



TENANCY AGREEMENT UNDER SECTION 193 OF THE HOUSING ACT 1996

This document is a Tenancy Agreement, under the provisions of the Section 193 of the Housing Act 1996 between East Riding of Yorkshire Council (“the Council”) and the Tenant(s) named in the Schedule below, under which the Council let to the Tenant(s) the premises described in the Schedule in accordance with the terms of this Agreement.

The Council and the Tenant agree:-

- (a) The amount payable fortnightly shall be the amount set out in the Schedule subject to variation as provided in the Appendix herewith which covers rent as indicated in clause 3.1 of the Appendix;
- (b) The terms, conditions, obligations and duties as set out in the Appendix to this Agreement shall be observed and performed by the Council and the Tenant;
- (c) This Tenancy Agreement is made under the provisions of Section 193 of the Housing Act 1996 and the tenancy hereby created is for a term not exceeding 2 years and is therefore not a secure tenancy;
- (d) In the case of a tenancy in joint names (a joint tenancy) each Tenant shall be jointly and severally responsible for compliance with the conditions of tenancy identified in the Appendix.

SCHEDULE

Address of Premises

Tenancy Start Date

Name of Tenant

Fortnightly Rent (Subject to Clause 3.1 of the Appendix)

Signed on behalf on the Council

Signed by Tenant(s)

APPENDIX

- 1 (i) In this Agreement references to the Director shall mean the Director of Social Services, Housing and Public Protection.
- (ii) The entry into possession of the premises by the Tenant shall be conclusive evidence of his/her acceptance of all the following conditions.

2 OBLIGATIONS AND DUTIES OF THE COUNCIL

2.1 Repairs - Structure and exterior

The Council shall keep in repair the structure and exterior of the premises. This includes:-

- (i) drains, gutters and external pipes
- (ii) the roof
- (iii) foundations, outside wall, outside doors, broken glass caused by fair wear and tear, window sills, window frames and thresholds
- (iv) internal walls, skirting boards, doors and doorframes, floors and ceiling, (not including painting and decoration)
- (v) chimney and chimney stacks, central heating flues - (this does not include the sweeping of chimneys)
- (vi) garages, outhouses or external stores erected by the Council
- (vii) pathways and steps (only where these are a means of access to the property)

2.2 Repairs - Installations

The Council shall keep in repair and working order installations for the supply of water, gas and electricity, for sanitation and for space and water heating, provided for the benefit of the property.

The installations include:-

- (i) electric wiring, gas pipes and taps, water pipes and taps
- (ii) electric consumer units, sockets, light switches and light fittings or pendants
- (iii) basins, sinks, baths, WC's, waste pipes and showers
- (iv) water heaters, boilers, fireplaces, fitted fires, heaters, radiators and warm air ducts
- (v) communal tv aerial systems
- (vi) any tanks and pipes for the supply of oil to oil filters central heating systems

The Council will not be liable for repairs

- (i) if the repairs become necessary for reasons other than normal fair wear and tear; or
- (ii) if the installation was fitted by the present tenants without the written consent of the Council

However, the Council reserves the right to carry out repairs in these circumstances where it deems necessary and the tenant will be liable to pay to the Council the cost of such repairs.

2.3 Repair - Common Parts of Flats & Maisonettes

In flats or maisonettes, the Council will carry out repairs to the common entrance, halls, stairways, passageways, communal lighting and any other parts used by the Tenant, including the necessary painting and decoration.

2.4 External Decorations

The Council will arrange periodically to paint the exterior of the premises.

2.5 It is a condition of the Tenancy Agreement between the Council and the Tenant that all repairs or reinstatement to be effected by the Council at the Tenant's expense shall be undertaken on a schedule of rates contracts in accordance with the Council's normal contractual arrangements with tradesmen.

3 **RIGHTS, OBLIGATIONS AND DUTIES OF THE TENANT**

3.1 Payment of Rent

The Tenant shall pay the rent which shall include any other charge, debt or court costs arising from time to time out of the tenancy agreement, less any rebate, as shown on the rent card, together with all other charges relating to the premises, including recovery of any overpayment of housing benefit paid to the Housing Benefit Authority by the Council, promptly each fortnight and due on Monday of that week.

Note: the Tenant shall be responsible for the payment of any Council Tax, Water, Sewage, Gas & Electricity charges.

3.2 Repairs and Garden Maintenance

The Tenant shall be responsible for:-

- (i) repairs of damage, including fire damage, caused deliberately or through the neglect or carelessness of the Tenant or members of the Tenant's household or visitors
- (ii) repairs of damage caused by any pet or animal belonging to the Tenant or members of the Tenant's household or visitors;
- (iii) the repairs, renewal or replacement where necessary, in a satisfactory manner, of the items listed below:-
 - (a) glass, other than caused by fair wear and tear
 - (b) WC chains and plugs for sinks, wash hand basins and baths
 - (c) interior and exterior door keys
 - (d) dustbins, wheelie bins and sackholders
 - (e) batteries in battery operated smoke detectors
- (iv) sweeping of chimneys and boiler flues in use as often as necessary

- (v) preventative measures in relation to the bursting of water pipes, blocking of drains and sewers and fire. Immediate notification must be given to the Council if any damage, burst or blocked water pipes or drains. If the Tenant leaves the property unheated during any part of the period 1 October to 31 March (inclusive) then the water shall be turned off at the stop tap and the system drained off. Repairs caused by negligence or omission of the Tenant will be the Tenant's responsibility.
- (vi) keeping in good repair fences, garden structures and hard standings where these are provided by the Tenant.
- (vii) Tenants of flats shall be responsible for keeping the communal area in a clean and tidy condition at all times to the satisfaction of the Director. Tenants must also ensure that no carpets, furniture or other items are placed in the said communal areas.
- (viii)
 - (a) Tenants of flats shall be responsible for the proper maintenance of the garden including hedges and fences (other than fences maintained by the Council as a planning condition) to the satisfaction of the Director.
 - (b) the Tenant shall not remove or erect any garden structures and fences, planting or removal of trees, shrubs or bushes - within the curtilage of the dwelling
 - (c) if the Tenant fails to keep the garden in a proper and tidy state or erects any garden structure or fencing or remove any trees, hedge or fence without consent, then the Council may, on giving 24 hours written notice to the Tenant, enter the premises and carry out any works it thinks fit and recover from the Tenant any expense incurred in carrying out those works.

3.3 Interior Decoration

- (i) the Tenant shall keep the inside of the premises in good decorative order to the satisfaction of the Director and shall keep it and any garage or other structure which is part of the premises in a clean and tidy condition.
- (ii) the Tenant shall not make any internal alterations (structural or otherwise) nor change any of the landlords fixtures and fittings.
- (iii) the cost of any work required by the Council to reinstate fixtures and fittings shall be due from the Tenant to the Council and the work shall be undertaken on a schedule of rates contract as paragraph 2.5 on page 2.

3.4 Exterior Decorations, Alterations & Additions

- (i) the Tenant will not erect or allow to be erected any wireless or television aerial or satellite dish except with the consent of the Director.

- (ii) the cost of any work required by the Council to reinstate defective works should be due from the Tenant to the Council etc. as in 3.3 (iii) above.

3.5 Access to Property

The Tenant shall, after receiving 24 hours written notice, allow an Officer of Officers, workmen or agents of the Council to enter the premises for the purpose of conducting an inspection or to carry out any works as the Council think fit. In the case of an emergency as determined by the Director, immediate entry to the premises can be made.

3.6 Use of Premises

- (i) the Tenant must occupy the premises under the provisions of paragraph 4 of the Schedule 1 to the Housing Act 1985 personally as a resident and as his/her sole place of residence.
- (ii) the Tenant shall not sublet or otherwise part with the possession of the whole or any part of the premises.
- (iii) the Tenant may not take in other persons as lodgers.
- (iv) the Tenant may not use any part of the premises for business purposes.
- (v) the Tenant shall not hang any washing out of any balcony or window.

3.7 Use of Communal Parts

- (i) the Tenant and members of his/her household shall use communal parts including garage forecourts or parking areas on an estate in a reasonable manner, and for the parking of motor vehicles with an unladen weight not exceeding 7.5 tonnes only.
- (ii) the Tenant shall not park any motor vehicle on any Council estate car park without displaying a current tax disc.

3.8 Nuisance

The tenant shall act in a reasonable manner and avoid, in particular, conduct which causes a danger, nuisance or annoyance to others. The Tenant is also responsible in this respect for the conduct of members of the Tenants household and other residents in or visitors to the premises.

3.9 Pets and Animals

The Tenant shall not keep any animal (which expression shall include animals, poultry, birds, insects and reptiles) including cats and dogs on any part of the premises without written consent of the Council. Dogs, cats or other animals kept shall be properly controlled at all times so as not to cause a nuisance or annoyance to other persons.

3.10 State of Premises at end of Tenancy

At the end of this tenancy, the Tenant shall leave the premises and the Council's fixtures and fittings, in good condition and if any repairs are required other than for fair wear and tear, then the work will be carried out by the Council and re-charged to the out-going tenant on a schedule of rate basis.

3.11 The Tenant must advise the Director as soon as reasonably possible about any fault in the premises which it is the Council's responsibility to repair.

4.0 **TERMINATION OF TENANCY**

(i) If the Tenant wishes to bring the Tenancy to an end, four clear weeks notice, or such lesser period as the Director may accept, must be given in writing to the Council to expire on a Monday. On leaving the premises the Tenant must remove all goods and articles. If any goods remain in the property at the termination of the property, those articles or goods will become the property of the Council and may be sold to cover any expenses incurred by the Council in their removal and/or the said cost recharged to the Tenant if applicable.

(ii) In the event of the death of the Tenant, his/her representative will give four weeks clear notice, or such lesser period as the Director may accept, in writing to the Council to terminate the tenancy expiring on a Monday. On leaving the premises the representative must remove all goods and articles at termination of tenancy. Any goods and articles will become the property of the Council and may be sold to cover any expenses incurred by the Council in their removal and/or the said cost recharged to the Tenant's estate if applicable.

(iii) All keys to the premises must be delivered to the Director not later than 10.00AM on the Monday the Tenancy terminates, otherwise the tenancy shall continue until the Monday following the return of the keys.

5 **VARIATION OF TERMS OF TENANCY**

The Council may vary the terms of this Agreement including the rent payable hereunder or the services provided under the tenancy upon giving not less than four weeks notice in writing and subject to statutory requirements applicable thereto.

6 Where the Director's consent is required under this Agreement, he may give it with or without condition and such consent shall not be unreasonably withheld.