



Rochdale  
Boroughwide Housing

Delivering Excellent Services -  
Building Stronger Communities

# Tenancy Agreement

This Tenancy Agreement is between you and  
Rochdale Metropolitan Borough Council



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# 1. About the Tenancy Agreement

This tenancy agreement ('the agreement') is a legal contract. By signing this agreement you are entering into a legal contract with Rochdale MBC. When the agreement has been signed, the conditions become binding on you as tenant(s) and us, the Council, as your landlord.

This agreement describes your rights and responsibilities and those of the Council.

There are two types of Council tenancy, introductory tenancies and secure tenancies. Unless you are already a secure tenant, you will start your tenancy as an introductory tenant. This tenancy agreement is for both types of tenancy. Section 2 of this agreement explains what an introductory tenancy is, and details the rights of introductory tenants.

If there is anything in this agreement that you do not understand you should ask a Housing Officer or seek your own independent advice from agencies such as the Advice Service, the Law Centre, Citizens Advice Bureau or the Council's Customer Services.

## 1.1 Keeping to the terms of the agreement

You must keep to all the terms of this agreement. You must make sure that all your household members keep to the terms of this agreement as well. If you or your household members do not keep to the terms of this agreement we will consider this a breach of the agreement by you. You are responsible for your own behaviour, the behaviour of all people living with you and the behaviour of all your visitors and pets.

## 1.2 Joint Tenants

Each joint tenant is fully responsible for keeping to all the conditions of this agreement whether or not any other joint tenant keeps to the conditions.

If you are a joint tenant the whole tenancy will end if you or another joint tenant give notice to end the tenancy.

## 1.3 Your Rights

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

- You break any of the conditions of the agreement. If you do break the conditions of this agreement then we will take action against you.

This may include legal action to force you to meet the conditions or we may ask the court for permission to evict you.

- We need to carry out redevelopment or major repairs to the property, which we cannot do unless you move out.
- We built or adapted the property for a person with disabilities and
  - you no longer need that type of home or
  - we need the property for someone else with special needs.
- You find another home and stop using the property as your only or main home.
- You have given false or misleading information to get the tenancy. The tenancy is a weekly one commencing at noon on a Monday.

## 2. Notices

We will deliver all letters or notices to you or to your property by hand or send them by post to your last known address. We will assume that you have received all letters and notices within 72 hours if we posted them, or within 24 hours if we deliver them by hand.

### 2.1 Variation of the Conditions

We may vary any or all of the conditions of the tenancy agreement, (except those relating to rent and other charges), by leaving any Notice required by law at the property or by posting such Notice to you at the property or to your last known address.

## 3. Introductory Tenancies

Unless you are transferring from a secure or assured tenancy you will start your tenancy as an introductory tenant.

Your introductory tenancy will last for 12 months from the date that your tenancy begins.

If you do not break any of the tenancy conditions during this time you will automatically become a secure tenant after this 12 month period.

If you are transferring from an introductory or probationary tenancy your new introductory tenancy will last for the remainder of your original introductory or probationary tenancy. (E.g. If you have been an introductory tenant for 6 months when you transfer, your new tenancy will become secure after a further 6 months).

During the introductory tenancy you have fewer legal rights. If you break any of the conditions of the agreement we may choose to evict you from the property or we may choose to extend the period of your introductory tenancy by up to 6 months.

### **3.1 Breach of Introductory Tenancy Agreement**

If you do break any of the tenancy conditions during your introductory tenancy we do not have to prove that you have done so in Court. The Court must be satisfied that we have followed our procedures and the Court must then grant an order for your eviction.

You have the right to request a review of our decision to give you a 'Notice of Termination'. You must make your request within 14 days of receiving the Notice of Termination at any of the addresses shown on the Notice.

### **3.2 Rights of an Introductory Tenant**

As an introductory tenant you do not have the same rights as a secure tenant. You **cannot**:

- Apply to buy your home.
- Vote for a change to a new landlord.
- Sublet your property.
- Transfer your tenancy to someone else.

In certain circumstances we may allow you to do the following:

- Take in a lodger.
- Make alterations or improvements to your home.
- Apply to exchange your home.

You must first get our written permission to do this. We may refuse permission if you do not meet certain conditions. Please ask your Housing Officer for more information.

## 4. Your Rights

### 4.1 General Rights (introductory and secure tenants)

You have a right to live in the property without interference from us as long as you, your friends and relatives and any other person living in or visiting the property (including children) do not break any of the conditions of this agreement. If any of the conditions are broken, we may apply to the court to end your tenancy.

You have the right to see any of the details you have given us in connection with your application for a tenancy or a transfer. We may charge you for providing copies of these details.

You have the right to see our policies on housing, re-housing, exchanging properties and anti-social behaviour. A charge may be made for providing copies of these policies.

You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes or changes to do with services or facilities for council tenants.

### 4.2 Succession (introductory and secure tenants)

If you die your tenancy will pass to your husband, wife or partner if they lived with you in the property at the time of your death. This is known as “succession”. There can only be one succession.

If you do not have a husband, wife or partner the tenancy can pass to a relative if they had been living with you continuously for the 12 months before your death. Relative includes, parents, children, grandparents, grandchildren, brothers, sisters, aunts, uncles, nephews, nieces, step relatives and adopted children.

If your tenancy passes to a relative when you die, and the property is larger than they need, we may move them to a more suitable property. This does not apply if it is your husband, wife or partner who has succeeded to the tenancy.

If you are an introductory tenant at the time of your death, the tenancy will remain introductory for your successor until the date at which you would have become a secure tenant.

#### **4.3 Assignment (Secure Tenants only)**

You must not assign the property to another person unless:-

- a) The Council consents to the assignment by exchange with another secure or assured tenant who has the consent of his/her landlord.
- b) The Court assigns the tenancy on the breakdown of your marriage.
- c) You assign to a person who would be qualified to succeed to your tenancy if you died immediately before the assignment.
- d) You must not assign, part with possession of or sub-let all or part of the property temporarily or permanently without the prior written consent of the Council. Sub-letting means giving another person the right to live in all or part of the property.

#### **4.4 Lodgers (Secure Tenants only)**

You have the right to take in a lodger. You must inform us in writing immediately if you take in a lodger and when a lodger leaves your property.

The people who can live at the property are those that you told us about when you applied for the property. Before anyone else comes to live with you for more than four weeks you must tell us and get our permission first. We may refuse permission if we think that they may break the conditions of this agreement or the property would become overcrowded.

You have the right to exchange your home with another council tenant, a housing association tenant or with a tenant from another Council. We may refuse an exchange if you do not meet certain conditions.

In certain circumstances you have the right to sublet part of your home but you must get our written consent first. You must not sub-let all the property.

In certain circumstances you have the right to buy your Council house. Please ask your Housing Officer for more information.

#### **4.5 Complaints (Introductory and Secure Tenants)**

If you feel that we have broken the terms of this agreement or you have a complaint about the Housing Service, please contact your Housing Officer in the first instance. Most complaints can be satisfactorily dealt with by your Housing Officer.

If you are not happy with the way in which your Housing Officer deals with the complaint we operate a formal complaints procedure. You can obtain details about this from your local Housing Office.

You can make an official complaint if you have told your Housing Office about the problem and we have not resolved it to your satisfaction.

You can also obtain advice and information about legal remedies available to you from a Citizens Advice Bureau, a Law Centre or a Solicitor. You can also complain to the Independent Housing Ombudsman, although you should first try to resolve your complaint through our complaints procedure.

## **5. Our Responsibilities**

### **5.1 Repairs**

We will maintain and repair the structure and exterior of your property. This means that we will maintain:

- chimneys
- roofs
- gutters
- external pipes
- ceilings
- windows
- walls
- doors

- skirting boards
- floors
- drains
- foundations
- steps
- other means of access

We will keep all fixtures and fittings supplied by us for the supply of water, gas, electricity and for sanitation in repair and proper working order. This includes items such as fires, boilers, central heating systems etc. We are not responsible for other fixtures and fittings and appliances for making use of the supply of water, gas and electricity if you have installed these yourself (for example washing machines and cookers), although we may inspect such items periodically to ensure they meet health and safety requirements.

## **5.2 Communal Area**

We will maintain and repair any communal areas and amenities in our control and possession. This means that we will maintain:

- entrances
- halls
- stairways
- passages
- lifts

## **5.3 Furniture**

We will keep in good repair any furniture that we rent to you with the property.

We will not be responsible for damage to the property caused by you or your household members or visitors to your property.

We will offer you help and advice if you are the victim of nuisance, anti-social behaviour, harassment or domestic violence.

If we do not meet our responsibilities under this agreement, you can speak to your Housing Officer, use our official complaints procedure, contact your local councillor, write to the Local Government Ombudsman, get advice from the Advice Services, a Law Centre, a Citizens Advice Bureau or a Solicitor.

## 6. Rent Payment and Other Charges

You must pay your rent, which includes water charges and all other charges for the property, such as service and support charges, on time.

Your rent is due every Monday in advance. You must pay your rent every week, or at any other interval that we agree with you.

If you are joint tenants you are each responsible for all the rent, rent arrears and other charges for the property. We can recover all rent arrears and other charges owed for the property from any individual joint tenant.

You must pay any amount shown in this agreement which is for rent and other charges from any former tenancy.

If you do not pay your rent, we may take legal action against you and you may lose your home. You may also have to pay the costs of any such legal action.

We may deduct any money you owe us from any money we owe you.

When your tenancy ends you must pay us any money you owe us immediately.

We will give you at least four weeks notice in writing if we intend to change the amount of rent you pay for the property.

There are four non-payment weeks per year (sometimes know as 'rent free' weeks) when you do not have to make payment unless you have arrears.

# 7. Repairs

## 7.1 Your Responsibilities

You must immediately report any repairs that we are responsible for (see Section 5 for a list of our responsibilities).

You are responsible for repairs which are necessary because you did not report a repair to us.

You will be responsible for repairs to fixtures or fittings damaged by you and anyone living with you or visiting you caused through neglect, deliberate or careless acts.

You are also responsible for repairing, renewing or replacing the following items:

- Cracked and/or broken windows/glazing unless this was caused by a structural fault or an act of vandalism or criminal damage that has been reported to the police and a crime number obtained
- Window locks
- Plugs and chains in sinks, baths and wash hand basins
- Door chains, door locks, door numbers and letter boxes
- Lost or broken keys, all door and window keys

You must pay for the cost of clearing blocked drains, toilets or waste pipes if the blockage is caused by the deposit of unsuitable refuse (for example disposable nappies) and/or neglect or carelessness by yourself, your household members and/or visitors.

You are also responsible for:

- Non communal TV aerials
- Frozen internal pipes
- Any damage caused by forced entry made at your request
- Plumbing in washing machines and repairing and maintaining extra pipework
- Repairing and maintaining your own equipment such as cookers and washing machines

## **7.2 Access**

You must allow us access to inspect and service your gas appliances, (see section 5 for details of our responsibilities) and to carry out any essential work. We will give you reasonable notice of this. If you do not allow us access to undertake this work, we will take legal proceedings against you to compel you to allow us access. You will be liable for the costs of any such proceedings.

## **7.3 Internal Condition**

You must keep the inside of the property decorated to a reasonable standard at all times.

You must not apply Artex or any form of polystyrene tiling, coving or similar materials to the walls or ceilings.

You must not fit laminate flooring unless you have our permission in writing first.

If you use any of the above materials without our permission and we damage them while carrying out repairs and improvements we will not give you compensation for any damage.

## **7.4 Alterations**

You must not make any structural or building alterations, adaptations, or improvements to the property without our written permission. If we refuse permission, we will give you reasons in writing. If we give our permission, we may set certain conditions. If you do not meet the conditions, we may take away our permission.

You must not fit a satellite dish or any similar form of electrical apparatus to the property without our written permission.

You must make good any damage caused to the property by fitting a satellite dish or similar electrical apparatus.

You must not, without the written consent of the Council, make any changes to or additions to the installations for heating space and/or water, or for the supply of water, gas, electricity and for sanitation.

All work carried out at the property must be carried out by a qualified and competent contractor, for example a Corgi-registered gas engineer and NICEIC approved electrical contractor. If we give our written permission for structural changes, you may still need to get planning permission and must comply with relevant building regulations.

### **7.5 Recharging**

You are responsible for repairing and maintaining all improvements and fixtures you install at the property. These improvements will become our property when you move out. If you take them with you when you move you must put the property back to the way it was before you improved it. If you don't then we may charge you for any necessary works.

We will charge you for the cost of removing any fixtures that you have installed at the property without our written permission.

You must carry out any repairs to the property or any other property belonging to the Council if those repairs are deliberately caused by you, your household members and/or your visitors or by your own neglect or carelessness at your own cost. If you do not, we may carry out the work and charge you for the cost of this work.

### **7.6 Access**

You must allow our employees, agents and contractors, to enter the property at reasonable times to inspect the property and/or carry out repairs or improvements to the property or any adjoining property. We will give you at least 24 hours notice in writing. If you do not let us in we may have to take legal action to enter your home and you may have to pay the resulting legal costs.

### **7.7 Emergency Access**

If there is an emergency, which could injure somebody or cause damage to any property, we or any agent or contractor we send to your property may enter your property using reasonable force if necessary without giving you notice. Upon completion of the necessary works, the Council or its contractors will leave the property secure.

### **7.8 Servicing – Gas Appliances**

The Council will maintain in a safe condition all gas appliances at the property except gas appliances fitted by you without our consent, which will be deemed to remain your personal property.

## 8. Nuisance and Anti-Social Behaviour

You, your friends and relatives and any other person living in or visiting the property (including children) must **not**:

- Do anything which causes or is likely to cause a nuisance, annoyance or disturbance to any person in the local area.
- Use the property for any criminal, immoral or illegal purpose, including growing, cultivating, selling, storing, or using any illegal drugs or storing or handling stolen goods.
- Harass anyone in the local area because of his or her race, nationality, sexuality, gender, religion or disability.
- Harass or threaten to harass or use violence towards anyone in the local area.
- Harass or threaten to harass or use violence towards employees of the Council, its agents or contractors.
- Inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.
- Do anything which interferes with the peace, comfort or convenience of other people living in the locality of your home, or in the surrounding area, neighbourhood, estates or properties, businesses or roads or in any shared areas or parking areas.

You, your friends and relatives and any other person living in or visiting the property (including children) must not engage in any nuisance and anti social behaviour. This includes but is not limited to:

- Using or threatening to use violence
- Intimidation
- Using abusive or insulting words or behaviour
- Damaging or threatening to damage another person's home or possessions
- Taking part in any racist actions or behaviour. A racist action is any action which the victim or any other person considers to be racist.
- Playing loud music
- Banging and slamming doors

- Allowing or inciting dogs to bark in such a way as to cause a nuisance
- Causing damage to any property or premises belonging to the Council or the Council's agents by graffiti or any other means
- Dumping rubbish
- Using fireworks in such a way as to cause nuisance or distress to any other person and/or their pets
- Setting bonfires in such a way as to cause nuisance and distress to any other person and/or their pets
- Keeping or using hazardous materials in the property or in any shared areas
- Graffiti and vandalism
- Throwing things out of windows or off balconies
- Leaving used syringes in an area where people can come into contact with them
- Prostitution
- Dealing in pornography
- Breaking shared security rules by, for example allowing strangers to get into the building. You must not interfere with security and safety equipment in communal blocks, for example by jamming communal doors open. You must not drive motor vehicles or pedal cycles on the estate in such a way as to cause a nuisance, distress or intimidation to any other person.

## 9. Use of the Property

You must use the property as your only or principal home.

You must use the property and the council's fixtures and fittings in a tenant-like and responsible manner.

### 9.1 Temporary Absence

You must notify us in writing before being absent from the property for a period of more than thirty consecutive days. If you are absent from the property for more than this period, you must take such steps as we require to keep the property secure in your absence.

If your job or some other reason means that you are often away for long periods you should tell your Housing Officer.

You, your friends and relatives and any other person living in or visiting the property (including children) must not use the property other than as a private home.

### 9.2 Business Use

You must not run a business from your home without our written permission.

You must not carry on or advertise any trade or business at the property without the necessary consent.

We will not allow you to run certain types of businesses from your home, including, but not limited to:-

- Car repair and maintenance businesses
- Any business where you would have to use an industrial sewing machine, other machinery or controlled or dangerous substances
- Shops or businesses where customers would have to visit the property
- Any business that would mean more than your own personal vehicle being parked outside the property, for example a taxi or private hire vehicle

If, after we give you permission, the business causes a nuisance, we may withdraw our permission. We will give you written notice of this.

### **9.3 Dangerous Use and Criminal Activity**

You and/or your household members must not use the property for any purpose which may cause a danger to any other person.

You must not use the property for any criminal, immoral or illegal purpose, including growing, cultivating, selling, storing or using any illegal drugs or storing or handling stolen goods.

You must not interfere with any equipment for detecting or putting out fires in the property.

You must not interfere or tamper with any meters either within or attached to your property or any other property.

You must not throw anything through the windows of the property or off the balconies or stairwells.

You must dispose of used syringes safely. You must not leave or place used syringes anywhere inside or outside the property where they may cause harm to anyone including other residents, employees of the Council, its agents or contractors.

### **9.4 Inflammable materials**

You and your household members and visitors must not keep or store dangerous, offensive or inflammable materials at the property including in the garden area and outbuildings.

You must not store or use any appliances that are powered by petrol, diesel or paraffin in the property or communal areas, except lawn mowers and garden strimmers.

You must not store any vehicles that are powered by petrol, diesel or paraffin in the shared areas.

### **9.5 Portable heaters**

You must not use any portable heater which burns oil, paraffin, gas or other combustible fuel inside the property.

### **9.6 Hygiene**

You must keep the property clean and tidy. If you don't, we will charge you for any work we need to because of this, such as removing rubbish.

You must keep the property free from bad smells. This does not include cooking smells.

### **9.7 Vermin and pests**

You must keep the property free from rats, mice and other pests. You must tell the Environmental Management Service immediately if your home becomes infested with rats, mice or other pests.

You must not feed pigeons outside the property, including balconies or other shared areas.

### **9.8 Shared and Communal Areas**

You must keep all common parts i.e. shared stairways, hallways and landings clean and free from rubbish and obstruction. You must not leave any personal belongings or refuse in these areas.

We will remove anything you leave in this area and may charge you for doing so.

You must ensure that all front and back shared doors are kept closed and secured at all times for the safety and security of all residents.

## **10. Animals**

### **10.1 Pets**

You, members of your household and any other person living in or visiting the property (including children) must not do the following:

Keep a dog in a flat or maisonette with a shared entrance (unless it is a registered guide dog or a registered hearing dog or similar).

Breed any animals or birds at the property.

Allow any animal you keep at the property (temporarily or permanently) to cause nuisance, annoyance or disturbance to any person including our employees and agents. Animals should be well cared for, kept in a clean and hygienic manner and kept under proper control, such as on a lead.

Allow your animals to foul in the shared areas of the property or on the roads or footpaths. You must immediately clear up any mess your pet makes whether inside the property, within any shared part, or in any public area. You must dispose of any mess hygienically.

If after your tenancy ends, you leave any animal in the property, we will charge you for looking after the animal or finding a home for it.

We will charge you for any damage your animal does to the property.

### **10.2 Domesticated Animals**

You must not keep livestock, such as horses, donkeys, goats, pigs, cattle, sheep, ducks, geese and chickens at the property or on any adjacent public land.

### **10.3 Unsuitable Animals**

You must not keep unsuitable animals at the property. Examples of unsuitable animals are:

- All wild animals
- All poisonous animals
- Any animal classified as 'dangerous' by legislation.

### **10.4 Pigeons**

If you live in a house, you can keep pigeons in a separate pigeon loft. You must get our written permission first. If we give you permission we may set certain conditions that you must keep to. If you do not keep to the conditions we will withdraw our permission. We may also withdraw our permission if the pigeons cause a nuisance.

## **11. Gardens**

You must keep your gardens neat, clean and tidy. If you don't we may do it for you and we may charge you for the work, or we may take legal action to compel you to do so and you will be charged for the costs of such proceedings.

You must not store rubbish, scrap, furniture, appliances or other unsightly objects in the garden areas or outbuildings.

You must keep the hedges, shrubs and grassed areas at the property tidy, trimming and pruning where necessary.

You must not remove, destroy, alter, replace or plant any hedge, fence or tree at the property without getting our written permission.

You must not put a greenhouse, garage, shed, outbuilding, hard standing, path, driveway, fence or pond in your garden without getting our written permission.

## 12. Vehicles

You must not park any vehicle anywhere on the property except in a garage or on “hard standing” (driveway or paved areas intended for parking). If you have to cross a pavement to get to your property the kerb to that pavement must be adapted at your expense to allow vehicles to cross it. You can obtain further information in respect of this from your Housing Officer.

You must not build a parking space, garage or drive without our written permission.

You must not park any motor home, caravan, boat or business vehicle at the property without our written permission.

You must not park any vehicle or trailer on pavements, verges, open areas or playgrounds.

You must not double park or park in such a way as to cause an obstruction to other road users including emergency services’ vehicles.

You must not keep motorbikes or other motorised vehicles within the dwelling or in a communal area.

You must not park any vehicle which is illegal, untaxed or not road worthy at the property, or on any road or land we own around your property. If you do so we may remove the vehicle. We may charge you for removal of the vehicle. We will give you at least 24 hours notice in writing of our intention to remove the vehicle.

You must not carry out major car repairs at the property or on any shared areas or on the road or land we own around your property on a frequent basis.

You must not drive motor vehicles or pedal cycles on the estate in such a way as to cause a nuisance, distress or intimidation to any other person.

## **13. Sheltered and other Specialist Accommodation**

If you are housed in sheltered, supported or other accommodation with a specialist housing service, it is because you are believed to qualify on the basis of your application and other information you have provided. If we later find out that you do not qualify for this specialist accommodation, we may apply to the court for you to be removed from the accommodation and you may have to move to an alternative property that is not sheltered or under other special accommodation terms.

You must accept and pay for the full range of services provided with the accommodation (for example Careline). If you fail to pay for or refuse to accept these services, we may apply to the court for you to be removed from the accommodation and you may have to move to an alternative property that is not sheltered or under other special accommodation terms.

## **14. Furnished Properties**

When you sign this tenancy agreement we will rent to you the furniture listed on the inventory. If we rent more furniture to you we will ask you to sign a new furniture list.

You, your friends and relatives and other persons living in or visiting the property (including children) must not deliberately damage or vandalise our furniture.

You must not move any of our furniture from the property without our written permission.

You must let our employees and contractors into your property at reasonable times to inspect the furniture and carry out repairs.

You must not sell, rent or give away any of our furniture. If you do so we will consider this to be theft and we will inform the police. We may also apply to the court for your eviction and we will ask the court for you to pay us compensation for the furniture.

You must pay us for the cost of repair or replacement of any item lost, damaged or destroyed during your tenancy by your own negligence.

You must report to your Housing Officer immediately if any repairs need carrying out to our furniture which we are responsible for.

When you move out of the property you must leave our furniture in the property in a good state. We will inspect the furniture before you leave. We may charge you for broken, lost or damaged items.

## **15. Ending the Tenancy**

### **15.1 Termination by the Tenant**

You must inform your Housing Office in writing at least four weeks before you want to end your tenancy. This is known as the “four week notice period”. The four-week notice period must end at noon on a Monday. You must return your keys to the Housing Office by 12 noon on the Monday that your tenancy ends.

### **15.2 Termination by the Council**

The Council may terminate the tenancy by leaving any Notice required by law at the property or by posting such Notice to you at the property and, where necessary, obtaining a Possession Order from the Court.

### **15.3 Notice to Quit**

If we serve you with a ‘Notice to Quit’, we will give you 28 days notice in writing of the day on which your tenancy will end. The Notice will expire on either the same day as the date on which the tenancy commenced or on the date on which the rent is paid or on the day before.

#### **15.4 When the tenancy ends you must:-**

Return all your keys belonging to the property to your Housing Office on the day you leave. If you do not we will change your locks and charge you for the cost of replacing the keys and locks.

Pay all rent and other charges up to the date your tenancy ends.

Remove all your furniture and personal belongings from the property including any greenhouse, shed or garage. We will dispose of any items you leave behind and we may charge you for this.

Remove all rubbish from inside and outside the property and leave it in a clean and tidy condition.

Make sure that all fittings and fixtures you leave in the property are in good working order.

Replace or repair any broken items which belong to us.

Leave all our furniture in the property.

Report all repairs that are needed at the property.

Allow our employees and contractors to enter the property at reasonable times to inspect it.

## 16. Definitions

**Assign:** means to give the property to another person by means of a legal document

**Common Parts / Shared / Communal Areas:** means all entrance halls, stairways, balconies, landings, walkways, common rooms, shared gardens, lawns, landscaped areas, fixtures and are used in common with other tenants and residents.

**Council / we / us / our:** means Rochdale Metropolitan Borough Council as legal landlord or Rochdale Boroughwide Housing Limited (RBH) to whom the Council has legally delegated its landlord function. The official address for service of notices in writing is:

Rochdale Boroughwide Housing Limited  
PO Box 69  
The Old Post Office  
The Esplanade  
Rochdale OL16 1AE

**Exchange:** means to swap tenancies with another person.

**Fixtures and Fittings:** means all appliances and furnishings in the property including installations for supplying or using gas, electricity and water.

**Flat:** means a home which forms part of a building.

**Garden:** means the exterior space, including lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences let with the home, of which the tenant has exclusive possession.

**Harassment:** means the use of violence or threats of violence towards another person, abusive or insulting words or behaviour; damage or threats of damage to property belonging to another person (including damage to any part of a persons home); writing threatening, abusive or insulting graffiti; any act or omission calculated to interfere with the peace or comfort or convenience of any persons.

**Home:** means the property let to you under this agreement.

**Household:** means any person living at the property, permanently, temporarily or intermittently. It includes people who spend most of their time at the property, even if their address is elsewhere. It also includes lodgers, licensees, sub-tenants and other members of your family, both adults and children.

**Improvement:** means any alteration or addition to the property.

**Lodger:** means anyone who pays you money to let them live in the property.

**Neighbours:** means everyone living in the local area, including other Council tenants, people who own their own homes and tenants of other landlords.

**Property:** means the dwelling and all gardens, yards, sheds and other space or buildings of which you have exclusive possession, including fences, paths, steps, ramps and hard-standings in the garden. It does not include any shared areas.

**Sub-let:** means giving another person the right to live in part or all of the property.

**Tenant-like manner:** means that the tenant must take proper care of the property. The tenant must do the little jobs about the property which a reasonable tenant would do, except any work which the Council must carry out by law. The tenant must not damage the property wilfully or negligently. The tenant must ensure that household members and visitors do not damage the property.

**Written permission:** means a letter from us giving consent to do certain things. It does not include planning permission or building regulation approval.

**You / Your:** means the tenant, or the joint tenants, or any of the joint tenants.



Rochdale  
Boroughwide Housing



## TENANCY AGREEMENT

When signed this document becomes a legal document between you and Rochdale M.B.C. You should only sign this document if you agree to keep to its terms. You should read this document carefully before signing it. If there is anything which you do not understand, you can ask a housing officer. If you prefer you can get independent advice free from the Citizens Advice Bureau or a Law Centre. You may be entitled to free advice from a Solicitor.

### THE ADDRESS OF THE PROPERTY COVERED BY THE AGREEMENT IS:-

The property is with/ without communal areas (delete as appropriate)

The property is furnished/ unfurnished (delete as appropriate)

NB For Furnished Property- Complete separate inventory page

<b>TENANCY REFERENCE NUMBER:</b>																				
CURRENT NET RENT	£	SUPPORTING PEOPLE CHARGE										£								
CURRENT SERVICE/OTHER CHARGE	£	HEATING CHARGE										£								
CURRENT WATER CHARGE	£	FURNITURE CHARGE										£								
<b>TOTAL WEEKLY GROSS RENT PAYABLE = £</b>																				
<b>THE FULL NAMES OF THE TENANTS ARE:-</b>																				
(1) Mr/Mrs/Miss/Ms										(3) Mr/Mrs/Miss/Ms										
(2) Mr/Mrs/Miss/Ms										(4) Mr/Mrs/Miss/Ms										

This weekly tenancy starts on: MONDAY .....

The tenancy is: a **SECURE** tenancy/ an **INTRODUCTORY** tenancy until \_\_\_\_\_  
(please delete as appropriate). (NB If in doubt obtain advice before Agreement is signed.)

### DECLARATION

The information which I gave in my application for a tenancy was and is still true.

I have read and understand the tenancy agreement and will keep to the conditions and have been given a copy.

I acknowledge receipt of \_\_\_\_\_ keys as detailed above and agree to return them at the end of the tenancy.

I will, in consideration of being granted this tenancy, pay to the Council in addition to the rent and any other charges, the sum of £\_\_\_\_\_ in accordance with the schedule attached, which is rent arrears and other charges in respect of a former tenancy at:-

<b>TENANT'S SIGNATURE(S)</b>	
Date	Date
Date	Date
HOUSING OFFICER SIGNATURE:	Date

Rochdale MBC operates policies designed to ensure that all tenants receive equal treatment regardless of their ethnic origin. In order to check that these policies are fully carried out, please indicate your ethnic origin. Your answers will be strictly confidential

White (WH)		Pakistani (PA)		Indian (IN)	
Black-Caribbean (WI)		Black- African (AF)		Black Other (BO)	
Irish (IR)		Chinese (CH)		Kashmiri (KA)	
Bangladeshi (BA)		Other – Please Specify		Declined (NS)	



Rochdale  
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### Instruction to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form (including the 'For Rochdale Boroughwide Housing (RBH) information only' box) using a black ball point pen. You can hand in your completed form at any of our local housing offices or any Council customer service centre or you can post it to:

Rochdale Boroughwide Housing  
Rents and Right to Buy  
P.O. Box 69, The Old Post Office  
The Esplanade  
Rochdale OL16 1AE

Name(s) of Account Holder(s):

Bank/Building Society Account Number:

Branch Sort Code:

Name and full postal address of your Bank or Building Society:

To: The Manager of \_\_\_\_\_ Bank/Building Society  
Address: \_\_\_\_\_  
Postcode: \_\_\_\_\_

RBH – Rent Reference

Originator's Identification Number:

For Rochdale Boroughwide Housing (RBH) information only.  
This is not part of the instruction to your Bank/Building Society

I/We wish to pay on 1st  8th  15th  22nd  of each month. Weekly every Friday  Fortnightly on a Friday   
Property Address: (Please state the address for which rent is being paid)

\_\_\_\_\_  
Postcode \_\_\_\_\_

#### Instruction to your Bank or Building Society

Please pay Rochdale Metropolitan Borough Council Direct Debit. I understand that this instruction may remain with RBH and if so, details will be passed electronically to my Bank/Building Society.

Signature(s):

Date:

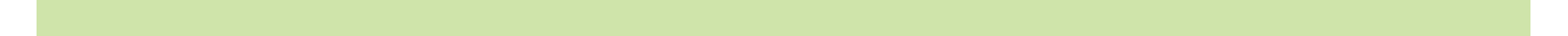
Banks and Building Societies may not accept Direct Debit Instructions from some types of account.

This guarantee should be detached and retained by the Payer

#### The Direct Debit Guarantee



- This guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, Rochdale Boroughwide Housing will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request Rochdale Boroughwide Housing to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit by Rochdale Boroughwide Housing or by your bank or building society you are entitled to a full and immediate refund of the amount paid from your bank or building society.
  - If you receive a refund you are not entitled to, you must pay it back when Rochdale Boroughwide Housing asks you to.
- You can cancel a Direct Debit at any time by simply contacting your Bank or Building Society. Written confirmation may be required. Please also notify us.



**This document is available on request in large print, Braille, Bangla, Urdu, audio tape or on computer disk from the Housing Equality Team on (01706) 273790. or (01706) 273791.**

یہ دستاویز درخواست کیے جانے پر بڑے حروف، بریل سسٹم، بنگلہ اور اردو زبانوں، آڈیو ٹیپ یا کمپیوٹر ڈسک پر ہاؤسنگ ایکوالٹی ٹیم سے ٹیلی فون نمبر (01706) 273790 پر رابطہ قائم کر کے حاصل کی جاسکتی ہے۔

এই দলিলটি (ডকুমেন্ট) হাউজিং ইকোয়ালিটি টیمের নিকট হইতে বড় ছাপার অক্ষরে, ব্রেইল (অন্ধদের জন্য বিশেষভাবে নির্মিত) অক্ষরে, বাংলায়, উর্দুতে, ক্যাসেটে অথবা কম্পিউটার ডিস্কে (01706) 273791 নম্বরে ফোন করিয়া সংগ্রহ করিতে পারেন।

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