tenant and this is your only home. The qualifying period is two years for tenants whose tenancies began before 18 January 2005 and 5 years for those beginning on or after that date. The number of years does not need to be continuous.

We can apply to suspend the right to buy on the grounds of anti social behaviour.

1.11 Right to Make Improvements (secure tenants only)

You have the right to make improvements to your home but you must get our written agreement before carrying out any improvements. Permission will not be refused unless there is good reason. You may also need planning and building regulation approval or we may attach conditions to our permission.



1.12 Right to Compensation for Improvements (secure tenants only)

If you have made improvements to your home, you may be able to claim compensation for them when your tenancy ends. Compensation is payable for eligible improvements which were started on or after 1 April 1994. For further information about the circumstances of when compensation may be payable, please see Salix Homes.



Section 3 Tenant's Responsibilities

You agree:

2.1 Possession

You must take possession of your home from the start of the tenancy and must not part with possession of your home or sub-let the whole of it. It must be your only or principal home throughout the tenancy.



2.2 Payment of rent

You must pay your rent and all other charges in accordance with clause 5.2 of this tenancy agreement.

2.3 Outgoings

You must meet all outgoing costs applying to your home including water, gas and electricity and other similar costs, whether metered or billed.

2.4 Use of your home

You must not use or allow your home to be used, for criminal, illegal or immoral acts. In particular and in addition, you must not use your home in connection with:

- Cultivating or manufacturing, selling or conspiring to sell, using, possessing or dealing in "controlled drugs" which are defined by Section 2 of the Misuse of Drugs Act 1971. You may use or possess, or a member of your household may use or possess, any "controlled drugs" which have been provided further to a lawful medical prescription to you or to that member of your household.
- the storage or manufacture of unlicensed firearms and/or offensive weapons, or similar.
- handling or storing stolen or counterfeit goods.

You or anyone living with you or visiting your home must not run a business from your home which is likely to cause a nuisance or annoyance to others. Businesses which are likely to cause a nuisance include, but are not limited to:

- car repair and maintenance
- printing
- any business which involves the use of noisy equipment, such as hydraulic equipment or industrial sewing machines
- any business that involves the use of controlled substances such as certain chemicals.

You must get our written permission to operate any business from your home. We can later withdraw permission if the business becomes a nuisance.



2.5 Insurance

You are responsible for insuring your home contents.

Note: Salix Homes offers a home contents insurance scheme. Please see your customer handbook for more information and useful contact numbers.

2.6 Overcrowding

You must not allow your home to become overcrowded. For clarification and more information please speak to us.



2.7 Nuisance

You are responsible for the behaviour of every person (including children), living in, or visiting your home. You are responsible for their

behaviour in your home, in shared areas and in the locality of your home.

You, anyone living with you or visiting your home must not do anything which causes or is likely to cause a nuisance or annoyance to any person residing, visiting or engaging in a lawful activity in the locality of your home. Nuisance amounts to anti social behaviour and this includes, but is not limited to the following:

- shouting, screaming or persistent arguing;
- fighting;
- theft, including theft of and from a vehicle;
- taking vehicles without the owners' consent;
- distributing controlled drugs;
- drug and alcohol abuse;
- playing music loudly or making other loud noise;
- banging or slamming doors;



- trespass into a neighbour's property;
- carrying out vehicle repairs on the road or on a commercial basis;
- rubbish dumping, fly tipping or lighting fires;
- allowing rubbish to accumulate in or around your home;
- failing to keep your pets under control;
- persistent dog barking;
- throwing things through or out of windows of your home, or from balconies;
- placing anything on a window ledge balcony or roof which could be a danger to anyone living in or visiting your home or the local area;
- driving or riding cars, motor cycles, trial or quad bikes, or similar, anywhere other than on the public highway or within designated areas;
- riding in or driving vehicles at excessive speed or otherwise dangerously;
- playing ball games close to properties;
- being drunk and disorderly in public;
- skateboarding and cycling on footpaths and balconies;
- breaking shared security, for example, allowing strangers to get into the building;
- vandalism, including; writing graffiti;
- prostitution;
- urinating outside your home or your neighbour's home or in public or shared areas;
- leaving syringes and/or other sharp or dangerous items in places where others may come into contact with them, rather than ensuring their safe disposal;
- dealing in pornography;
- lighting fireworks irresponsibly;
- **violent or abusive behaviour or any form of harassment.**



2.8 Harassment, racial or otherwise

You, anyone living with you or visiting your home must not harass, threaten to harass, use or threaten violence or discriminate against any person because of their race, nationality, sexuality, gender, religion or belief, age or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employees, agents or contractors. You must not encourage or allow any person to do so.



2.9 Domestic abuse

We do not consider, tolerate or condone any form of domestic abuse. If you are the victim of such abuse, we will, if you request it, provide

advice and help you to obtain the necessary support.

If you have been cohabitating with someone at your home and then one of you leaves due to abuse, or to threats of abuse, either towards the other or towards another member of the household, we may serve a Notice of Seeking Possession and apply to the court for the possession of your home.

2.10 Crime and community impact

You, anyone living with you or visiting your home must not be convicted of an indictable offence committed in or in the locality of your home. Such offences include, but are not limited to, theft, robbery, and burglary.

2.11 Damage to property

You, anyone living with you or visiting your home must not deliberately or recklessly damage or deface any property, including your own home, or which is in the locality of your home and which belongs to the council, to your neighbours, to visitors, the general public or to utility companies.

You, anyone living with you or visiting you must not interfere with or damage any equipment for detecting or putting out fires in your home or in shared areas.

You, anyone living with you or visiting your home must not tamper with the supply of any gas, electricity or water, or with any other services, meters, or warden call equipment which has been installed in your home or in shared areas. If you cause any damage and we have to repair it, we will charge you for the cost of those repairs.

2.12 Noise



You must not play, or allow to be played, any sound systems, television, record, DVD or cd player or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or which can be heard from outside your home between the hours of 11.00 pm and 8.00 am.

2.13 Pets and animals

You may keep domestic pets, such as one dog, one cat, small caged birds, fish or small mammals in your house or bungalow, provided they are well cared for and kept under proper control. You must obtain our written permission before keeping any other animal.

If your home has a shared entrance you must not keep a cat or a dog (except for a registered guide dog, disability dog or hearing dog).



Your animals must not cause a nuisance, annoyance or concern to anyone in the local area including any employee of the council or Salix Homes.

You must not allow any animals which you keep to foul in any shared areas in the vicinity of your property or on roads, footpaths or play areas in the local area. You must remove and dispose of any pet droppings hygienically.

You must not breed any animals, including birds, at your home or build a chicken or pigeon coop or an aviary without obtaining our written permission.

You must not keep livestock (which includes but is not limited to, horses, donkeys, goats, pigs, cattle, ducks, geese and chickens) at your home.

You must not keep any animals which are unsuitable, including, all wild animals, all dangerous or poisonous insects and spiders, all poisonous snakes or fish, and all large reptiles.

2.14 Gardens

You must keep any grassed areas, bushes and hedges at your home neat and tidy. You must keep your garden tidy and free from rubbish and debris. If you do not then we may clear the garden for you and charge you for the cost of undertaking the work. We will advise you of the cost before undertaking the work.



You must obtain our written permission before you put up or take down any fence or wall. If you install your own fence or wall, then you will be responsible for the maintenance of the same.

You must not erect a greenhouse, garage or shed at your home without getting our written permission. After permission has

been granted you will be responsible for maintaining the structure. You must not plant any tree without our permission.

You must not allow any hedge or bush to exceed two metres in height or overhang pavements or roads.

You must not attach, to any part of your house any barbed wire, broken glass or other material which is likely to cause personal injury.

Note: If you cannot look after your garden due to your age or disability, you should contact Salix Homes. You can arrange bulky waste collection by telephoning Salix Direct 0800 218 2000.

2.15 Internal decoration and hygiene

You must keep the interior of your home neat, tidy and clean.

You must decorate the inside of the home as often as is necessary to keep it in good condition. You must not use a textured finish wall covering (such as artex) without our written permission, which will not be unreasonably withheld.

You must use the drainage system responsibly and you must not allow a drain to become blocked as a result of mis-use. Unless you live in a flat, you are responsible for clearing and keeping clear and free from obstruction all gulleys, entrances to drains, external air bricks and vents. If you live in a flat you must not deliberately obstruct any air brick or vent.

You must dispose of your rubbish properly in line with the council's requirements. Otherwise you may be charged for any clearances required. This includes the disposal of any bulky or unusual items.

You must report to the Council, the presence, in your home, of rats, cockroaches, or any other vermin.

2.16 Flooring

You must keep the floors covered with an appropriate floor covering and in this you must take reasonable steps to alleviate any noise (relating to your choice of floor covering) from being heard in your neighbours properties.

You must obtain our written permission if any floor within your home is left without an appropriate floor covering for a period of more than 1 month.

If we are carrying out improvement works to your home which require the removal of any laminate flooring which you have installed, then you are responsible for the removal and reinstallation of the flooring. If you do not do so, we will not be responsible for any damage caused to the flooring.



2.17 Furniture

We may rent furniture to you with the home. Any furniture we rent to you is listed at the back of this tenancy agreement.

Neither you, nor any member of your household or anyone visiting your home may do any of the following:

- sell, rent or give away any of our furniture;
- recklessly or deliberately damage or vandalise our furniture;
- remove any of our furniture from your home without our written permission.



If you do we may apply to the court to evict you and to recharge you for any repairs or replacement.

You are responsible for repairing our furniture which has been accidentally or deliberately damaged by you, by, anyone living with you or by visitors to your home. If you do not carry out the repair as required, we reserve the right to carry out the necessary repairs and recover the cost from you.

You must report to us immediately any repair which needs to be carried out to the furniture that was caused by a fault or by fair wear and tear.

If you advise us that you intend to end your tenancy, we will arrange to inspect the furniture before you leave. We may charge you for broken or damaged items.

You must allow our employees and contractors to enter your home at reasonable times to inspect the furniture after we have given reasonable notice to inspect the furniture.

Note: When you sign this tenancy agreement, we will rent to you, the furniture as agreed and we will ask you to sign our list confirming which items you are renting. If we later rent more furniture to you, we will ask you to sign a new furniture list. We recommend that you insure the furniture which we rent to you on your household insurance policy. It is tantamount to theft to sell, rent or give away our furniture and the police would be informed in the event of such a theft.

2.18 Shared areas

You must keep any shared areas free from obstruction. You must co-operate with us in keeping any shared areas clean and tidy.

You must co-operate fully with any measures we take to protect the security of your and others' homes and you must keep all shared doors closed.

You, anyone living with you or visiting you must not interfere with any equipment in shared areas for detecting or for putting out fires.

2.19 Repairs and maintenance

You must take proper care of your home and report any faults or damage immediately. If arrangements have been made to visit your home to carry out a repair or inspection, you must keep the appointment. If you are unable to keep an appointment, it is your responsibility to inform us and to ensure that a further appointment is made and kept. If the fault/damage is an emergency e.g. a burst, you must allow us access as soon as this has been requested. Sometimes a repair or fault inside someone else's property necessitates access to your home. You are then responsible for giving us access to your home, when requested.



If you, anyone who lives with you or visits your home causes any damage to your home or our fixtures and fittings or to any shared areas, fair wear and tear excepted, you must carry out the repairs, if minor only, or pay any reasonable costs reasonably incurred by us in carrying out such works in default, or in carrying out such works of a more serious nature.

2.20 Minor repairs and maintenance

You must act in a tenant-like manner and you are responsible for carrying out minor repairs necessary to keep to an acceptable standard.

You must tell us as soon as possible about any repair which we have to carry out to your home.

You must carry out any repairs and maintenance for which you are responsible including, for instance:-

- Repairing and maintaining anything you have fitted in your home;
- Up-sealing a washbasin, sink or bath, etc.
- Dealing with minor plaster work
- Carrying out minor repairs to internal doors, shelves, cupboards, internal door handles and skirting boards
- Maintaining and repairing anything for which you accepted responsibility at the start of your tenancy or when the tenancy was assigned to you
- Replacing toilet seats
- Rewashing taps
- Replacing lost keys
- Ensuring that your home is effectively heated and ventilated and that air vents are kept clear and that proper venting arrangements are made for the extraction of water vapour from appliances, e.g. a tumble drier; if any condensation or consequential mould growth occurs as a result of any failure in this regard, you are responsible for its removal.

2.21 Repairs or damage of a serious nature

You are responsible for the:-

- the cost of reglazing windows broken by you, a member of your household or a visitor to your home;
- the cost of repairing any damage caused by the police, the council or it's agent if they enter your home under a warrant or other legal powers of entry;
- the cost of repairing anything damaged by you, a member of your household or visitor to your home;
- the cost of any repairs which are necessary to your property because you did not report another repair to us or which could cause further damage if not dealt with.

Note: We may carry out such repairs on your behalf but we will recharge you.

2.22 External Decoration

You must not decorate the outside of your home unless you have our written permission.



2.23 Altering or improving your home (secure tenants only)

If you are a secure tenant, you may make improvements or alterations to your home provided that you obtain our written permission first. We will only refuse permission if we have good reason to do so. If we do give permission, then we may attach conditions to it. You must keep to these. You may also need to obtain other permissions, such as planning permission or building regulations approval. We reserve the right to withdraw our permission if you do not get any other necessary permissions or if you fail to keep any of our conditions.

You need our written permission to make any alterations to gas appliances or pipe work and such alterations must be carried out by a suitably qualified Gas Safe Register contractor. If permission is granted you must allow our gas contractor or inspector, access to your property to inspect the completed work. Any defects identified will be notified to you in writing. Any works identified as dangerous will be reported to the Health and Safety Executive and details of the person/company who carried out the work, will be sent to the Gas Safe Register for investigation. All alterations carried out by you must be carried out to a competent and efficient standard.

You must obtain our written permission if you want to install a satellite dish.

You will be responsible for maintaining and or repairing any alterations or improvements you have carried out to your home.

If you are an introductory tenant you do not have the right to make alterations or improvements to your home.



2.24 Access

You must let our employees and contractors into your home to inspect its condition or that of any fixtures and fittings,

or to carry out repairs, maintenance or improvement works.

You must allow the Fire Service access to your home to carry out a home fire risk assessment.

We will give you at least 24 hours' written notice if your home needs to be inspected. In an emergency, immediate access may be required.

You must not obstruct access to your home either directly e.g. by refusing permission to enter, or by failing to keep appointments, or indirectly e.g. by causing or allowing such conditions in your home which are likely to deter our employee or contactor from entering, including the accumulation of furniture, personal belongings or stored items including unhygienic conditions. If you refuse or unreasonably fail to allow us access, we may charge you for wasted time, and take further action against you, including, but not limited to, seeking an injunction or warrant to gain access, or starting possession proceedings against you.



2.25 Gas safety

You must allow our employees or contractors access to your home to carry out a gas safety inspection. You must ensure that you have

sufficient credit on the gas and electric meters to enable the checks to be carried out. We will give you at least 24 hours written notice, unless it is an emergency. If you do not let us in we may take legal action to make you let us in or to allow us to force entry to your home.

We may recover any reasonable costs from you associated with such action. Persistent refusal of access may result in possession proceedings being started against you.



2.26 Vehicles and parking

You may not park certain vehicles, including a car, a motorbike, a boat, a caravan, a van, and a trailer within the boundaries of your home unless you have a properly constructed hard standing, driveway or a garage with direct access from the highway and unless there is an appropriate dropped curb entrance.

You may not park a vehicle of a type which is designed to be used on the road, such as a car, a motorbike, a caravan or a van on your property for more than 30 days if the vehicle is un-roadworthy; you must not park a vehicle which is designed to be used on the road, and which is un-roadworthy, on any other land which is owned by the council.

You must obtain our written permission before building a garage, car hard standing, dropped curb or driveway. You may also need planning and building regulation approval.

You, anyone living with you or visiting your home must not:

- carry out major repairs to any vehicle within the boundaries of your home, on the highway or in any other public or shared area;
- receive any type of payment for the repairing of any vehicle at your home. If we suspect that payment is being made for repairing a vehicle, at your home we may ask for proof that the vehicle is owned by you or a member of the household;
- obstruct access to any other home by parking inconsiderately;
- keep any mechanically propelled vehicle inside your home, or in any shared areas except for pedal bicycle or battery powered scooters used by elderly or disabled people and provided that they are not causing an obstruction (Examples of mechanically propelled vehicles include, but are not limited to, on and off road motorcycles, quad bikes, mini bikes or mechanically propelled scooters);
- store an "end of life" vehicle/vehicle intended for use on the road but would be dangerous to use on a road, within the boundaries of your home;
- park or drive a vehicle, which is intended for use on the road, on any open plan area, footpath or grass verge other than a mobility scooter;
- park any motor home, caravan, boat, trailer, or business vehicle at your home or on any other land owned by the Council without our prior written permission. Any vehicles larger than a transit size (3.5 tonnes or over) will not be allowed under any circumstances.

2.27 Harmful or dangerous materials

You must not keep or allow anyone living with you or visiting you to keep dangerous, offensive, harmful or inflammable materials except those that can currently and reasonably be put to medical or domestic use and in the case of liquids no more than 2 litres in quantity.

You must not store Liquified Petroleum Gas – propane or butane bottled gas cylinders in or around your property.

2.28 Absence from the property

You must notify us in writing if you are, or expect to be, absent from your home, for four weeks or more. You must ensure that we are able to contact you in your absence.

2.29 Ending the tenancy

If you want to end your tenancy you must give us at least four weeks written notice. If you do not give notice in the appropriate form you may remain liable for the rent even after you have left your home.



You must allow our employees and contractors access to your home to inspect its condition before you leave.

You must tell us about all outstanding repairs which are needed to your home before you leave and carry out any outstanding repairs which are your responsibility. We may charge you for any repairs which we have to carry out because you have neglected the property or because of any poor-quality alterations which you have carried out.

A joint tenancy will end after four weeks written notice of termination has been given by any one of the joint tenants. At the end of the notice period your home must be vacated and the keys returned to Salix Homes.

You must not allow any person to remain living in your home when your tenancy has ended. If you have any lodgers or subtenants, they must leave by the time your tenancy ends.



2.30 Moving out

At the end of the four week notice period, you must give us vacant possession of your home. You must return all the keys to us before

12 noon on the Monday at the end of the notice period. Keys handed in late may result in you being charged an extra weeks rent, or, If you fail to return your keys, we can recharge you for changing locks and obtaining new keys.

You must pay all rent and other charges which are due up to the date of the end of your tenancy, including any arrears.

When you move out of your home, you must remove all furniture (unless this has been provided by us), personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). We do not accept responsibility for anything you leave at your home.

At the end of your tenancy, you will be responsible for meeting all reasonable removal and/or storage charges for items which have been left at your home. We can immediately remove and dispose of any items left at your property which are, or, which appear to be, rubbish or beyond use. You will be issued with a key receipt when you return to us the keys to the property

that you are vacating. Once you have been issued with the key receipt we will dispose of any items left at the property unless, we have made alternative arrangements with you.

You must ensure that there are no animals left in the property when you leave and you must take reasonable steps to ensure that the property is free from rodent or insect infestation.



You must ensure the safe and proper disconnection of any gas, electricity and water supplies and of household appliances is done safely and properly and that this meets legal requirements, and includes certification when appropriate.

If you remove any fixtures or fittings which you have installed, you will be responsible for putting the property back to the way it was before you altered it. If you fail to do this we may charge you for this work. All fixtures and fittings you have installed and are leaving in the property must be in good condition and proper working order.

If you move out or if it appears that you have moved out, of your home without telling us, we may treat your home as being abandoned and will take legal action to recover possession. If we have to take legal action, we will seek to recover our costs from you.

When you leave your home it is your responsibility to ensure that we have your forwarding address in writing. If you should fail to supply us with this, we can continue to treat the property as your address for the purposes of serving letters, notices etc.

Section 4 Our Responsibilities

This information has been strengthened to make it clear what you can expect from us.

3.1 Possession

We will give you possession of your home during your tenancy.

3.2 Your right to occupy

We will not interrupt or interfere with your right to occupy your home, except when:

- we need to gain access to inspect the condition of your home or of any fixtures and fittings or we need to carry out work to your home or to a neighbouring property. Except in an emergency, we will always give you reasonable notice of this;
- we need to gain access to your home, or to a neighbouring property, to carry out urgent repairs to prevent damage either to your home or a neighbouring property. We will try to give you 24 hours written notice when possible, but in an emergency, we may not be able to;
- we need to carry out major repairs to your home and we cannot do so whilst you are living there. If this happens we will move you to alternative accommodation temporarily and cover the cost of your move;
- we are entitled to possession of your home, at the end of the tenancy.



3.3 Repair of structure and exterior

Our repairing obligations to you are contained in Section 11 of the Landlord and Tenant Act 1985, part of which reads that the landlord must:-

- "keep in repair the structure and exterior of the dwelling house (including drains, gutters and external pipes),
- keep in repair and proper working order the installations in the dwelling house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not fixtures, fittings and appliances for making use of the supply of water, gas or electricity, and
- keep in repair and proper working order installations in the dwelling house for space, heating and heating water"

Our repairing obligations arise from when you specifically report repairs.



3.4 Gas safety

We will carry out an annual gas safety inspection at your home in accordance with our statutory obligations.

3.5 External decorations

We are responsible for the exterior decorating of your home and of any shared areas. These will be decorated every few years.



3.6 Consulting you

We will consult you about housing management matters which are likely to affect you and we will take your comments into account before we

make any decision. This does not apply to changes to the rent you have to pay, although we will always give you four weeks notice of any increase.

3.7 Permission

If the terms of this agreement require you to get our written permission for something, we will only refuse this if we have a good reason for doing so. We will give you the reason in writing. If we grant you permission, this will normally have conditions attached to it. We do not charge you for giving you permission to do something, although you may incur costs to comply with a condition.

As well as getting our permission, you should also check whether planning or other permissions are needed. We reserve the right to withdraw our permission if you do not comply with any of the conditions which we make.



3.8 Anti social behaviour

If you tell us that you are the victim of anti social behaviour, we will give you help and advice.

We will respond to complaints of anti social behaviour within a reasonable time, according to the seriousness of the behaviour in question and, keep you informed about the progress of your complaint.

We will take all complaints of anti social behaviour seriously and will use available legal powers to take action if appropriate, in the circumstances.

3.9 Complaints

We will acknowledge and inform you of your right to complain. The complaints procedure is in our customer handbook.

We will investigate your complaint and, whenever possible, we will send you a written reply within 10 working days or advise you if more time is needed to investigate this.

We will monitor all the complaints we receive and use them to improve our services.

Note: If the terms of this tenancy are broken you can:

Contact us:

We will arrange to investigate your complaint and will reply directly to you, normally within 10 working days. We will advise you if more time is needed to investigate your complaint.



3.10 Use our complaints procedure:

If you are not happy with the initial response that you receive from us, you can use our complaints procedure.

3.11 Contact the Local Government Ombudsman:

The Local Government Ombudsman investigates complaints of maladministration against local authorities. Maladministration means that there has been a failure to do something which should have been done or a fault in the way in which things have been done. Before you complain to the Ombudsman, you must normally have followed the whole of our complaints procedure. You can find out more about the Local Government Ombudsman by visiting its' website at www.lgo.org.uk.

If you break the terms of this agreement, we can, if we consider it appropriate:

3.12 Apply for an Injunction

An injunction is a court order which either prevents you from doing something or orders you do something. If the terms of an injunction are broken, this may be contempt of court which can be punished by a fine or a prison sentence.

3.13 Apply for an Anti Social Behaviour Order ("ASBO")

This allows a local authority and the police to apply to the Magistrates' court for an order to prevent the anti social behaviour of anyone aged 10 or older. The subject of an ASBO must have behaved in a way likely to have caused harassment, alarm or distress to at least one person outside their own household. When an ASBO is made, it can require the perpetrator to stop behaving in an anti social way and/or exclude them from a certain area. An order lasts for at least two years and a prison sentence of up to five years may be given if it is broken.

3.14 Draw up an Acceptable Behaviour Contract ("ABC")

An acceptable behaviour contract can be used to tackle anti social behaviour, particularly for a teenager. An ABC is usually an individual written agreement between an individual, the police and the local housing department. If a child is under 10 a parental responsibility contract may be entered into with the parent or guardian on their child's behalf. An ABC requires an individual not to continue with certain acts that are anti social.



3.15 Carry out work or take action and charge you for it

If you fail to do something which is your responsibility under the terms of this agreement, we may arrange for it to be done and re-charge you. We will also seek to recover from you the cost of any action which we take against you through the court, for any breaches of this agreement.

3.16 Dispose of your belongings

If you leave any of your belongings in your home or anywhere else after you have moved out, we have the right to remove and dispose of them. We will try to give you prior notice of this.

3.17 Prevent you from transferring to another property or from exchanging your property with another person

We may prevent you from transferring to, another property or refuse permission to exchange your home with someone else.

3.18 Demote your tenancy

If you have a secure tenancy, under the Anti Social Behaviour Act 2003, we have the right to apply to the county court for a demotion order if you or someone living with you or visiting your home has been acting or threatening to act in an anti social manner. This would end your secure tenancy and replace it with a less secure type of tenancy which we could end more easily if the anti social behaviour continued. If your tenancy is demoted, you will lose a number of the rights which you enjoyed as a secure tenant, including the right to buy your home and the right to exchange.

3.19 Refuse any future applications for housing

If you are evicted for breaking the terms of this agreement on the ground of anti social behaviour, we can refuse your application to join our Housing Register in the future on the basis that you are unsuitable to be our tenant.

3.20 Involve the police

If we believe that you are guilty of a criminal act, we can refer this matter to the police for them to investigate and, if appropriate, to take action against you.



3.21 Extend an introductory tenancy

If you have an introductory tenancy, we may extend this by up to a further six months. If we intend to do this we will serve a notice of extension on you at least eight weeks before the end of the initial period of your tenancy and you then have a right to request a review of this decision.

3.22 Begin possession proceedings

We may ask the court to evict you from your home. The procedure in connection with possession proceedings will depend upon whether you have a secure, introductory or demoted tenancy.

If you are an introductory tenant:

Before we can apply to the court to end your tenancy, we will serve you with a notice that explains our intention to apply to the court for an order for possession of your home. This notice will give you the reasons for this decision and a date after which proceedings may be started. You have the right to ask us to review our decision, but if you fail to request a review or if our decision is upheld at a review, we will apply to the court to end your introductory tenancy and the court will grant the order provided that the proper procedures have been followed.

If you are a secure tenant:

Before we apply to the court for a possession order we will serve you with a Notice of Seeking Possession.

This notice will give you the reasons for our decision and a date after which proceedings may be started.

The grounds for seeking possession are in Schedule 2 of the Housing Act 1985

If you are a demoted tenant:

The procedures are similar to those of an introductory tenant.

3.23 Notice to Quit

In some circumstances, you may lose the security of your tenancy. This can occur, for instance, if you have another home. If you do lose the security of your tenancy, we may serve a Notice to Quit on you.

A court may order you to leave the property before the end of the contract if any of the following occur;

- you become bankrupt or you obtain a Debt Relief Order;
- your belongings are seized by bailiffs; or
- you enter into a voluntary arrangement with people you owe money to.

If any of these things happen we have the right to enter the property, after the bailiffs evict you following a court order for possession. We will start this process by sending you a notice in line with the procedure set out in section 6 of the Housing Act 1988. We will only enter the property and take possession if a court allows us to do this.



3.24 Service of Notices

Any letter, notice, or other document, including a notice to quit, can be served on you by delivering it to and leaving it at your home or by sending it to your address by post. Either of these procedures will be good service for all purposes.

We will assume that you have received all letters, notices and other documents within 72 hours if we post them or within 24 hours if they are delivered to your home by hand.

Any letters notices or other documents from you to us should be sent or hand delivered to Salix Homes or to any other address to which you may be advised to send/deliver your notice or letters.

3.25 Requesting written permission

You need the written permission of Salix Homes to comply with some conditions in this agreement. Requests for written permission should be made in writing to

Salix Homes
Diamond House
2 Peel Cross Road
Salford
M5 4DT,

or e-mail
enquiries@salixhomes.org

NOTES: Even if we give our written permission, you may still need to get planning permission and comply with building regulations, in some circumstances. We may withdraw our permission if a nuisance is caused, or if an alteration or addition to you home becomes unsightly or a danger, or if the structure of the home is damaged. Permissions are not only to safeguard the home, but also to make sure that any work done could not injure you or any other person.

Section 5 Rent and other payments

This section is about rent and is more detailed in the new agreement. It tells you about the importance of paying your rent and what will happen if you do not pay, but also how to get help and advice if you need it.

4.1 This comprises your rent and other charges which are due on Monday of each week and you must pay them on time. The rent is payable each week in advance. You may also pay your rent over longer periods, for example, fortnightly or monthly, by prior agreement with us. If you do so, you must pay your rent in advance.

4.2 Other payments may be due at the same time as your rent, such as service charges, heating charge, furniture charges and water charges. A breakdown of your rent and other charges will be given to you when you sign the tenancy agreement.

4.3 The rent year normally starts on the first Monday in April. This may be a 52 or 53 week year. There will be four non collecting weeks. No refund of rent is given in respect of any non collecting weeks. If you have rent arrears, you are required to continue with your rent payments during any non collecting week/s.



4.4 If this is a joint tenancy then each tenant is equally responsible for the payment of the whole of the rent and of any other payments or charges.

4.5 We may change the rent and other charges, but, before doing so, we will give you at least four weeks' written notice. A variation in rent will normally occur every year, in April. We will tell you in writing about the details of the variation and give you an opportunity to end the tenancy before the variation date.

4.6 If you do not pay your rent or other associated charges, we may go to court and ask for you to be evicted from your home. The court may order you to pay our costs.

4.7 If you are evicted because you do not pay your rent and other charges, we may charge you for the rent periods when the property is unoccupied and, you will not normally be entitled to another Council property until you have paid the money that you owed in full.

4.8 We have the right to charge you for any new service provided by Salix Homes. This may be charged as part of your rent, or separately. We will write to you prior to any change.

4.10 Benefits

If you are entitled to housing benefit, you are responsible for filling in and sending your housing benefit claim form to the Council. You must make sure it is accurate and that proof of identity and income are provided, when requested. Changes in circumstances may affect your entitlement to housing benefit. You may lose your entitlement to receive housing benefit if you do not move into the home at the start of your tenancy. You will remain liable for the rent during any period of your occupation. We will however provide you with advice and assistance if you request it.

If you claim housing benefit you must tell the Council's Housing Benefit section immediately of any change in circumstances which may affect your entitlement to it.



4.11 Rent

The initial weekly rent and other charges are:

Basic rent	£ _____
Furniture	£ _____
Heating	£ _____
Security	£ _____
Janitorial charges	£ _____
Shared charges	£ _____
Other charges	£ _____

4.12 Rent and other charges from the previous tenancy with Salford City Council

You agree to pay £_____ being the rent and charges that you owe from when you lived at (give the address) _____

You have agreed to repay these outstanding monies by paying instalments of £_____ per week starting from the Monday on which this tenancy begins. These instalments are in addition to the weekly rent and other charges for this property. If you do not pay this money, you will be breaking a condition of this tenancy.

Section 6 Definitions

The definitions are not legal terms of your agreement but they do form part of it by defining words used throughout the agreement.

Animal

Includes livestock, birds, insects, reptiles, spiders, fish, and mammals.

Anti-Social Behaviour

Conduct causing, or likely to cause, nuisance, annoyance, harassment, alarm or distress to anyone.

Assignment

Passing the full rights of your tenancy agreement to somebody else when permitted.

Mutual Exchange

Exchanging your tenancy with another person by mutual agreement, when permitted.

Fixtures and Fittings

This includes kitchen units and appliances, sanitary ware, plumbing, taps, shower, heating systems, electrical circuits, sockets, switches, fixed lamp holders, doors, locks, glazing, fitted wardrobes and shelves, fires and surrounds, and aerials.

Garden

This includes, lawns, hedges, flower beds, trees and, outside walls, fences, paths and yards.

Home

Comprises, the whole of the property let to you under this agreement, including the house, any garden, any garage, outhouse or shed within your garden but does not include shared areas.

Improvement

Any alteration or addition to the property, made with our written consent.

The Landlord

Salford City Council

Lodger

A person who pays you money to let them live in the home with you.

Neighbour

This includes anyone living in the area local to your home, including other tenants, people who own their own homes, and local businesses.

Non-collecting weeks

These occur when the annual rent has been divided over fewer than 52 or 53 weeks, to give tenants "rent free weeks".

The council

Salford City Council, which is your landlord.

Partner

Means husband, wife, common law partner, same sex partner or any other person with whom you cohabit in an established relationship.

Relative

A relative includes, for some purposes, a parent, child (including an adopted child), grandparent, grandchild, brother, sister, uncle, aunt, nephew and niece. It can also include a step or half-blood relationship and a relationship by marriage.

Rent

Payment made by a tenant for occupation of the home.

You

The tenant and, in the case of joint tenants, any one or all of the joint tenants.

Shared areas

Parts of a building or the immediate surrounding area which all tenants or any other person can use without seeking permission, for example, shared halls, stairways, entrances and landings and shared gardens, lawns and landscaped areas.

Sub-let

Giving another person the right to live in part of your home, with the agreement of Salix Homes.

Succession

When a tenant dies the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to succession and only in certain circumstances.

Salix Homes

Salix Homes Limited which is the Managing Agent of the Council, to manage its housing stock.

Vehicle

This includes, for example, car, motorbike, bike, moped, boat, caravan, van, mini-bike, trailer and mobility scooter.

Unroadworthy

This describes a vehicle which is designed to be used on a road, but which is either untaxed and/or has, or appears to have, a fault or faults which would, to common knowledge, render it unsuitable for use on a public highway.

Visitor

Someone not living with you but who comes to see you at your home.

We, us

Salford City Council, Salix Homes and officers of the council and of Salix Homes.

Written permission

A letter from us giving you permission to do something.



Section 7 Tenants Declaration

All Tenants

I/We agree to accept the tenancy of

on the Terms and Conditions set out in this Agreement.

I/We acknowledge receipt of keys for the property and agree to return all the keys when the tenancy ends.

I/We acknowledge receipt of a copy of this Agreement.

Signature (s) _____

Date _____

Salix Homes Officer _____

Introductory Tenants **only**

I understand that I am an Introductory Tenant and that I will become a Secure Tenant on _____ providing the Council has not taken legal steps to evict me.

I acknowledge receipt of the Tenancy Agreement which explains my rights and responsibilities as an Introductory Tenant, the details of which have been explained by a Salix Homes Officer.

Signature (s) _____

Date _____

Salix Homes Officer _____