



SECURE TENANCY AGREEMENT

Effective from

SECURE TENANCY AGREEMENT

Please read this agreement carefully before accepting the tenancy. When the agreement has been signed, the conditions become binding on you as tenant(s) and us (the Council) as landlord.

You are entering into a legal contract with us. If you do not understand anything in the agreement, you should contact a member of the Housing Needs team at the Council Offices, Knowle, Sidmouth (01395 516551) or get advice from a solicitor or the Citizens Advice Bureau.

If you wish to serve a notice on East Devon District Council relating to your tenancy, please deliver it or send it to:-

East Devon District Council
Housing and Social Inclusion Service
Communities Directorate
The Knowle
Sidmouth
Devon
EX10 8HL

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1 JARGON EXPLAINED

We have tried to write this tenancy agreement using plain language. However, there are some terms which need explanation, and they are listed here:

Antisocial behaviour is behaviour which impacts negatively on a resident's or visitor's quality of life in and around their home.

Assignment – passing the rights in full of your secure tenancy to somebody else where allowed by the Housing Act 1985.

Communal areas mean any part of the building and communal land which all tenants share or can use.

Council, or we, us, our means East Devon District Council as landlord and/or our agents.

Exchange means to swap your tenancy with another person by mutual agreement where allowed by the Housing Act 1985.

Home means the property let to you under this agreement.

Household means all the people living at the property. This includes any lodgers, visitors or anyone staying for only a short time.

Improvement means any addition or alteration to the property.

Injunction – a court order commanding you not to do an act or requiring a positive step.

Joint tenancy is a tenancy granted to two or more (up to a maximum of four) people. Each tenant is jointly and separately liable for the tenants' obligations in the tenancy agreement. The Council can enforce tenancy obligations against all or one of the joint tenants in the agreement.

Landlord's fixtures and fittings means all appliances in the property supplied by the Council including installations for supplying or using gas, electric and water.

Lodger means a person who pays you money to share the property.

Neighbours include everyone living in the local area, including people who own their own homes and other tenants.

Notice means a formal written document, given either by you or us, saying that you, or we, intend to end the tenancy agreement.

Order seeking possession is given by a court to order a tenant to either do a particular action or cease doing an action.

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

Possession Order is a formal instruction from a court that gives us permission to take action to make you leave the property.

Property means the dwelling together with any yard, garden, and outhouse.

Relatives are parents, children, adopted children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, and step relatives.

Rent – the contractual sum payable by the tenant to the landlord as compensation for the tenant's right to possession of the property for the term of the tenancy.

Subletting – creating a sub tenancy out of the secure tenancy agreement which gives up possession of all or part of the property.

Succession is when a tenant dies and the tenancy can sometimes be taken over by another member of the household. Only certain people have the right to do this and only in certain circumstances.

Termination date is the day on which the tenancy ends.

Transfer means when you move to another property owned by us or you move with our agreement to a property owned by another social landlord.

Written consent means a letter from the Council giving you permission to do certain things.

You, your, tenant means you as the tenant of the landlord and in the case of joint tenants, any one or all of the joint tenants.

2 ABOUT YOUR SECURE TENANCY AGREEMENT

- 2.1 This is a secure tenancy under the Housing Act 1985. Your, and our, rights and obligations under the agreement are set out in Sections 2, 3, 4 and 5. If there are joint tenants, each tenant is responsible for meeting all the conditions of the agreement.
- 2.2 The property has been inspected before it was let to you and we have done all necessary repairs to our fixtures and fittings. The property is let free of furniture and possessions.
- 2.3 The agreement gives you the right to live in the property. This means you have the right to remain in your home. We cannot evict you without first obtaining a possession order in the courts.

We will not interfere with this right unless any of the following apply:

- a. You break any conditions of the agreement. If you do, we can take legal action to, either make you meet the conditions (an order for specific performance, or an injunction) or, pursue a court order to evict you.
 - b. You are living in a property which is one of a group let to people with special needs, or which we built or adapted for a person with a disability, and:
 - i you no longer need that type of home, and
 - ii We need the property for someone else with special needs.
 - c. You find another home or you stop using the property as your only or main home.
 - d. You have given false and misleading information to get the tenancy.
 - e. We need to carry out redevelopment or major repairs to the property or surrounding area, which we cannot do unless you move out.
 - f. We have a legal duty to undertake a safety inspection of the Council's gas appliances and you fail to give access for this work to be carried out.
 - g. There is any other reason under the Housing Act 1985, the Housing Act 1996 or any law which allows us to get involved.
- 2.4 The tenancy includes the use of the communal areas for all proper purposes in connection with the use and enjoyment of the property.

3 YOUR RIGHTS

3.1 Right to succession

We will consider all issues about tenancy succession taking into account Section 87 of the Housing Act 1985.

When you die your tenancy can pass to your husband, wife or partner if they lived in the property at the time of your death.

If you do not have a husband, wife or partner, it can pass to a relative (including children over 18), provided they have been living with you continuously for the 12 months before your death. If this happens and the property is not suitable for the needs of your relative (for example the property becomes under occupied), we may require them to move to a more suitable property. We can only use this reason between 6 and 12 months after the previous tenant's death.

If more than one person is eligible to succeed to the tenancy, we will give preference to the tenant's spouse.

Where a joint tenant becomes a sole tenant this counts as the one succession allowed by the Housing Act 1985 (for example husband and wife to surviving husband or wife).

3.2 Assignment of tenancy

Assignment is when you pass the rights of your secure tenancy, in full, to somebody else, where allowed by the Housing Act 1985. Assignment of a secure tenancy is not allowed in law except in these cases:

- a. an assignment by way of exchange (see Clause 3.5)
- b. an assignment made under a court order
- c. an assignment to a person who would be qualified to succeed the tenant if the tenant died immediately before the assignment.

3.3 Lodgers and subletting

As a secure tenant you may allow people to reside as lodgers at the property with our written consent. However you must not sublet.

3.4 Right to request a transfer

As a secure tenant you can ask to transfer to alternative accommodation and, if eligible, will be placed on to the Housing Register. If we refuse to do this, you are entitled to a written explanation of the reasons why. If you disagree with the reasons, you can request that the decision is reviewed by another officer, but you must do this within 28 days of the date of our refusal notification.

We will not normally allow you to transfer to another property owned by us, or any other social landlord, if:

- a. you owe us rent,
- b. your property is in poor condition,
- c. you have made improvements or alterations to the property without our written consent, or
- d. there is evidence of antisocial behaviour linked with your tenancy.

3.5 Right to exchange

You can exchange your home with another Council or housing association tenant but you must first get our written consent. We may grant consent subject to certain conditions. We may also refuse consent in certain circumstances. You may not exchange your property if you have rent arrears.

The Council keeps its own Mutual Exchange list. You can view this on our website www.eastdevon.gov.uk or you can call into the Council Offices to look at it between Monday and Friday from 8.30 am to 5.00 pm.

3.6 Right to information

You have the right to see:

- a. all our policies relating to housing issues including allocations, exchanges and any other housing related issue
- b. certain personal information we hold to do with your tenancy or housing application.

We may charge you for copies of these details. You should make a formal request in writing to see any information we have.

3.7 Right to be consulted and involved

There is a Tenant Compact between the Council and tenants, which sets out how tenants can be involved in decisions about housing services and the areas where they live. We will always consult you over any substantial proposed changes in housing management and consider your views before putting the changes into effect. We will consult tenants individually or through the Tenant and Leaseholder Customer Panel or Tenants Associations or groups.

3.8 Changes to the tenancy agreement

It is rare that we make any changes to the tenancy agreement. However, we do review it to make sure that it is clear and that it complies with the law. Before making any amendments or changes to the agreement we will tell you of the proposed changes, and consider your views, before putting the changes into effect. We will give you at least four weeks' notice in writing, together with any information needed to let you know the nature and effect of the changes. We will give you an opportunity to end the tenancy before the changes take place, should you wish to do so.

3.9 Right to make improvements to your home

You may carry out alterations or improvements to your home but you must first get our written consent. We will not unreasonably refuse your request but you may also need other permissions (for example planning permission and/or building regulations approval). All these improvements must be done to our satisfaction and will normally become our property when the tenancy is ended. Alternatively, at the end of your tenancy we may ask you to remove, at your own expense, any structures you have added, and make good to the fabric of the building.

This includes, but is not limited to, aerials, outbuildings, sheds, greenhouses, fencing and clothes lines that you have put up, as well as any other internal (for example laminate flooring) or external alterations (including decorating the outside of your home). You must not artex the internal walls of the property or fix polystyrene tiles to ceilings.

3.10 Right to compensation for improvements

At the end of your tenancy, you have the right to claim compensation from us for improvements you have made to your home with our consent. You can only apply for compensation for certain kinds of improvement that started on or after 1 April 1994. Please contact us for further information.

3.11 Right to repair

In certain circumstances you have the right to require us to get a second contractor to do certain small urgent repairs which might affect your health, safety or security. This only applies to repairs that are our responsibility and which we have not completed within a prescribed time. Please contact us for further details.

3.12 Buying your home

If you have become a secure tenant since 18 January 2005 you have the right to buy your home after five years. If your secure tenancy was in existence before 18 January 2005 you will qualify after 2 years. Certain properties, such as sheltered homes for the elderly, are excluded from the right to buy.

The leaflet "Information to help you decide whether to exercise your Right to Buy" gives more information and is available from our Right to Buy Administrator.

3.13 Keeping pets

You may keep domestic pet or pets in your home provided they are well cared for and kept under proper control. If any animal you keep in the property causes nuisance, annoyance, damage or a public health risk to anyone in the local area, including our employees or representatives, we can ask you to remove it or take legal action for breaching the nuisance clause of this agreement (see Clause 4.5).

4 YOUR OBLIGATIONS

We expect our tenants to act in a responsible manner at all times and to have respect for the property, the surroundings and the neighbours. These responsibilities and obligations apply to you, members of your household and any other person living or visiting your home including children.

You may not be given another Council home in the future if:

- a. you are evicted for a breach of this agreement,
- b. you have abandoned your home,
- c. you still owe rent, or
- d. you left the home in poor condition and have not paid for repair or replacement of damaged items.

4.1 Paying your rent

You must pay the weekly rent, and any other charges made for your home, two weeks in advance. Payment is due on the first Monday of each fortnight. Any other charges may include, but is not limited to, water, sewage, heating, and charges for support services.

Rent payments can also be made monthly or four weekly by prior arrangement with the Council. Please contact the Housing Rental Section (the telephone number and address can be found in your rent payment voucher book). Please note that when paying rent, all payments must be paid in advance.

With certain tenancies a charge may be made for services we provide. We will tell you about any that apply in the tenancy offer letter.

We may vary the rent, and any other charges, but before doing so will give you at least four weeks' written notice. A variation in rent will normally occur every year at the start of each financial year (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 takes place.

If you claim housing benefit or council tax benefit you must immediately notify the Council of any changes of circumstances that may affect your benefit entitlement. For further advice, please contact the Council Housing Benefit section at the Council Offices, or refer to benefit leaflets or any decision letters sent by us.

4.2 Ending your tenancy

- a. If you wish to give up your tenancy, you must give us four weeks' written notice, ending on a Sunday. In certain circumstances we may agree to end the tenancy earlier than four weeks. Only a named tenant can end the tenancy but if you are joint tenants, either of you can end the tenancy. The rights of the other tenant(s) will end and they must leave the property, other than in exceptional circumstances.
- b. All keys to the property must be handed in to the Council offices before 12 noon on the day after the tenancy ends. If you do not do this we will charge you further rent and any other reasonable costs.
- c. The property must be left in a clean condition, clear of all rubbish, and free of your furniture and possessions. You must leave all fixtures and fittings intact and in the condition they were in at the start of the tenancy, except for fair wear and tear.
- d. We will take steps to recover from you any reasonable costs we incur in:
 - i replacing or repairing any missing or damaged items,
 - ii replacing or repairing any alterations which do not comply with relevant regulations,
 - iii replacing or repairing any alterations for which we did not give our written consent under Section 3 'Your rights: Right to make improvements to your home', or
 - iv meeting all reasonable removal and/or storage charges when items are left in the premises after the termination date.
- e. We will remove and store any items left in the premises after the termination date for a maximum of 28 days. We will notify you of this at your last known address. If the items are not collected within 28 days we may dispose of them and you will be liable for reasonable costs of disposal.
- f. In the event of your death, your next of kin or executor must notify us in writing of your death and terminate the tenancy. The tenancy will continue until we receive notice and failure to terminate the tenancy may incur further costs against your estate including unpaid rent.
- g. If you go to court because of a divorce, a domestic dispute or a relationship breakdown, the court will decide whether to order the transfer of the tenancy to one or other of the partners. The tenancy rights will end for the other person who must leave the property.

4.3 Occupying your home

You must occupy the property as your only or principal home. You must not leave the property unoccupied for more than 28 days without providing us with reasonable notice.

4.4 Use of your home

You must use the property only as a private dwelling house with the exception of any consent given under Section 3 'Your rights'.

You must not use your home for any improper, illegal, immoral or antisocial purpose. You must not commit an offence in your home, or in the local area, which could lead to a conviction.

We will take immediate steps to recover possession of the property from any tenant who is concerned in:

- a. the supply, storage or manufacture of controlled drugs or other illegal substances from their home,
- b. domestic violence,
- c. storing stolen property,
- d. prostitution, or
- e. any other serious arrestable offence

4.5 Conduct of tenancy and antisocial behaviour

You and any joint tenants are responsible for the behaviour of your children and people living in or visiting your home. We will take legal action to evict you if we can prove that you, your relatives, your children or visitors behave antisocially, which includes damage to property or behaviour that is likely to injure, intimidate, cause alarm or distress.

You or any person living in or visiting your home, and communal areas, must not:

- a. do anything that causes or is likely to cause nuisance or annoyance to a person residing, working in or visiting the local area. This includes people living in the locality of your home, street or estate regardless of whether they are Council or private tenants or owner occupiers,
- b. do anything that interferes with the peace, comfort, or quiet enjoyment of other people living in the locality,
- c. harass, or threaten to harass, or use, or threaten to use violence or intimidate a person in the local area because of their race, colour, ethnic origin, nationality, age, sexuality, religion or disability,
- d. use the property for any criminal, immoral or illegal purpose, which includes being involved in the supply of any illegal or controlled drugs or storing or handling stolen goods,
- e. harass, or threaten to harass, or intimidate, or use, or threaten, verbal or physical violence towards our employees or representatives,
- f. use, or threaten to use, violence towards any person living in the property, or the property itself,
- g. write threatening, abusive or insulting letters or graffiti, or
- h. allow any pet to cause a nuisance, annoyance, damage or public health risk to anyone in the local area.

4.6 Running a business

If you wish to run a business from your home you will need our prior written consent. We will not refuse consent unreasonably or unless we feel the business is likely to cause a nuisance or annoyance to your neighbours or damage to the property. If we give consent and the business causes a nuisance we will withdraw our consent, giving you 28 days notice. You may need planning permission for some businesses.

4.7 Condition of your home or garden

- a. You must keep the inside and outside of your home, including internal decoration, garage and any outbuildings, in a neat and tidy condition.
- b. Gardens and verges must be regularly trimmed, well maintained and free from rubbish.

- c. Boundary hedges should be trimmed at least once a year and kept below 2 metres in height.
- d. Any ditches or water courses should be kept free flowing and not obstructed in any way.
- e. You must not remove any trees or boundary hedges without our written consent.
- f. You must not plant any trees, hedges or large shrubs which are likely to become dangerous, cause nuisance to your neighbours or damage to property. If you are in doubt please seek our advice.
- g. You may be asked to repay the Council the cost of cleaning your home if you allow it to become dirty or infested with vermin.
- h. You must ensure that chimneys and flues are kept free from obstruction and that chimneys, where in use, are swept at least once a year, or more frequently if necessary.

4.8 Parking your car or other vehicles

- a. You may park a vehicle within the boundaries of your property if you have a properly constructed hard standing with a pavement-kerb crossing.
- b. You may not park a vehicle which is not taxed or which is un-roadworthy on the property or on any Council housing land.
- c. You must obtain written permission from us to park boats, caravans, trailers or small trade vehicles on the property or on any council housing land. Any vehicles larger than a transit size (3.5 tonnes or over) will not be allowed under any circumstances.
- d. You must not do large scale car repairs on the land around the property, on car parking areas or on the road.

4.9 Communal areas

If you occupy a property that has communal areas associated with it, for example with some flats or maisonettes, you must not litter, dirty, obstruct or allow any pets you have to foul such areas. You are responsible for keeping clean any communal stairs and landings.

4.10 Access to your home

You must allow our employees or representatives reasonable access to your home to inspect its condition, do repairs or improvements to the property or an adjoining property, or to deal with any health and safety issue including the annual safety inspection and servicing of the Council's gas appliances. We will give you reasonable notice if we require such access. In an emergency we may have no alternative but to enter your home without notice by any necessary means. Emergency means a situation that could cause personal injury or damage to your home or a neighbouring home.

4.11 Insurance

We are responsible for insuring the building against fire, lightning, explosion, storm and flood. Our policy does not cover accidental damage. We will not accept responsibility for any damage caused by you or members of your family, or any person visiting the property. You, members of your family, or any person visiting the property, shall not do or permit to be done in or about the property any act which may render void or invalidate the insurance of the property or the building against fire or otherwise increase the ordinary premium for the insurance.

We do not insure any of the contents. We strongly advise that you take out Home Contents Insurance with the standard perils of fire, theft, vandalism and water damage, and accidental damage on a 'new for old' basis.

4.12 Repairs

You must inform us promptly of any defects to the property that are our responsibility (see Section 5.4).

You are responsible for the cost of repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by you, people living in your home or people visiting your home.

We reserve the right to repair any damage that compromises the security or safety of the property that would otherwise be your responsibility, if it is not put right within an agreed period of time. We will recover our costs from you.

Where a mutual exchange has taken place, you take on responsibility for any fixtures and fittings put in by the previous tenant unless we have agreed otherwise.

4.13 Harmful or other dangerous materials

You must not keep in or around the property any dangerous, offensive, harmful or inflammable materials except those that can reasonably be put to domestic use.

You may not put up any material that may cause injury on the property (for example barbed wire or broken glass).

4.14 Refuse disposal and recycling

You will be responsible for your own household refuse and items to be recycled. You must make sure that these do not cause problems to neighbours or that the bins used for these do not cause obstructions on roads, communal areas or pathways.

You must make sure that all refuse and recycling is contained in a bin and placed at the designated area on the collection day. If you have a recycling box, you will be responsible for making sure that items which can be recycled are separated from your dustbin.

You must dispose safely of your unwanted bulky household items, for example fridge, furniture, as soon as possible and not later than 28 days after placing outside of the dwelling. If you need our help to do this, please call our office.

5 OUR OBLIGATIONS

5.1 Possession of your home

We will not interfere with your rights to occupy your home unless you contravene any of your obligations within this agreement, or if any of the matters set out in Clause 2.3 of this agreement apply. We will give you an opportunity to explain your actions, and any mitigating circumstances, and put right any breach of the tenancy conditions, where possible, before we commence possession proceedings.

We cannot bring your tenancy to an end without first serving a notice of seeking possession, telling you why we are seeking to possess your home. The tenancy can only be ended if:

- a. we prove one of the grounds of possession set out in the Housing Act 1985 and Housing Act 1996; and
- b. the court considers our action reasonable and gives a possession order.

If you are joint tenants, you are both (all) responsible, individually and together, for keeping to all the conditions of your agreement. This includes paying rent.

5.2 Service of legal documents

Where it is necessary to serve legal documents on you this will be done by:

- a. handing it to you in person or to any adult at the property, or
- b. delivering it through the letter box of the property, or
- c. sending it by first class post to the property or to your last known home address or work address.

5.3 Giving our consent

Where the agreement says that you need to get our consent to do something, we will not unreasonably withhold it. We may withhold consent if we believe nuisance, annoyance, or damage will occur. We will give our consent subject to certain conditions. If you do not keep to these extra conditions, we will withdraw our consent. We will give you a written explanation if we cannot give consent. Consent means our consent in writing.

Please address any letters to the relevant department or to the Head of Housing and Social Inclusion.

5.4 Doing repairs

We will keep in good repair:

- a. and proper working order our installations for supplying water, gas, electricity and sanitation including basins, sinks, baths, and toilet fittings
- b. and proper working order our installations for room and water heating
- c. the structure and exterior of the property including drains, gutters and external pipes
- d. the lift service, where provided
- e. the communal entrances, halls and stairways in flats, as well as any other areas for use by all tenants and their families and visitors
- f. and decorate the outside of your home and communal areas of flats and maisonettes.

The exceptions to this are repairs that arise as a result of deliberate, malicious, criminal or accidental damage caused by you, people living in your home or people visiting your home.

We will do repairs which are our responsibility within a reasonable period and will tell you of the timescale for completion of your repair.

5.5 Transfers

We have a transfer scheme which you can use if you wish to move to a different property. Details of the Council's policy on transfers are available on request from our Housing Needs Team. You can also get a transfer application form from this team, as you need to complete one to get onto the list.

5.6 Customer Service

We will make sure that you receive the highest possible standards of customer service at all times within the resources we have available. If you would like more information about the standards you can expect when dealing with us, we can let you have our customer service strategies and standards. You can also see these on our website www.eastdevon.gov.uk.

5.7 Complaints

If you feel that we have not met our obligations under this agreement, we would urge you to use the Council's complaints procedure, details of which can be obtained from our offices. We take all complaints very seriously.

6 DATA PROTECTION ACT 1998

On signing the tenancy agreement you agree that we are able to release personal information where there is a legal obligation to do so. This will include:

Utility companies, as there is a legitimate interest to make sure that service charges are passed on to those responsible for their collection,

Rental payments, where you leave without paying rent, and no arrangements are in place to do so, we may pass on details to a tracing agency or debt collection company to seek recovery,

Repairs, whether emergency, urgent or repairs at our discretion, we may provide tenant's contact details to the agents, contractors or repairers,

Right to Buy enquiries when we have to provide tenant contact details to the valuers.

A copy of our Data Protection Policy is available on request.

Information will be retained for six years after the termination of your tenancy.

7. CONTRACT RIGHTS FOR THIRD PARTIES

A person who is not a party to this agreement is not intended to have any right under the Contracts (Rights of Third parties) Act 1999 to enforce any term of this agreement.

8. FUTURE ACTS OF PARLIAMENT

Unless expressly stated to the contrary any reference to a specific piece of legislation includes any legislative extension, modification, amendment or re-enactment of that legislation and any regulations or orders made under it and any general reference to a piece of legislation including any regulations or orders made under that legislation.

9. USEFUL CONTACT POINTS FOR INFORMATION/PRACTICAL HELP WITHIN THE COUNCIL

Housing Needs	01395 516551
Repairs and Maintenance	
During office hours	01395 517458
Out of office hours (emergencies)	01395 516854
Estate Management	01395 516551
Home Safeguard	01395 578237
Rental	01395 517444
Tenant Participation	01395 517453
Housing Business Unit	01395 516551
Housing Strategy Unit	01395 516551
Housing and Council Tax Benefit	01395 517446
Head of Housing and Social Inclusion	01395 516551
Director of Communities	01395 516551
Chief Executive	01395 516551

10.

EAST DEVON DISTRICT COUNCIL
GRANT OF SECURE TENANCY

The address of the property rented in this agreement is:

.....
.....

The name of the tenant(s) is/are:

.....
.....

This tenancy starts on (Commencement Date):

.....

All tenants should sign this page after reading this agreement

'The information I/we gave in the housing application form was and still is true. I/we understand and agree to the conditions in this tenancy agreement which is a legal contract. I/we are the tenant(s) to whom the tenancy is granted. I/we understand that if I/we made a false statement or misled the council to obtain the property, I/we may lose our home.

Tenant's signature..... Date.....

Tenant's signature..... Date.....

Housing Officer signature..... Date.....

[On behalf of East Devon District Council]

The signed copy of this form must be returned, by the tenancy commencement date, to:

The Housing Needs Manager
Communities Directorate
East Devon District Council
The Knowle
Sidmouth
Devon
EX10 8HL