

2010
ROTHERHAM LTD

TURNING HOUSES INTO HOMES

www.2010rotherham.org



Rotherham Metropolitan Borough Council

TENANCY AGREEMENT



www.rotherham.gov.uk

Rotherham
Metropolitan
Borough Council 
Where Everyone Matters

This document can be made available in your language and in alternative formats such as Braille, large print, electronic and audio-tape versions.

Contact us at:

minicom 01709 823 536

www.rotherham.gov.uk

اگر آپ کو یہ دستاویز کسی دوسری زبان اور / یا کسی متبادل صورت (فارمیٹ) میں درکار ہو تو ہم سے رابطہ کریں۔

如需索取這份文件的其他語文譯本和/或各種形式版本，請聯絡我們。

در صورتیکہ این مطلب را به زبان و یا شکل دیگری می خواهید لطفاً با ما تماس بگیرید

أصل بنا إذا تريد هذه الوثيقة بلغة أخرى أو بصيغة بديلة

Veillez nous contacter si vous désirez ce document dans une autre langue et/ou dans d'autres formats.

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It is important you understand the difference between Rotherham Council and 2010 Rotherham Ltd.

Rotherham Council is your landlord and owns your property. This tenancy agreement is between you, as the tenant, and the Council, as your landlord.

2010 Rotherham Ltd is an Arms Length Organisation (ALMO). It is entirely owned by the Council and takes on the day to day responsibility to manage, repair and improve the Neighbourhoods of Rotherham.

Part I

Tenancy Agreement

This Agreement is a legal contract made between:

1. “We, our, us”, **ROTHERHAM METROPOLITAN BOROUGH COUNCIL** and
2. “You, your”

This Agreement creates a periodic **INTRODUCTORY / SECURE** Tenancy, in respect of the dwelling-house or flat at:

(‘the Property’)

Your **INTRODUCTORY TENANCY** will commence on the _____ **20** and will automatically become a **SECURE TENANCY** on the _____ **20** unless the period of the Introductory Tenancy is extended by us.

You must read the following notes before reading any other part of the Agreement

I. Legal Contract

- (a) This Agreement is a legal contract between you and us. You should only sign it if you are prepared to comply with your obligations set out in the agreement and your other legal obligations which are set out in Acts of Parliament and statutory instruments made under those Acts.
- (b) If you do not understand anything in this Agreement you may want to ask for independent advice from the Citizens Advice Bureau or a Solicitor before you sign.
- (c) This Agreement only contains details of what we agree to do as your landlord and what you agree to do as our tenant. Both you and we have other obligations and rights set out in Acts of Parliament and in regulations made by Ministers under those Acts. These statutory rights and obligations are not explained in this document but are set out in the Customer Handbook that has been given to you.
- (d) This Agreement creates a tenancy in respect of the Property. We are your landlord and you are our tenant. The tenancy you will receive will be a Secure Tenancy if immediately before taking this tenancy you were a Secure Tenant of another Council property or an assured tenant of a housing association; otherwise the tenancy will be an Introductory Tenancy. The type of tenancy that is created by signing this document is mentioned above.
- (e) Whatever tenancy you have the obligations on your part are the same. However your statutory rights may be different. These are explained in the Customer Handbook.

2. Introductory Tenancy

If your tenancy is an Introductory Tenancy there will be a trial period of one year. Your tenancy will usually become a Secure Tenancy the date mentioned above unless we extend it (please see your Customer Handbook for details of extending Introductory Tenancies).

3. Demoted Tenancies

If your tenancy is a Secure Tenancy the Court may make it a Demoted Tenancy if we can prove that the grounds for doing so exist and it is reasonable for the Court to make a Demotion Order. If an order is made your tenancy will become a DEMOTED TENANCY for a period of usually one year, after which period your Secure Tenancy is restored. You will still have to comply with all of the obligations of a tenant whilst you are a Demoted Tenant, but your statutory rights will be less. Your statutory rights and obligations under a Demoted Tenancy are explained in the Customer Handbook.

4. Common Law Tenancy

Whatever tenancy you have at any particular time you will lose most of your statutory rights if you cease to occupy the Property as your only or main home. During any period that you (or at least one of you if you are joint tenants) do not occupy the Property as your only or main home we may end your tenancy by giving you notice to quit complying with the Protection from Eviction Act 1977, and you will have no right to exercise any right to buy that you might otherwise have. In this Agreement we call the type of tenancy that you will have during any period that you do not occupy the Property as your only or main home a COMMON LAW TENANCY.

Weekly Rent and Additional Rent

Rent	£	per week
Additional Rent <i>(List other charges that the tenant must pay under this Agreement)</i>	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
	TOTAL £	per week

Any increases or changes in these amounts will be notified to you as set out in the Customer Handbook.

Additional Payments

_____	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
_____	£	per week
	TOTAL £	per week

Terms and Conditions of your Tenancy

1. Living in your Home

- (a) You must live in the property as your only or main home. If you are a joint tenant, it must be the only or main home of at least one of you.
- (b) You must tell your Neighbourhood Team, the address of which appears on Page 17 of this Agreement in writing if you are going to be away from your home for more than four weeks. This is so we know you have not moved away permanently.

2. Rent

- (a) You must pay the weekly rent and other charges (additional rent) listed on Page 5 of this agreement. The rent and other payments are due weekly in advance, unless other payment arrangements have been agreed in writing by your Neighbourhood Team.
- (b) Joint tenants are equally responsible for all the rent and for any rent arrears.
- (c) It is your responsibility to apply for Housing Benefit if you think you may be entitled to this.
- (d) It is your responsibility to inform Housing Benefits of any changes in your circumstances that may affect your entitlement.
- (e) We may alter the rent and other charges on giving you proper warning of our intention (please see Customer Handbook for details)

3. Nuisance and Anti-Social Behaviour

- (a) You are responsible for the behaviour of every person living in or visiting your home. This includes your children. You are responsible for their behaviour in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the neighbourhood around your home.
- (b) You, other residents of your home or your visitors must not behave in a way that causes or is likely to cause a nuisance, annoyance or disturbance to any other person in the locality of your home.

Examples of nuisance, annoyance or disturbance include:

- Playing loud music
- Having the television too loud
- Loud arguing and door slamming
- Carrying out DIY or other noisy household activities late in the evening or during the night.

- Dogs barking
- Dogs or other pets fouling in gardens, public spaces and streets
- Offensive drunkenness
- Selling drugs or possessing drugs
- Dumping rubbish on non official 'dump it' sites
- Playing ball games close to someone else's home and causing them annoyance

This is not a complete list of all behaviour that might cause a nuisance. There are other examples.

- (c) If you or any member of your family unilaterally withdraws from a Family Intervention Project we will treat such withdrawal as evidence of anti-social behaviour;
- (d) You, other residents of your home or your visitors must not harass any other person in the locality of your home, harassment includes:
- Racist behaviour or language that offends other people.
 - Using or threatening to use violence, including domestic violence.
 - Using abusive or insulting words or behaviour.
 - Damaging or threatening to damage another person's home or possessions.
 - Writing threatening, abusive or insulting graffiti.
 - Doing anything that interferes with the peace, comfort or convenience of other people.
 - Hate Crime
- (e) You, other residents of your home or your visitors must not use your home, any communal areas, or the locality, to carry out any illegal activity. 'Illegal' means any activity that the law prohibits and makes a criminal offence.
- (f) You, other residents of your home or your visitors must not cause any damage to our property or write graffiti on our property. You will be charged the cost of repair or replacement.
- (g) You, other residents of your home or your visitors must not interfere with any security and safety equipment in communal blocks, for example by jamming security or fire doors open or letting strangers in without identification.
- (h) You, other residents of your home or your visitors must not be violent or threaten violence against any other person, whether they are living with you or in another property. You must not harass, use mental, emotional, physical or sexual abuse to make anyone who lives with you leave the home. If a person leaves the home because of domestic violence we may take action to end the tenancy.

- (i) You, other residents of your home or your visitors must not use abusive or threatening language or act in a violent, aggressive or abusive manner towards the Council's members, officers or agents.

4. Obtaining Written Permission

When you are required to obtain our permission in this agreement you must send a written request for permission to your Neighbourhood Team. Permission will only be given in writing. We will not unreasonably refuse permission and will give our reasons in writing if we do. Any permission may be subject to conditions. If you do not comply with any conditions, this will be a breach of your tenancy agreement.

5. Lodgers and Overcrowding

- (a) You must not take in a lodger without our prior written permission, unless paragraph (b) below applies.
- (b) If you have a Secure Tenancy you may take in a lodger provided that this does not make the Property overcrowded.
- (c) You must not allow your home to become overcrowded. 'Overcrowded' is explained in your Customer Handbook.

6. Furnishings and Furniture

- (a) If you are taking a furnished property the items listed in the Inventory attached to this agreement belong to us.
- (b) You must keep the items in the inventory in good repair and condition and must pay for the cost of replacement of any item damaged (allowing for fair wear and tear) by you, members of your family or any visitors to your home.

7. Right to Buy

- (a) If you are a Secure Tenant you may have the right to buy your home after five years (if your Secure Tenancy started before 18th January 2005 you qualified after only two years).
- (b) Certain properties are excluded from the right to buy.
- (c) Please read your Customer Handbook for more information about your right to buy.

8. Adaptations

- (a) Any adaptations to meet special needs of yourself or a member of your family to your home are our property and are provided on licence only; examples of adaptations are given in the Customer handbook.

- (b) If the person who needed the use of the adaptation no longer lives in the Property (either because they have moved or died or because you have moved into an adapted home following an exchange) you must allow us to remove the adaptations which can then be used by some other customer with special needs at a time convenient to both parties.
- (c) We will make good any damage to the structure of the Property when removing adaptations and our “Decorating Allowance Procedure” will be used for any necessary redecorations.

9. Exchange

- (a) You may not exchange the Property for a Council dwelling occupied by another tenant without obtaining our prior written permission. If you have a Secure Tenancy we must give you permission unless statutory grounds for refusal exist. If we refuse permission we will tell you why in writing. Details of the statutory grounds of refusal are set out in the Customer handbook.
- (b) If you do not have a Secure Tenancy we may give or refuse permission for any reason that we regard as proper but we will always tell you why if we refuse.
- (c) If you exchange without permission we will normally take legal action to evict you. You will not be able to return to your original home. You must not pay or accept any money, goods or services to exchange your home.
- (d) If you exchange your home with another tenant you will be required to accept your new property in the condition it is in at the time you move into it, apart from any repairs that we are legally required to carry out. This means that we take no responsibility for cleanliness, alterations, tenant’s own fixtures, or the standard of decoration.
- (e) You must leave your home in a good condition when you move out. Our fixtures and fittings (and furniture if provided) should be left in the same state as they were at the beginning of your tenancy, allowing for fair wear and tear and any approved alterations you have done.

10. Ending the Tenancy

- (a) When you want to end this agreement and leave your home, you must tell your Neighbourhood Team in writing at **least four weeks before you move out**. This 4-week notice period must end on a Monday. This is a legal requirement.

If you do not give 4 weeks notice, we will start the notice period from when you tell us you are leaving, when you hand your keys in, or when we find out that you have left. **This means that you will have to pay rent for those 4 weeks even if you no longer live in the property.**

When you are joint tenants, one tenant can end the whole tenancy by giving notice in writing.

If you occupy the Property as your only or main home we cannot end your tenancy. In some circumstances we may be able to apply to the Court for an order that will end your tenancy. These circumstances will be different depending on whether your tenancy is Secure, Introductory, or Demoted, and are explained in the Customer Handbook. If you are not occupying the Property as your only or main home we may end your tenancy by giving you at least 4 weeks notice to quit in writing ending on a Monday.

- (b) You must leave your home in a good condition when you move out. Our fixtures and fittings (and furniture if provided) must be left in the same state as they were at the beginning of your tenancy, allowing for fair wear and tear and any approved alterations you have done.
- (c) You will have to pay for the repair or replacement of any items damaged deliberately or because you have neglected or misused them. You will have to pay for the repair, replacement or re-instatement of any unauthorised alterations you have made to your property.
- (d) Council officers or agents of the Council will make an inspection of your property before you leave your home and again as soon as possible after we know you have left. You must agree a convenient time for your home to be inspected before the end of the tenancy.
- (e) All keys must be returned to your Neighbourhood Team no later than 12.00 noon on the Monday that your tenancy ends. You are liable for additional rent if the keys are handed in after 12.00 noon.
- (f) You must remove all your belongings when you move out. This includes floor coverings, rubbish, and light fittings. If you leave anything behind we will immediately remove and dispose of any rubbish or perishable items and you will be charged for the cost of this, together with any storage charges incurred.
- (g) If your tenancy ends because you die, your personal representative will be responsible for the payment of any outstanding rent or any other charges made under this tenancy agreement

11. Trade or Business

- (a) You must not use your home for any trade or business without first obtaining written permission from us.

12. Planning and Building Applications

- (b) You must advise your Neighbourhood Team of any application for building regulation, planning or licensing purposes that you make if these apply to your home.

13. Vehicles

- (a) You, other residents of your home or your visitors must not park vehicles inside the boundary of your home unless there is a suitable hard standing and a dropped kerb. For further information on obtaining permission see page 8, clause 4.
- (b) You, other residents of your home or your visitors must not park or drive any vehicle on open plan areas, footpaths or grassed verges. You may be charged the cost of any damage caused if you have breached this clause.
- (c) You, other residents of your home or your visitors must not park any caravan, boat or trailer on communal parking areas or on your garden without first getting permission from us.
- (d) You, other residents of your home or your visitors must not do major vehicle repairs or park an untaxed or unroadworthy vehicle on the land around your home, the road, communal parking areas, open plan areas, footpaths or grass verges. You must not cause annoyance or nuisance to anyone whilst doing vehicle repairs.
- (e) You, other residents of your home or your visitors must not keep mopeds or motorbikes inside your home or in communal areas.
- (f) You, other residents of your home or your visitors must not cause a nuisance when using motor vehicles in the local area.

14. Animals

- (a) You must not keep an Animal at the Property without our written consent (if you are an existing tenant and have an animal at the property on or before the 5th January 2009 you have our automatic consent for such animal or animals).
- (b) We will not refuse permission unless we have reason to believe that the welfare of any person living with you, or your neighbours, or any person visiting the Property or the locality, or the Animal you wish to keep, or any other animal that you already keep at the Property would suffer if we gave permission.
- (c) You must keep any Animal kept at the Property under proper control so that they do not cause a danger, nuisance or annoyance to your neighbours or anyone visiting the Property or the locality.
- (d) You, other residents of your home, or your visitors must not do or permit anything to be done which encourages wild animals or wild birds onto our property that cause or are likely to cause a danger, nuisance or annoyance to other people, or damage to property.

15. Communal Areas

- (a) You must co-operate with the Council and your neighbours to keep any communal areas clean and free from obstructions. You must not place rugs, carpets, plants, furniture or rubbish in communal areas.
- (b) You, other residents of your home, or your visitors must use any communal areas and lifts in a reasonable manner, not causing any nuisance or annoyance to other people.
- (c) You, other residents of your home, or your visitors must not use any communal areas to store items or deposit rubbish.
- (d) You, other residents of your home, or your visitors must not smoke in any enclosed communal areas

16. Dangerous Materials

You must not keep or use any flammable or other dangerous materials in your home or in any communal areas. This includes petrol, paraffin and bottled gas.

17. Repairs and Maintenance

Repairs by you

- (a) You must keep your home in a clean and good condition and use the fixtures and fittings responsibly.
- (b) Unless you are elderly or registered disabled you are responsible for small repairs such as;
 - replacing plugs and chains to baths, wash hand basins and sink units.
 - replacing broken toilet seats,
 - replacing or repairing the handles on internal doors and cupboards,
 - replacing or repairing broken gate latches,
 - replacing broken glass if caused by you, your visitors or other occupants.

This list is not a full list of all types of small repairs that you may be responsible for.

- (c) You are responsible for decorating the inside of your home and carrying out decorative repairs, this will include superficial plaster cracks (minor cracks that you need to fill before decorating).
- (d) You must immediately report any faults, damage or repairs that are our responsibility. You will be sent a written confirmation saying we have got your request for a repair. If you do not receive this confirmation within 7 days you must report the repair again.

- (e) When a Council officer or agent visits to inspect or carry out a repair and you are not in, a calling card will be left. You must telephone the number on the card to arrange an appointment for the inspection or repair. If you do not reply to the card within 3 days, your request for a repair may be abandoned or cancelled and you will need to report the repair again if you want it carried out. If your report indicates that there is an emergency we may use our rights of access under section 21(c) of this agreement to gain entry to your home.
- (f) If a repair you have reported is not carried out, provided you have given us access to your home, you can follow the procedure set out in clause 18 of this agreement.
- (g) Any costs incurred from your failure to report a repair immediately, such as damage caused to a neighbouring property, will be your responsibility.
- (h) You must not damage, neglect or misuse your home or any of the fixtures and fittings. Any loss or damage caused by deliberate action, accident, neglect or misuse will be your responsibility. We may give you written notice to repair any damage within a reasonable time. If you fail to complete this work, we may enter your home, carry out the repair and recharge the cost of this to you. If you ask us to carry out such a repair you will be charged the cost of this. Action may be taken to repossess your home if you cause any such damage.

Repairs by us

- (i) We are responsible for repairs that we are by law required to carry out. These are explained more fully in the Customer Handbook
- (j) The Council will not repair or maintain anything, which you are entitled to remove from the property, or anything, which you have installed (unless the Council has agreed to repair the installation in writing).
- (k) The Council will not repair any unauthorised alterations or improvements that you have made UNLESS the repair is necessary for health and safety reasons. If this happens, you will have to pay for the cost of the repair.
- (l) The Council must carry out your repair within a reasonable time and you must provide access for the work to be done. You can find details of these timescales in your Customer Handbook.
- (m) The Council will decorate the exterior of your home, and communal areas, as part of a rolling programme of decoration. You will not be unreasonably refused permission to decorate the exterior of your home yourself.
- (n) The Council must clear up after a repair. The decoration will be left as close as possible to how it was before the work was done.

18. Right to Repair

Under this scheme, you may be entitled to ask for a different contractor to carry out the work if it has not been done by the date specified in our service standards. If your repair is still not done you may be entitled to compensation. This provision will only apply to certain eligible repairs. Additional information on the scheme is available in a leaflet from your Neighbourhood Team.

19. Garden

- (a) You are responsible for keeping your garden and any garage, which is part of the tenancy, in a clean and tidy condition. You must cut the grass, trim the hedges and prune trees and shrubs. If you are elderly or have disabilities you may be able to get help with this. Please contact your Neighbourhood Team for advice.
- (b) You must not deposit or allow rubbish to accumulate in your garden.
- (c) If your garden is overgrown we will give you one month's notice to clear it up. If you fail to comply we may clear it and charge you for the cost of the work. If you are elderly or have disabilities you may be able to get help with this. Please contact your Neighbourhood Team for advice.
- (d) You must not erect fences, walls or gates without written permission. We will not be responsible for the repair or maintenance of fences you have erected. We are unlikely to agree to you fencing off garden space if your home is part of a landscaped scheme for older people.
- (e) You must obtain written permission to construct a fishpond, swimming pool, water feature or similar structure in your garden. You may be required to remove any such items at the end of your tenancy at your own expense or be re-charged the cost of our doing this.
- (f) You must not plant or remove trees or hedges without our written permission.
- (g) You must not park any caravan, boat or trailer on communal parking areas or on your garden without first getting our permission.

20. Lost Keys

- (a) You are responsible for the cost of replacing keys and changing the locks if your keys are lost. This includes window locks. If all door and window lock keys are not handed in at the end of your tenancy you will be charged for the locks to be changed. If you are elderly or have disabilities you may be able to get help with this. Please contact your Neighbourhood Team for advice.

21. Access

- (a) You must allow our officers or agents into your home to inspect and carry out repairs and improvements, to inspect our furniture and furnishings if you have a furnished letting, service equipment and (where necessary) install and/or read heat meters. **You should ask to see some official identification before letting anyone into your home who claims to be there on our behalf.**
- (b) If you do not allow access, you will be given 24 hours written notice of our intention to enter your home. After this time you must allow entry. If you do not let us in we may take legal action to enter your home or end your tenancy, and you may have to pay the cost of this. We may also prosecute you for obstruction
- (c) Our officers or agents may enter your home without giving notice if, in their opinion, entry is necessary because of an emergency. When we need to force our way into your home the local Police will be notified and, when appropriate, a request for assistance will be made.
- (d) You or other residents of your home or your visitors must not use abusive or threatening language or act in a violent, aggressive or abusive manner towards our elected members, officers, agents, or volunteers working on our behalf.
- (e) You are requested that you and any members of your family and visitors do not smoke in the presence of our officers or agents whilst they are having access to your property
- (f) Paragraphs 21(a) to 21(e) apply equally to employees or agents of gas, water and electric companies with supplies serving the dwelling so far as it is needed to allow us to meet our obligation as landowner

22. Improvements and Alterations

- (a) You are entitled to make improvements and alterations to your home but you must get written permission before you do any work.
- (b) You must get permission to carry out the following, or other similar work:
 - Decorate the outside of your home.
 - Any structural alteration, improvement, or addition to the building, including the removal or replacement of doors, the construction of door arches or the construction of fireplaces.
 - Any change to the fixtures and fittings or additions to the fixtures and fittings of your home including bathroom or kitchen fixtures and fittings and TV aerials, satellite dishes and Citizens Band Radios.
 - Building a garage or shed or other large structure in your garden.
 - Laying a drive and/or car parking space.

- Installing a shower, central heating or gas fire.
- Artexing ceilings. Please note the artexing of walls is not allowed.
- Install any CCTV Monitoring cameras or other surveillance equipment
- Installation of new flooring including laminate flooring.

This list does not state every type of alteration you must get permission to do. Please contact your Neighbourhood Team before carrying out any work.

- (c) You must obtain any necessary building regulation approval or planning permission **before you start work**. This includes consent from our highways department for the construction of a dropped kerb.
- (d) If you do not get written permission from us for any of the above work, **before you start work**, you may be required to return the property to how it was before. If you do not we may carry out the work and charge you for it, or we may take action to end your tenancy.
- (e) We are not responsible for the repair or maintenance of installations fitted by you unless this has been agreed in writing.

23. Right to Compensation

You may be entitled to compensation for any authorised improvements you have made when you leave your tenancy. Only certain types of improvements qualify for compensation, and in all cases you must have:

- Written permission from us to carry out the improvement, and
- Carried out the improvement to an acceptable standard.

Further details can be obtained from your Neighbourhood Team.

24. Insurance

Our insurance does not cover any of your furniture or possessions or any damage you cause. You are advised to obtain your own contents insurance cover. You are also advised to obtain “tenants’ liability” insurance to insure you against the cost of damage you may accidentally cause to your home.

The Council provides it’s own Tenants Contents Insurance for all Council Tenants. Find out more from your Neighbourhood Team.

25. Notices

We can serve any notice on you under this tenancy by leaving it at the property.

You can deliver any notice to us via your Neighbourhood Team.

Name of your Neighbourhood Champion:

Address of nearest Neighbourhood Office:

Make the most of your customer handbook

Your Customer handbook is very important document which will help you manage your tenancy agreement. It contains useful information about your rights and responsibilities as a tenant and the council's rights and responsibilities as a Landlord. We recommend all tenants keep a copy within their property to refer to. The Customer Handbook contains information including:

- An introduction to 2010 Rotherham Ltd
- Your Local Neighbourhood Team
- Your Tenancy Agreement
- Support in your community
- How to pay your council rent or buy your home
- Moving into your new home
- Dealing with maintenance and repairs
- Dealing with security and anti social behaviour
- Housing for older vulnerable people
- Moving on
- Customer services
- Health and Safety
- Information on repairs
- Useful numbers
- Frequently asked questions

You can request a Customer Handbook from your Local Neighbourhood Office.

Your Local Neighbourhood Team is _____

Contact number _____

Declaration to be signed by all tenants

- I confirm the information given in the Housing Register application form by me/us was and still is true.
- I have not withheld any information that may affect the application.
- I understand that if I have knowingly given false or incomplete information the Council can take action to end this tenancy.
- I agree to accept the tenancy of _____ on the terms and conditions set out in this tenancy agreement.
- I acknowledge receipt of _____ keys for the property and agree to return all keys when the tenancy ends.
- I acknowledge receipt of a copy of this agreement.
- I understand the obligations set down in this Tenancy Agreement.
- I acknowledge receipt of the Customer Handbook which contains important information about my tenancy and my statutory rights.
- I understand the additional information about my Tenancy Agreement given in the Customer Handbook.
- I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparison for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds.

Signed on behalf of the Council by _____ (Duly authorised Officer)

Name of Tenant _____	Dated _____
Signed _____	Dated _____
Name of Tenant _____	
Signed _____	Dated _____
Name of Tenant _____	
Signed _____	Dated _____
Name of Tenant _____	
Signed _____	Dated _____

Declaration to be signed by all tenants

- I confirm the information given in the Housing Register application form by me/us was and still is true.
- I have not withheld any information that may affect the application.
- I understand that if I have knowingly given false or incomplete information the Council can take action to end this tenancy.
- I agree to accept the tenancy of _____ on the terms and conditions set out in this tenancy agreement.
- I acknowledge receipt of _____ keys for the property and agree to return all keys when the tenancy ends.
- I acknowledge receipt of a copy of this agreement.
- I understand the obligations set down in this Tenancy Agreement.
- I acknowledge receipt of the Customer Handbook which contains important information about my tenancy and my statutory rights.
- I understand the additional information about my Tenancy Agreement given in the Customer Handbook.
- I understand that RMBC is required to use information provided by me to carry out cross system and cross authority comparison for the prevention and detection of fraud or crime. I understand that information I have provided may be used in this way or for connected purposes, and that this information may also be shared with certain third parties who administer or protect public funds.

Signed on behalf of the Council by _____ (Duly authorised Officer)

Name of Tenant _____	Dated _____
Signed _____	Dated _____

Name of Tenant _____	Dated _____
Signed _____	Dated _____

Name of Tenant _____	Dated _____
Signed _____	Dated _____

Name of Tenant _____	Dated _____
Signed _____	Dated _____



To: The Landlord: **Rotherham Metropolitan Borough Council**

of: Neighbourhoods and Adult Services, Norfolk House, Walker Place, Rotherham S65 1HX

Guarantee

IN CONSIDERATION of your having agreed at my request to accept _____
(‘the Tenant’) as the tenant of _____
(“The Property”) upon the terms of an Introductory Tenancy Agreement dated _____
(‘the Introductory Tenancy Agreement’) at the rent of £ _____ per week (‘the Rent’)
payable in advance

NOW I, _____ (name of guarantor) of _____ (address),

1. UNDERTAKE to use my best endeavours to support the tenant by guiding and advising the Tenant as to his rights and responsibilities under the Tenancy Agreement
2. GUARANTEE the payment by the tenant to you of the Rent and the performance and observance by him of the terms of the Introductory Tenancy Agreement upon the following conditions:
 - 2.1 If the Tenant defaults in the payment of the Rent for the period of four weeks in aggregate, I will upon a written request by you promptly pay you the four weeks’ rent that is in arrear together with such additional rent as may be due and payable to the Landlord until the Tenant’s rent account is no longer in deficit.
 - 2.2 If the Tenant defaults in the performance or observance of any of the provisions on his part contained in the Tenancy Agreement, I will pay to you all losses, damages, expenses and costs that you shall be entitled to recover by reason of his default, to the extent to which you are unable to recover them from the Tenant.
 - 2.3 This Guarantee shall continue only from the date hereof until the
[The Tenant’s 18th Birthday] and extend to the acts and defaults of the Tenant and any member of his family, any other person lawfully occupying the Property with the Tenant and any visitors to the property during that period, but during that period it shall not be revocable or discharged by my death or by the death or bankruptcy of the Tenant.
 - 2.4 Without prejudice to clause 3 above this Guarantee shall not be discharged by your giving the Tenant time in which to meet his rent or other indulgence in respect of his obligations under the Tenancy Agreement
 - 2.5 If the Tenancy Agreement is assigned with your consent or is terminated by agreement or by re-entry or disclaimer or otherwise, all future liability on my part shall cease.

Dated: _____

(signature of guarantor) 23

To: The Landlord: **Rotherham Metropolitan Borough Council**

of: Neighbourhoods and Adult Services, Norfolk House, Walker Place, Rotherham S65 1HX

Guarantee

IN CONSIDERATION of your having agreed at my request to accept _____
(‘the Tenant’) as the tenant of _____
(“The Property”) upon the terms of an Introductory Tenancy Agreement dated _____
(‘the Introductory Tenancy Agreement’) at the rent of £ _____ per week (‘the Rent’)
payable in advance

NOW I, _____ (name of guarantor) of _____ (address),

- 1. UNDERTAKE to use my best endeavours to support the tenant by guiding and advising the Tenant as to his rights and responsibilities under the Tenancy Agreement
- 2. GUARANTEE the payment by the tenant to you of the Rent and the performance and observance by him of the terms of the Introductory Tenancy Agreement upon the following conditions:
 - 2.1 If the Tenant defaults in the payment of the Rent for the period of four weeks in aggregate, I will upon a written request by you promptly pay you the four weeks’ rent that is in arrear together with such additional rent as may be due and payable to the Landlord until the Tenant’s rent account is no longer in deficit.
 - 2.2 If the Tenant defaults in the performance or observance of any of the provisions on his part contained in the Tenancy Agreement, I will pay to you all losses, damages, expenses and costs that you shall be entitled to recover by reason of his default, to the extent to which you are unable to recover them from the Tenant.
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 - 2.5 If the Tenancy Agreement is assigned with your consent or is terminated by agreement or by re-entry or disclaimer or otherwise, all future liability on my part shall cease.

Dated: _____

(signature of guarantor)

SECURED TENANCY AGREEMENT

Date of Agreement: 2008

Landlord: Rotherham Metropolitan Borough Council

Tenant: _____

Address of Property: _____

INVENTORY OF CONTENTS

Item	Identification (Model Number, product code etc)	Condition on date of delivery

I/we agree that this is a true and complete inventory of the Landlord's furniture and effects at the property.

Dated _____ 2008

.....(Tenant)

.....(Tenant)

.....(Tenant)

.....(Tenant)

