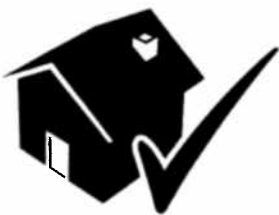


Non-Secure Tenancy Agreement

Part VII Housing Act 1996



Introduction

Please read this agreement carefully before accepting the tenancy.

If you do not understand anything in the agreement, you should contact a member of the Housing Needs team at our offices, Knowle, Sidmouth on **01395 516551** or get advice from a solicitor or the Citizens Advice Bureau.

By signing the Tenancy Agreement you will become a **non-secure tenant**. You do **not** have the security of tenure within the meaning of Section 79 of the Housing Act 1985.

This is a non-secure tenancy under the Part VII Housing Act 1996 as amended by the Homelessness Act 2002. “A tenancy granted in pursuance of any function under Part VII Housing Act 1996 (homelessness) is **not** a secure tenancy unless the local housing authority concerned has notified you that the tenancy is to be regarded as a secure tenancy.” **Paragraph 4 Schedule 1 Housing Act 1985**

The Housing Act 1985 gives secure tenants certain rights that exist independently of the tenancy agreement. As a **non-secure tenant** you do **not** have these rights which include: The Right to Buy; The Right to Exchange; The Right to Succession; The Right to Take in Lodgers; The Right to Sublet.

Under the Housing Act 1996 Pt VII s 202 (as amended by the Homelessness Act 2002) you can request a review of your housing needs on issues such as the suitability of accommodation offered for your occupation. This should be done formally in writing and you may also need to consult your own solicitor.

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
Knowle
Sidmouth
EX10 8HL

Definitions

Council, or we, us, our means East Devon District Council as landlord, housing authority or our agents or representatives.

DVLA: Driver Vehicle Licensing Agency

Property means the dwelling together with any yard, garden, garage or out house or communal area

Tenant: the person responsible for paying the rent to the Council under this agreement

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The Property

- 1.1 The property has been inspected before it was let to you and we have done all necessary repairs to its fixtures and fittings. The property is let unfurnished.
- 1.2 Where the tenancy includes the use of communal areas you may use these for all proper purposes in connection with the use and enjoyment of the property.

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Non Secure Tenancy Agreement

- 2.1 The tenant shall have a non secure tenancy agreement which will commence on a Monday. Rent and other charges are as stated and are due weekly in advance on Mondays but are payable fortnightly.
- 2.2 We can repossess the property by giving to you a Notice to Quit in writing. This should specify a date not less than four weeks from the Notice when we will apply to the Court for a Possession Order. If you remain in the property after this date we are entitled to a Court Order to evict you
- 2.3 We may without terminating the tenancy vary the terms of the tenancy and the charges by giving four weeks notice in writing to you.
- 2.4 You may end the tenancy by giving four weeks notice in writing to us. This must reach the Housing and Social Inclusion Service by noon on a Monday. If more than one person has signed this agreement then any one of those persons may end it on behalf of all of them.
- 2.5 We will insure the structure of the dwelling including the landlord's fixtures and fittings, but tenants are reminded that they are responsible for insuring their personal possessions and property against all risks.

3

The Council's Responsibilities

- 3.1 The Council will give you possession of the premises at the start of the tenancy.
- 3.2 We will keep the landlord's fixtures and exterior of the building in good repair.
- 3.3 We will keep all its installations for the supply of water, gas and electricity, for sanitation and for space and water heating in good repair and proper order.
- 3.4 In the case of flats and maisonettes, we will keep all common areas, entrance halls, stairways, lifts, rubbish chutes and other facilities for common use in good repair.
- 3.5 We will ensure that the property will be in a good state of interior repair at the start of the tenancy.
- 3.6 We will allow you at your own expense to redecorate the interior of the property provided permission in writing has been given before work commences, and any other necessary consent has been obtained.

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The Tenant's Responsibilities

- 4.1 You must pay the weekly rent and any other charges made for the property regularly and promptly.
- 4.2 You must occupy the property as your only or principal home and you are expected to live there. You must not leave the property unoccupied for any extended period of time without our permission.
- 4.3 You shall give such information to us as to persons living in the property as we may reasonably require for the proper management and/or administrative purposes.
- 4.4 You shall keep the gardens, hedges and borders of the property properly maintained and shall not, without our written consent, remove any trees on the premises.
- 4.5 You shall not, keep any animals at the property without our previous written consent.
- 4.6 You shall not use any part of the property for business or trade without our written permission.
- 4.7 You shall not erect any garage, shed or building on the property without our written consent.
- 4.8 We will take immediate steps to recover possession of the property from any tenant who uses the property for any improper, illegal, immoral or anti social purpose including but not limited to the following:

- a. doing 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. doing anything that interferes with the peace, comfort, or quiet enjoyment of other people living in the locality,
- c. harassing, or threatening 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. the use of the property for any criminal, immoral or illegal purpose, which includes being involved in the possession of or supply of any illegal or controlled drugs or storing or handling stolen goods,
- e. harassing, or threatening to harass, or intimidate, or use, or threaten, verbal or physical violence towards our employees or representatives,
- f. the use of, or threatening the use of, violence towards any other person living in the property,
- g. vandalism towards the property itself.
- h. the writing of threatening, abusive or insulting letters or graffiti, or
- i. allowing any pet to cause a nuisance, annoyance, damage or public health risk to anyone in the local area.

4.9 You may park a vehicle within the boundaries of the property if there is a properly constructed hard standing with a pavement-kerb crossing. You must obtain prior written permission to park boats, caravans, trailers or small trade vehicles on the property or any Council housing land.

You must not:

- (a) park any vehicle which is not taxed or which is unroadworthy on the property or on any Council housing land without the appropriate documentation from the DVLA.
- (b) park any vehicle above 3.5 tonnes on any Council housing land
- (c) carry out large scale car repairs in the vicinity of the property, on car parking areas or on the public highway.

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

4.11 You shall allow our employees, agents or representatives reasonable access to the property to inspect its condition, repair or improve the property or an adjoining property, or deal with any health and safety issue including the annual safety inspection and servicing of our gas appliances.

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

4.13 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.

5

Legal Notices

A notice served under the provisions of this agreement will be sufficiently served by us delivering it to you, or by leaving it at the property or by sending it by post addressed to you at the property.

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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.

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Data Protection Act 1998 & National Fraud Initiative

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.

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

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

The Council is required under section 6 of the Audit Commission Act 1998 to participate in the National Fraud Initiative (NFI) data matching exercise. We advise you that the data held by it in respect of the tenancy will be used for cross-system and cross-authority comparison purposes for the prevention and detection of fraud, where requested. For further information please contact Audit Services on **01395 516551** or see our website **www.eastdevon.gov.uk**.



Useful Contact Points for Information/Practical Help within the Council

Chief Executive	01395 517408
Corporate Director - Communities	01395 517452
Head of Housing and Social Inclusion	01395 517567
Estate Management	01395 516551
Home Safeguard	01395 578237
Housing and Council Tax Benefit	01395 517446
Housing Business Unit	01395 516551
Housing Needs	01395 516551
Housing Strategy Unit	01395 516551
Rental	01395 517444
Repairs and Maintenance	
During office hours	01395 517458
Out of office hours (emergencies)	01395 516854
Tenant Participation	01395 517453

