

# TENANCY AGREEMENT

Runnymede Borough Council  
Runnymede Civic Centre  
Station Road  
Addlestone  
Surrey  
KT15 2AH

Note 1: This tenancy agreement must be completed and signed by the proposed tenant(s) and the Council's representative.

Note 2: **More information and advice on the conditions in this agreement are given in your Tenancy Handbook.** Although this provides more information about your tenancy it does not form part of the tenancy agreement itself.

**This tenancy agreement** is between:

- us, Runnymede Borough Council; and
- you, the tenant or tenants named below.

<b>Tenant 1:</b>	
<b>Tenant 2:</b>	
<b>This tenancy agreement is for the property at:</b>	
<b>This tenancy agreement starts on:</b>	

<b>Your tenancy is:</b>		<b>Tick Box</b>										
1.	A <b>Secure Tenancy</b> . This tenancy is periodic and does not have an expiry date. The initial period runs to the first Sunday and thereafter from each Monday to Sunday until brought to an end by you or us.	<input type="checkbox"/>										
2.	An <b>Introductory Tenancy</b> . This tenancy will last for one year unless extended or ended. If not extended or ended after this date it will become the tenancy stated in the box below, unless we have started possession proceedings against you.	<input type="checkbox"/>										
	<table border="1"> <tr> <td><b>Two Year Flexible Tenancy</b></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Five Year Flexible Tenancy</b></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Ten Year Flexible Tenancy</b></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Secure Tenancy</b></td> <td><input type="checkbox"/></td> </tr> <tr> <td><b>Non-Secure Tenancy</b></td> <td><input type="checkbox"/></td> </tr> </table>		<b>Two Year Flexible Tenancy</b>	<input type="checkbox"/>	<b>Five Year Flexible Tenancy</b>	<input type="checkbox"/>	<b>Ten Year Flexible Tenancy</b>	<input type="checkbox"/>	<b>Secure Tenancy</b>	<input type="checkbox"/>	<b>Non-Secure Tenancy</b>	<input type="checkbox"/>
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<b>Secure Tenancy</b>	<input type="checkbox"/>											
<b>Non-Secure Tenancy</b>	<input type="checkbox"/>											

3.	<p>A <b>Flexible Tenancy</b> with a term of <input type="text"/> years and <input type="text"/> days.          Around 9 months before the end of <input type="text"/> your <input type="text"/> Flexible Tenancy, we will review your circumstances and decide whether to grant you a further flexible tenancy, a tenancy of a different property or end your flexible tenancy. We will give you 6 months' notice to end the tenancy.</p>	<input type="checkbox"/>
4.	<p>A <b>Non-Secure Tenancy</b>. This tenancy is periodic and does not have an expiry date.</p>	<input type="checkbox"/>

In the case of successor tenants:	Tick Box
<p>Under the terms of the 1980 and 1985 Housing Acts, there can only be one statutory succession to a secure tenancy. If this box is ticked, you are a successor tenant and you understand that there can be no further succession to your tenancy. You will complete the Notice to Successor Tenants at the end of the agreement. Statutory succession is a question of fact and law. If you are a successor tenant but this box has not been ticked in error, there can be no further statutory succession to your tenancy in any event.</p>	<input type="checkbox"/>

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# **1. Introduction to your tenancy agreement**

- (a) Welcome to your tenancy with us. By signing this agreement you are agreeing to become our tenant and you agree to comply with the conditions of this agreement.
- (b) This tenancy agreement sets out the basic conditions of your tenancy and explains what we, Runnymede Borough Council, are responsible for as your landlord, and what you are responsible for as our tenant. It also explains your rights as a tenant and ours as a landlord.
- (c) In this tenancy agreement, we refer to the property, including any garden, shed or garage, as your home.
- (d) If this is a joint tenancy, and for so long as you remain a joint tenant, each of you are responsible for keeping to all the conditions set out in this agreement, including the payment of rent.
- (e) If this agreement says that you need our written permission to do something, we will not refuse to give you permission, or withdraw it, unless we have good reason. For example, if we think giving you our permission will have an adverse effect on your home or your neighbours.
- (f) If this agreement says that we will charge you, for example to carry out work or clear rubbish, we will do so in line with our recharge policy which will be summarised in your tenancy handbook.
- (g) Unless the contrary is stated or implied, the rights and obligations set out in this agreement are intended to replicate the rights and obligations established by statute, such as the Housing Act 1985, Part IV.

## **2. Types of tenancy**

### **2.1 Introductory Tenancy**

- (a) If you have an Introductory Tenancy your rights are set out in the Housing Act 1996, Part V. Your tenancy will last for a minimum 12 month trial period. At the end of the trial period, your tenancy will become a secure tenancy or a flexible tenancy provided you have not broken any of the conditions of your introductory tenancy. If you break the conditions of your introductory tenancy we will carefully consider what action we will take and it is possible you may lose your home.
- (b) If we want to end your Introductory Tenancy, or extend it for a further six months, we will give you a 'notice of proceedings for possession' or a 'notice of extension', whichever is appropriate. You can ask us to review our decision to serve either notice.
- (c) As an introductory tenant you do not have the same rights as a secure tenant. This means that as an introductory tenant you are not allowed to:
  - buy your home
  - vote to change your landlord
  - exchange your home
  - take in a lodger, or
  - make any alterations to your home

### **2.2 Secure Tenancy**

- (a) If you have a Secure Tenancy your rights are set out in the Housing Act 1985, Part IV. We will not interfere with your right to live in your home unless we have to take legal

action to end your tenancy, such as if you have broken any of the conditions of this tenancy agreement. However, we are not allowed to evict you from your home without proving our case in a court of law. If the court agrees with us, they will give us a court order that allows us to end your tenancy.

**(b) Independent Retirement Living tenants**

You have the same tenancy as a Secure Tenancy except:

- you are not allowed to buy your own home
- you can only exchange your home with another tenant who is eligible to have an independent retirement living tenancy
- we will not allow you to have lodgers or allow you to sublet part of your home
- you must not have overnight visitors on more than two nights in a week without our written permission.

## **2.3 Flexible Tenancy**

If you have a Flexible Tenancy your rights are set out in the Housing Act 1985, Part IV, particularly sections 107A to 107E. This tenancy is a Secure Tenancy (as above) but is for a fixed term for the period set out at the start of this agreement.

During the fixed term we will not interfere with your right to live in your home unless we have to take legal action to end your tenancy such as if you have broken any of the conditions of this tenancy agreement. Before the end of your tenancy we will review your housing need and the way you have conducted your tenancy. If we decide to renew your tenancy, we will grant you a further tenancy or offer you a tenancy of an alternative property. If we decide not to renew your tenancy or you do not accept our offer of an alternative property we will give you six months' notice that the tenancy will come to an end.

## **2.4 Non Secure Tenancy**

This tenancy is used when the Council places you in temporary accommodation. We will give you this type of tenancy if we are assessing whether we owe you a permanent housing duty under homeless legislation. If we want you to leave your home, then we must serve you with a 28 day notice and ask the court to make a possession order against you.

# **3. Your rights and responsibilities**

## **3.1 Living in your home**

You must live in your home as your only or principal home. If you do not, we will take legal action against you and you may lose your home. If you are a joint tenant at least one of you must live in your home as your only or principal home.

## **3.2 Going away for long periods**

If you are going away for longer than 4 weeks, you must let us know. This is because we need to know how to contact you if necessary, and it will let us know that you have not abandoned your home.

## **3.3 Running a business from your home**

You can use your home to run a business as long as we give you our permission in writing. If we

refuse permission, we will give our reasons, which may include but is not limited to, if we are of the opinion that the business is likely to cause a nuisance or annoy other people, or damage or cause excessive wear and tear to the property. You must not use your home or any part of it for Airbnb, B&B or a holiday let.

### **3.4 Lodgers and Subletting**

To sub-let means that someone (a sub-tenant) pays you rent but lives separately from the rest of your household. A lodger is someone who pays you rent, eats a meal with you and shares your home.

#### **(a) Secure Tenants and Flexible Tenants**

You can take in a lodger or sublet part of your property but you must get written permission from us before they move in. This must not result in overcrowding and will only be permitted if you are under-occupying the property by at least one room. Any lodger or sub-tenant will need to provide us with proof of identity.

You must not charge any lodger or sub-tenant more than your own rent.

You must not sub-let the whole of the property in any circumstances. If you sub-let or part with possession of the whole of the property, your tenancy will cease to have any security.

#### **(b) Introductory and Non-Secure Tenants**

You cannot take in lodgers or sublet any part of the property in any circumstances.

#### **(c) Independent Retirement Living Tenants**

You cannot take in lodgers or sublet any part of the property in any circumstances and you cannot have overnight visitors for longer than 2 nights in a week without written permission from us.

#### **(d) All Tenants**

If you do not reside at your property as your only or principal home and/or you have sublet the whole of your property and/or part of it without our written permission and/or you have parted with possession of the whole of your property, your tenancy will cease to have any security and we may end your tenancy by giving you four weeks' Notice to Quit.

If you are a Flexible Tenant, we are entitled to 'break' your fixed term tenancy by serving the Notice to Quit as set out above.

### **3.5 Overcrowding**

- (a) The Council follows the Department for Work and Pensions' room standard when allocating a property to a tenant to avoid overcrowding.
- (b) You must not allow the property to become overcrowded.

- (c) You are responsible for contacting the council should any changes in the residence of the property, including allowing other people to live or stay with you.

### **3.6 Tenancy Succession**

Succession rights depend on the type of tenancy granted and the tenancy's start date.

#### **Secure and Flexible Tenancies**

- (a) There can only be one succession.
- (b) If you have a joint tenancy and one tenant passes away, a joint tenant will automatically succeed to the tenancy on the death of the other joint tenant, even if they are no longer living at the property as their only or main home. If this occurs the Council will serve a Notice to Quit on the absent tenant to terminate the tenancy.
- (c) If you became a tenant on or after 1 April 2012, your tenancy will pass to your spouse, civil partner or a person residing with you as your spouse or civil partner if at the time of your death they were living in the property as their only or principal home.
- (d) If you became a tenant before 1 April 2012, your tenancy will pass to your spouse or civil partner if at the time of your death they were residing with you and living in the property as their only or principal home. If this does not apply, the tenancy can be passed to a person residing with you as if they were your spouse or civil partner or another family member (as defined by the law) provided they occupied the property as their only or principal home and had been residing with you at the address for 12 months prior to your death.
- (e) If more than one member of your family has a right to succeed to the tenancy, your family should agree who claims it. If they cannot agree, they should all make a claim to us in writing and we will decide whom to offer the tenancy to.
- (f) If you are a successor and transfer from your existing property to another council or social housing tenancy – this will not give you additional succession rights. If a succession has been used that will remain the case in the new property.

#### **Introductory Tenants**

- (g) If you are an Introductory Tenant, your succession rights are limited to those allowed by sections 131 to 133 of the Housing Act 1996. This means that if you die whilst your tenancy is an Introductory Tenancy, your tenancy will pass to your husband, wife or civil partner if they occupied the property as their only or principal home at the time of your death.
- (h) If there is no spouse or civil partner who can succeed, the tenancy can be passed to someone who lived with you as if they were your spouse or civil partner or to another family member (as defined by the law) provided they occupied the property as their only or principal home and had been residing with you at the address for 12 months prior to your death.
- (i) If the successor to the tenancy is not your spouse, civil partner or person living with you as your spouse or civil partner, and the home is larger than reasonably required for them, the Council may request that they move to alternative accommodation that is suitable for their needs, in line with the Council's policies and the provisions of the Housing Act 1985.
- (j) If you succeeded to the tenancy, whether on the death of the previous tenant or by virtue of an assignment, there is no further right to succeed in the event of your death.

#### **Non-Secure Tenants**

- (k) You do not have any succession rights

### **3.7 Transferring your tenancy**

- (a) You must not transfer your tenancy to anyone unless:
- we give you written permission to transfer the tenancy to someone who would be able to take over your tenancy by succession after your death; **or**
  - we have received a court order instructing us to transfer the tenancy.

#### **Independent Retirement Living tenants**

- (b) You can only transfer your tenancy to a person eligible to live in independent retirement living housing.

### **3.8 Exchanging your home**

#### **Secure and flexible tenants**

- (a) You have the right to exchange your home with another council tenant or housing association tenant. You must get our written permission before you exchange, and we can refuse if you do not meet certain conditions set by law.

#### **Independent retirement living tenants**

- (b) You can only exchange with a person eligible to live in independent retirement living housing.

#### **Introductory and non-secure tenants**

- (c) You cannot exchange your home.

### **3.9 The Right to Buy**

#### **Secure or flexible tenants**

- (a) You may have the right to buy your home in accordance with your rights as set out in the Housing Act 1985.

#### **Introductory and non-secure tenants**

- (b) You do not have the right to buy your home.

## **4. Paying your rent and other charges**

- 4.1 You must pay your rent, service charge and other charges (as set out at the end of this tenancy agreement) every Monday for the week ahead, whether lawfully demanded or not. Payments made less frequently than every week must be made wholly in advance. If this tenancy starts on any day other than a Monday the first payment will be a proportion of rent to the first Sunday.

- 4.2 Service charges cover the cost of services we provide to you such as heating, door entry systems, grounds maintenance and cleaning.
- 4.3 You must also pay any other charges you owe us. These charges are set out at the end of this agreement. If a sum is shown for an Arrears Charge, then it has been agreed that the Tenant owes to the Council unpaid rent or other charges relating to a previous tenancy, totalling the amount stated for Arrears at the end of this Agreement. The Tenant shall pay the Arrears Charge in accordance with the arrangement stipulated at the end of this agreement until the outstanding arrears have been paid in full.
- 4.4 If you have a joint tenancy, each joint tenant is responsible for paying the full rent, service charge, and other charges. If one joint tenant moves out of your home, you will both still be responsible for the full weekly amount and any other amounts you owe us under this tenancy agreement. We can recover all the rent arrears owed for your home from any joint tenant.
- 4.5 If you do not pay any amount that you owe us when it is due, we may serve you notice that we will apply for a court order so we can take back your home. If we do this, you will then have to pay our legal costs and court fees on top of the full amount you owe us.
- 4.6 We can change the rent, service charges, and other charges by giving you four weeks' notice in writing. Normally we will do this once per year, but we may also change your service charges at any other time and more than once per year if we add to or change the services provided. We will still change your rent and charges even if you do not receive this notice.

## **5. Repairs, improvements and alterations to your home**

This section explains what we are responsible for and what you as the tenant are responsible for. It also summarises our obligations to you the tenant under the terms of Section 11 of the Landlord and Tenant Act 1985. We only accept the duties given to us by statute and we do not accept any wider obligations.

### **5.1 Our repair and maintenance responsibilities**

- (a) We will repair and maintain the structure and the outside of your home.
- (b) We will keep all fixtures and fittings in your home for the supply of gas, electricity, heating and hot water in repair and in proper working order. Fixtures and fittings are items in your home which cannot be removed – for example, water and gas pipes, electricity wiring, water tanks and boilers, radiators, baths, toilets, sinks.
- (c) In shared areas we will take reasonable steps to keep all lifts, lighting, door-entry systems, fire-safety equipment and other shared items in a reasonable state of repair. Shared areas include stairways, entrances and landings that you and your neighbours can use.
- (d) We will decorate the outside of your home and shared areas as required.
- (e) We will carry out repairs we are responsible for within a reasonable time, giving priority to urgent repairs.
- (f) We must carry out certain urgent or 'qualifying' repairs within a set time. If we do not complete them within a certain time, you may have the right to do the work yourself

and charge us for the work (you can find details about these timescales and how to claim in your Tenancy Handbook).

- (g) We will insure the structure of the building and our fixtures and fittings against loss or damage caused by certain risks.

## **5.2 Your repair and maintenance responsibilities**

- (a) You must tell us when a repair that is our responsibility needs to be done as soon as possible.
- (b) You and anyone living with or visiting you must keep your home, including its fixtures and fittings, clean and in good condition.
- (c) You are responsible for minor repairs and decorating inside your home. Details of what you are responsible for are given in your Tenancy Handbook.
- (d) If you live in a flat or a maisonette above ground floor, you must put down a suitable floor covering, with adequate underlay or insulation underneath it, to make sure that any noise, including normal day-to-day noise, could not and does not cause a nuisance to your neighbours. Failure to install adequate floor covering may be considered as an anti-social behaviour breach. This is explained further in our clauses on anti-social behaviour.
- (e) You are responsible for any damage or repairs caused because you (or anyone living with or visiting you), have not looked after your home properly. We are not obliged to carry out repairs to your home in these circumstances, but if we do you will have to pay our costs of having the repair carried out together with any administrative expenses.
- (f) You are responsible for looking after any keys for your home we have given you. If you lose any keys which form part of a suited system, e.g., where there is a master key or communal doors, you must inform us, and you will have to pay for their replacement by us.
- (g) You must take reasonable care to prevent condensation by ensuring all rooms are ventilated and heated adequately. If there is condensation you must wipe it down and clean any surfaces when necessary to prevent mould building up or damage to the premises and its fixtures and fittings occurring.
- (h) You are responsible for plumbing in washing machines and dishwashers to an acceptable standard and for repairing or replacing any extra pipe work.
- (i) You are responsible for insuring your belongings in your home.

## **5.3 Alterations to your home**

### **Secure and Flexible tenants**

- (a) You are not permitted, without first obtaining the written consent of the Council, consent not to be unreasonably withheld, to:
  - Make any structural alterations or additions to the property that changes, increases, decreases, or otherwise interferes with the property.

- Make any non-structural alterations or additions to the internal layout of the property.
  - Lay any tiling, wooden or laminate flooring. You will keep the floors of the property covered with suitable materials in order to minimise the transference of noise to other dwellings. If you have not asked for permission and the floor coverings cause subsequent noise nuisance, we will request that you remove the flooring and re-install with approved sound insulation and other suitable floor coverings, i.e., carpet. The type of flooring required will be informed on a case-by-case basis and dependent on the fabric of the building itself. If the flooring needs to be taken up by the Council, its contractors, or its agents to gain access to the floorboards to effect repairs, you shall be responsible for relaying it at your own expense.
  - Remove or alter the Council's fixed units, doors, fixtures, or fittings.
  - Change or decorate the exterior of the property, including the installation of security doors.
  - Erect a shed, greenhouse, conservatory, lean-to or any other buildings or structure in or on the property grounds.
  - Plant any trees, or shrubs that may cause damage to the property or any neighbouring property.
  - Remove or cut down any trees on the property.
  - Affix or hang any TV aerial, satellite dish or advertisement or any other thing to or from the exterior of the building which comprises the property or part of it.
  - Obtain and install private CCTV and/or other recording devices including video doorbells. Permission will not be given if the CCTV or video doorbell covers a communal area or public highway. Any camera's field of vision shall be restricted as far as possible to providing security to the property and not focused on other properties or communal areas. We may ask for cameras to be removed if we consider their siting to be intrusive to others.
- (b) This consent may be subject to conditions that we will provide to you in writing. All permission must be given to you in writing and not verbally. Verbal permission does not equate to express permission from the Council. We will give our written permission for you to make alterations to your home unless we have good reason not to. If you make an alteration without our permission, we may ask you to change it back. If you do not do this, whilst we are not obliged to carry out such work, if we do the necessary work to return the property to its original state we will charge you our costs for doing so.
- (c) Alterations to sheds, garages or other outbuildings must not be undertaken without our written permission.
- (d) If you have any work carried out in your home, you must make sure it is done by a competent and suitably qualified person. If we find out that work carried out to your home has been carried out to a poor standard, or has, or could damage your home or injure someone, we will ask you to put the matter right. If you do not resolve the problem, whilst we are not obliged to carry out such work, if we carry out the necessary work to return the property to an adequate state, we will charge you our costs for doing so.

- (e) In certain circumstances you have the right to claim compensation for improvements which you have carried out to your home at the end of your tenancy.

#### **Introductory tenants and non- secure tenants**

- (f) You must not carry out any alterations to your home.

## **6. Access to your home**

- 6.1 If we need to get into your home (for example, to service your boiler), and it is not an emergency, we will give you at least 24 hours' notice. If we have given you notice but you do not let us in, we may force entry if we think that there is a risk that your home or other properties could be damaged, or people could be injured.
- 6.2 In an emergency, such as a flood or suspected gas leak, we may have to get into your home without giving you notice. If we have to do this, we will make sure that your home is secure when we leave.
- 6.3 We will repair any damage caused by us forcing entry into your home unless we had to force entry as a result of your carelessness or neglect.
- 6.4 You must allow our employees and people we authorise into your home to:
- Carry out an inspection which may include the taking of photographs and videos
  - Carry out a gas safety check
  - Carry out an electrical safety check including smoke alarms
  - Carry out repairs or improvements that may be necessary
  - Inspect a neighbouring property
  - Discuss any issues relating to your tenancy.
- 6.5 For Independent Retirement Living residents, you must allow access to your home for the testing of pull cords and alarm equipment.
- 6.6 If we have given you notice that we require access to your home, but you do not provide this we will charge you for the cost of trying to get into your home.

## **7. Health and Safety**

### **7.1 Our responsibilities for Health and Safety**

#### **Gas**

- (a) Under the Gas Safety (Installation and Use) Regulations 1998 once a year we must carry out an annual gas safety check of any gas appliances we have supplied in your home.

#### **Fire**

- (b) Under the Regulatory Reform Fire Safety Order 2005, we will carry out a fire-risk assessment of all communal areas and review the assessments on a regular basis.
- (c) If appropriate, we will request the Surrey Fire Brigade to carry out a fire-safety check in your home.

## **Electricity**

- (d) We will check and test all electrical wiring and ensure it meets the relevant standards prior to the start of your tenancy. We will carry out further electrical tests in accordance with the law.

## **Water Hygiene**

- (e) We will manage and maintain all communal water tanks and pipework in the building and any water tanks in your home if one exists.

## **7.2 Your responsibilities for health and safety**

### **Gas**

- (a) You must let our contractors into your home to carry out a gas-safety check each year. This is to make sure that your boiler is working efficiently and that you or anyone else is not at risk of carbon-monoxide poisoning from a faulty appliance. We will give you written notice of when the check will be carried out.
- (b) You and anyone living with or visiting you must not interfere with any shared fixture or fitting for gas supplies.
- (c) You must not carry out or allow any work that affects the gas supply in your home. Any work to repair, replace or install gas appliances must be carried out by a contractor on the Gas Safe Register (or a subsequently recognised safety standard) and you must give us a copy of the certificate for any work undertaken.

### **Fire**

- (d) You must make sure any smoke or fire alarm in your home is in working order and tell us if any are not working.
- (e) You must allow us access to your loft or roof space to carry out a fire risk assessment. You must not place anything in the loft which impedes access to any of the loft space.
- (f) You must not keep any portable oil or bottled-gas appliance, or fuel for such appliances, in your home which includes storerooms, private and public balcony space. You must not keep any dangerous or flammable goods materials or substances in your home, apart from those used for general household purposes.
- (g) You must take reasonable precautions to prevent fire in your home. For example, you agree not to use chip pans, or leave cooking or open fires unattended.
- (h) You (or anyone living with you or visiting the property) must not smoke, vape or use e-cigarettes in any communal areas which are enclosed, or substantially enclosed (as defined by the Smoke Free (Premises and Enforcement) Regulations 2006). This includes, but is not limited to: stairwells and landings, common parts, corridors, shared lounges and kitchens, store rooms, stairways, communal laundry rooms and guest rooms.
- (i) Smoking is permitted in your property, but you must be considerate of your neighbours who may be sensitive to smoke. You should avoid smoking near open windows or vents that may allow smoke to enter other units and be mindful of the time of day and the amount of

smoke you produce. Smoking is not allowed on balconies.

- (j) You must ensure that your property is not hoarded with excess belongings or rubbish.
- (k) You must contact us if you need the use of a mobility scooter. Any need will be assessed by an Occupational Therapist or Trusted Assessor. If you need a scooter, where possible and practical we will help to provide suitable storage. You will be expected to sign a separate agreement if you use storage facilities provided by RBC which commit you to appropriate use of the facility and maintenance of the vehicle.
- (l) You must not store any item that, locks, blocks or otherwise prevents access to internal or external communal areas or access routes. This includes but is not limited to rubbish, furniture, bicycles, prams/pushchairs, mobility scooters or mobility aids.
- (m) You must not park or store any motorbike or scooter in any shared or communal area, alleyway, path or access area that is deemed dangerous and causes a hazard. Any vehicle found in the covered areas will be removed and the reasonable cost of removal and storage will be charged to you.
- (n) Mobility scooters must not be transported to your flat or Independent Retirement Living accommodation in the lift.
- (o) You must not use any form of barbecue on your balcony or in any shared area including balconies, entrance halls or staircases.
- (p) You must not store any items on your balcony, with the exception of fire-resistant chairs and tables only where the balcony does not additionally act as a fire escape.

### **Electricity**

- (q) You and anyone living with or visiting you must not interfere with any fixture or fittings for electricity supplies.

### **Water Hygiene**

- (r) You must take reasonable precautions to prevent flood damage from water leaks in your home.
- (s) You and anyone living with or visiting you must not interfere with any shared fixture or fitting for water supplies.

## **7.3 General Safety**

- (a) You and anyone living with you or visiting you must not enter, or try to enter, any unauthorised areas such as shared loft space or storage areas.
- (b) If your property has private loft space, you must obtain prior written permission from us to be able to access it and/or use it for storage. Even if permission is granted, lofts must be safely and adequately boarded if used for storage and items stored must not impede access for inspections. You must obtain permission from the Council before carrying out any insulation or boarding work in your loft. In any flat or Independent Retirement Living property, you must

not access your loft under any circumstances.

- (c) You must not store or leave any rubbish or items that could cause a nuisance or danger in your home, on your balcony, in your garden, shared areas or in any shed or garage you have been allowed to use. If you do, we will ask you to remove any items causing an obstruction, nuisance or danger. If you do not do this within a reasonable period of time, we may dispose of them without further notice and you will have to pay our reasonable costs for doing this. We may also take action against you for breach of your tenancy conditions.
- (d) You must keep all shared areas free from obstructions. This means you must not keep any items that will block access, or cause a health and safety risk, in corridors, landings, walkways, stairwells or any shared area. If you do, we may dispose of them and you will have to pay our reasonable costs for doing this. We may also take legal action against you for breach of tenancy.
- (e) You must be considerate when disposing of your household waste. If we have to remove any of your household waste, personal belongings (including old furniture, mattresses, etc.), or rubbish that you have left in a shared or public area, you will have to pay our costs for doing so.
- (f) You must not alter, remove, damage or replace any safety device (such as window locks, security grilles and fire or security doors) either in your home or in shared areas.
- (g) You must report the presence of any pests or infestations within your property to the council within a reasonable time of becoming aware of it.
- (h) You are responsible for eradicating any pests or infestations within your home and garden. This includes mice, rats, wasps, cockroaches, fleas, and bedbugs.
- (i) You must also take all reasonable steps to prevent pests and infestations, including keeping a good level of cleanliness and hygiene within your property.
- (j) You must tell us if you or a member of your household needs to use and keep medical gases or equipment in the home as this could prevent you from being able to leave the building quickly in an emergency.
- (k) You must have written permission to store a motorised mobility scooter or wheelchair inside your home. This is to make sure that the emergency services can get into your home easily in an emergency.
- (l) You agree to keep your home secure, doors closed, and to keep ladders or other items that could be used to break into your home out of sight and locked up.
- (m) You must not use any electrical supply in communal areas unless we have given you our express prior written permission to use a designated communal charging point.
- (n) You and anyone living with you or visiting you must ensure fire doors are kept closed except when in use and to ensure any communal doors are closed and not left, jammed or wedged open.
- (o) You agree to comply with any reasonable requirements we impose upon you as a consequence of health and safety concerns, including removing dangerous items and

hoarded belongings.

- (p) You agree to occupy the property in a tenant-like-manner, including but not limited to ensuring that the property is properly ventilated using windows, trickle vents and extractor fans where applicable, properly heated, clothes are not dried inside the property other than by a means where excess moisture is extracted from the property, wiping down and removing excess condensation, not furnishing or storing items in any room such that air is impeded from free-flow, clearing gutters, promptly reporting items of disrepair, and not damaging or neglecting the property such that it puts it into a state of disrepair.

## **8. Responsibilities for gardens and shared areas**

- 8.1 You must maintain any private garden, window boxes or patios which come with the property to a tidy and safe condition.
- 8.2 You must not plant or remove any trees or plants in any communal garden, space or shared area except for tenants within Independent Retirement Living properties.
- 8.3 You are responsible for maintaining your private garden, you must obtain our written permission before cutting down or removing any trees within the private garden of the property. Any non-essential works, or works generated by poor tree maintenance will be recharged to you. Please refer to the Tenants Handbook for more details.
- 8.4 You must ensure that any trees or hedges in your gardens are maintained to a reasonable height and condition and that they do not obstruct any windows, doors or footpaths.
- 8.5 Any private garden, window boxes or patio which comes with the property that is deemed to have not been maintained to a tidy, safe and weed free condition, will be investigated and may result in works being undertaken to remedy the issues and will be recharged to you.
- 8.6 You are responsible for the repair and maintenance of paths and any garden or area that forms part of the property other than paths which provide access in and out of the property.
- 8.7 You must not put up or install a shed, garage, greenhouse, pond or other structures without getting our written permission first.
- 8.8 If you fail to comply with any of these requirements, we may take tenancy enforcement action and/or you will be charged for any costs we incur in undertaking work you should have done or removing structures you have put up without our permission. We are not obliged to carry out such work.

## **9. Living in your home and your behaviour**

- 9.1 You are responsible for your own actions and any other person (including children) living in and visiting the property.

- 9.2 You and any other person (including children) living in or visiting the property must not cause a nuisance, annoyance, disturbance, offence, distress or alarm to other tenants, their family, other residents, Council representatives, lodgers or visitors or commit any acts of harassment to any person within the property, common parts or locality. This will include (but is not limited to) the following:
- (a) Hate crime, including those against someone due to their disability, race, gender reassignment, sexual orientation, religion, age, or ethnic background
  - (b) Intimidation of neighbours and others through threats or actual violence
  - (c) Harassment, including racial harassment
  - (d) Verbal or written abuse
  - (e) Systematic bullying of children in the locality
  - (f) Abusive behaviour aimed at causing distress or fear to certain people
  - (g) Noise nuisance
  - (h) Dumping rubbish / fly-tipping
  - (i) Animal nuisance
  - (j) Vandalism, property damage and graffiti
  - (k) Alcohol / drug related nuisance
  - (l) Urinating in the communal and external parts
- 9.3 You or members of your household must not commit any criminal offence in, or in the locality of the property. You or members of your household must not engage in any immoral behaviour in, or in the locality of the property, including but not limited to prostitution, storing stolen goods, and storing weapons.
- 9.4 You must act in a reasonable manner and must not do anything which in our reasonable opinion causes noise nuisance or causes excessive vibrations at the property. This will include (but is not limited to) the following:
- (a) Playing any sound systems (including speakers) at loud volumes that can be heard outside the property
  - (b) Playing your television, radio or any music loudly in your home or in any garden or shared area.
  - (c) Using power tools and other electrical or similar equipment between the hours of 8pm to 7am such as to cause nuisance, disturbance or annoyance to neighbours or others in the area.
- 9.5 **Domestic Abuse**
- (a) You or anyone living with or visiting you must not perpetrate any incident or pattern of incidents of controlling, coercive or threatening behaviour, violence or abuse between those aged 16 or over who are or have been intimate partners or family members regardless of sex or sexuality. This can include but is not limited to the following types of domestic abuse: psychological, physical, sexual, financial and emotional. This also includes so-called honour-based violence, female genital mutilation and forced marriage.
  - (b) We have a number of options for dealing with people responsible for domestic abuse, which may include legal action. Domestic abuse can lead to action by us even when there is no criminal charge.
- 9.6 **Drugs**
- (a) You or any person living in and or visiting the property must not store, use, cultivate, make or supply drugs from or within the property, common areas or the locality of the property. The use and storage of drugs by a person to whom they have been lawfully prescribed is

permitted.

#### **9.7 Harassment towards and obstruction of representatives of the Council**

- (a) You and anyone who lives in or visits your home must not threaten, harass, verbally abuse, intimidate, obstruct or cause nuisance or annoyance to any council employee, Councillor, or contractor.
- (b) This includes all forms of communication including, but not limited to, persistent or offensive phone calls, texts, emails, or use of social media.
- (c) If you are in breach of this, the Council may restrict your access to staff, contractors, or offices in such circumstances as are considered by the Council as appropriate and may also commence legal proceedings against you.

#### **9.8 Tenancy Fraud and Attempts at Tenancy Fraud**

- (a) You agree to live in the property as your only or main home. During your tenancy you must not (either solely or jointly) own or rent any residential property which it would be reasonable for you to live in as your home. You must tell us if you own a residential property or have another residential lease or tenancy. This includes but is not limited to inheriting a property or buying a property.
- (b) By signing this agreement, you agree that the information given in your housing application was and is still true. You understand that if you obtained this tenancy by giving false information, the Council may apply for a court order to take back possession of the property.
- (c) You understand and agree to advise the Council of any change in circumstance which may affect your ability to pay the rent or right to claim benefits. You agree to notify the Council if anyone else comes to live with you at your property or if anyone listed as living with you at the property moves away.

## **10 Dogs and Other Animals**

- 10.1 You must not keep any animal or reptile except for fish, small caged birds or small domestic rodents without our written permission.
- 10.2 We will not unreasonably withhold our permission in general needs accommodation although permission will only be granted to keep registered assistance dogs in Independent Retirement Living schemes.
- 10.3 When considering whether to grant permission we will take into account all relevant circumstances, including but not limited to: the type of property you occupy; whether you have private access; any restrictions or covenants on any block or estate where your property is situated; and your compliance with other terms of this tenancy.
- 10.4 Permission will only be granted for a reasonable number of pets which will depend on the relevant circumstances.
- 10.5 You must not allow any animal that you keep at the property to cause a nuisance or become a danger to anyone in the local area including our contractors or employees.
- 10.6 You must not allow your home to become unhygienic as a result of you keeping any pet, animal, bird or reptile.

- 10.7 You must not allow your pets, animals or birds to damage any Council property and you must remove and dispose of all animal mess hygienically.
- 10.8 You must not feed any birds, squirrels or other pests, either at your home, in any shared area or in the local area.
- 10.9 You must not keep any dangerous dog as described in section 1 of the Dangerous Dogs Act 1991.
- 10.10 You must not keep a dog for breeding or fighting purposes.
- 10.11 You or anyone walking your dog for you must keep it on a lead at all times when in shared areas.
- 10.12 You must clear up any mess caused by your dog fouling shared areas, play areas, open spaces and neighbouring properties.
- 10.13 If any animal belonging to you or anyone living with you or visiting you causes a nuisance to anyone in the local area, we will ask you to remove it.

## 11. Parking

- 11.1 You must not park any motor or electric vehicle, motorcycle, moped or scooter anywhere other than an official parking space or bay. If there is a local parking scheme, you must keep to the rules of the scheme.
- 11.2 You or any member of your household or visitors must not drive across a kerb to access the property unless it has been lowered with prior written permission from the Council.
- 11.3 You or any member of your household or visitors must not park a vehicle or drive across any grassed areas of Council property.
- 11.4 If you do not comply with either of the above two clauses, you are liable to pay the cost incurred by the Council for any works required to repair any damage to the kerb or drains, soil replacement, and/or the re-sowing of grass.
- 11.5 You and anyone living with you or visiting you must not repair any vehicles outside your home or in the local area other than routine servicing to a vehicle registered with the Driver and Vehicle Licensing Agency (DVLA) at your address.
- 11.6 You and anyone living with you or visiting you must not park any vehicle on a shared driveway or in a way that blocks other residents' homes or the road or causes a health and safety risk.
- 11.7 You must not park any vehicle which is not roadworthy on any land belonging to us. If you do so, we may dispose of the vehicle. We will give you 14 days' notice. We will charge you for the full cost of disposal.
- 11.8 You are responsible for ensuring that all vehicles are properly taxed and insured. Vehicles must have appropriate insurance even if they are registered as Statutory Off Road Notification (SORN) and kept off the road.
- 11.9 You must not park any motor home, caravan, business vehicle or boat at the property or on any land belonging to us without prior written permission.

- 11.10 You, or anyone residing with you must not park excessive numbers of vehicles in the locality of the property such that it causes or is likely to cause a nuisance or annoyance to others.
- 11.11 You must not let out any parking space.

## **12. Consulting you, changing the Tenancy Agreement, and the information we keep about you**

### **Secure, flexible and introductory tenants**

- 12.1 We will consult you about any changes we want to make to your tenancy agreement except for changes in the amount of rent and other charges. Under the Housing Act 1985 we can make changes to the tenancy agreement as long as we consult you properly, take account of your views and give you four weeks' notice before the change happens.
- 12.2 We will also consult you on any other matters relating to how we manage our housing if we think that those matters are likely to have a substantial effect on tenants.

### **Non secure tenants**

You do not have the right to be consulted on any proposals for changes to your tenancy conditions or the right to be consulted on housing management matters. We will give you four week's notice before any change happens.

### **All tenants**

- 12.3 The Council will process your personal data in line with all relevant legislation, including the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. The Council's Privacy Policy and our Housing Privacy Notice, both available on the Council website, set out in further detail how we may use and store your personal information, as well as your rights relating to the information that we hold about you.
- 12.4 For the purpose of this agreement, personal information means any information we may hold about you (and other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us.
- 12.5 By signing this agreement, you acknowledge that we will hold and use personal information relating to you. You acknowledge that we will hold and use all personal information obtained under this agreement (or from others) for the following purposes:
- to carry out our obligations under this agreement;
  - to carry out our obligations for general management of the estate and your property;
  - to enforce our rights under this agreement;
  - to keep to our obligations to others we employ or deal with to carry out our responsibilities and enforce our rights under this agreement (our obligations may be legal or contractual, including protecting their health and safety);
  - to carry out our obligations to our other tenants.
  - to comply with any other legal obligation; and
  - for research, marketing, consideration of and implementation of new services for tenants.
- 12.6 We may use your personal information in other ways to support the proper management and delivery of our business and services. Details of this are set out in the Council's Privacy Policy and our Housing Privacy Notice.

- 12.7 In order for us to carry out the above purposes, you acknowledge that we may need to pass on personal information relating to you to any third party as we may decide in order to carry out the above provisions. These other people may include:
- any person we have asked to carry out general housing management, repair and maintenance work to the property or estate;
  - law enforcement officers;
  - social services;
  - local authorities and housing providers;
  - support agencies, and
  - professional advisers.
- 12.8 If you leave your home owing rent or any other money to us, you also acknowledge that we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.
- 12.9 You have the right to inspect your file and computer information, and to record in writing any inaccuracies or disagreements. We may withhold information where we have the legal right to do so, for example:
- information which identifies a third party who has not given their consent for the information to be passed on,
  - information provided by an external agency on the understanding that it will not be disclosed,
  - information that is the subject of legal privilege, statutory requirement, or could lead to legal action being taken against the individual or us
  - information which could cause physical or mental harm to an individual,
  - information which could cause commercial or financial damage to us.
- 12.10 We will tell you the legal reasons why we may have to withhold certain personal information, should you request it.

## 13. Serving Notices

- 13.1 If we have to send you **any** notice, we can:
- Deliver by hand to your home;
  - Give it to you personally or someone else in your property;
  - Post it to your home or the last address we have for you;
  - Affix it to a prominent part of your home; or
  - Send it to you by email if you agree.
- We can choose which method of service to use.

- 13.2 You should send us any notices (including legal notices) to:

Runnymede Civic Centre, Station Road, Addlestone, Surrey, KT15 2AH

## 14. How you end your Tenancy

- 14.1 You can end your tenancy by giving at least 28 calendar days' notice in writing to us. Your notice should end on a Sunday if you are a secure tenant. For other tenancies your tenancy can end on

any day of the week depending on when the 28 days' notice expires. If you have a Flexible Tenancy, this right is additional to the right of termination created by s107C of the Housing Act 1985 and takes effect as a break clause.

- (a) In exceptional circumstances, if you are a sole tenant or both joint tenants give notice, we may allow you to end your tenancy with less than 28 calendar days' notice as set out in the Tenancy Termination Policy, but you would have to agree this with us in writing before you move out.
- (b) If you are a joint tenant, one tenant can end the tenancy by giving us notice, whether with or without the knowledge or agreement of the other joint tenant, and the tenancy will end for both joint tenants.

14.2 You must pay any rent arrears when the tenancy ends.

14.3 When your tenancy ends, you must not leave anybody living in your home. If you do, we may take legal action to evict them and you agree to pay our legal costs.

14.4 You must return all the keys to your home (including keys for shared areas) to the Civic Centre, Addlestone, by 12 noon on the next working day following the end of your tenancy. When you return your keys you will receive a key receipt as proof of return.

#### **Non-secure tenants**

You must return all the keys to your home (including keys for shared areas) to your Tenancy Management Officer by 12 noon on the day after your tenancy ends.

#### **All tenants**

14.5 When you move out you must take all your belongings and rubbish with you, leaving your home, including any loft in a clean and tidy condition. If you leave rubbish and belongings in your home, we will remove them and you will have to pay our costs.

14.6 You are responsible for paying our costs, for removing and storing any items you leave in your home. We will dispose of rubbish and things considered harmful to others such as clinical waste or dirty clothing. We will store other items for up to one month. If you do not collect the items by the end of this month, we may sell them or remove them and you would have to pay our costs. We may take all or part of the costs from any proceeds from selling the items.

14.7 You must allow us to inspect your home and/or show potential new tenants around your home provided we have given you reasonable notice, before the end of the four week notice period.

14.8 You must leave your home in good condition. If you do not do this and we have to carry out works you will have to pay the cost, including cleaning, disinfecting, fumigating, making good or repairing the property or any part of it or replacing fittings or fixtures in it, removing or making good any unauthorised additions or alterations to the property, or evicting any person left in occupation of the property by the tenant at the end of the tenancy. You will also pay to us on demand all costs incurred by us replacing keys, changing locks and removing refuse or other items from the property. All the keys must be returned at the end of the tenancy and any works undertaken as a result of the keys being lost will be re-charged to you.

14.9 You must make sure all fixtures and fittings and/or improvements you have installed and which you are leaving in the property are in good working order. If you are removing any fixtures and fittings or improvements you must put the property back to the way it was before you made them.

14.10 When you leave you must give us your forwarding address.

## 15. How we end your Tenancy

### Secure tenants (including Independent Retirement Living Tenants)

- 15.1 If we want to end your tenancy, we will normally give you a 'notice of seeking possession'. This notice will explain why we want to end your tenancy and explain to you when court proceedings may start. We will seek possession on the grounds for possession contained in the Housing Act 1985 as amended by the Housing Act 1996 or any other legislation governing the tenancy. We will also consider using any mandatory grounds for possession that are available.
- 15.2 If your tenancy ceases to be secure (for example if your home is not your only or principal home or you have sublet all of your home or parted with possession of the whole), we will end your tenancy by giving you a 'notice to quit'. This will give you at least four weeks' notice, ending on a Sunday or a Monday.

### Flexible Tenants

#### **Statutory Grounds**

- 15.3 For the duration that your flexible tenancy is secure, if we want to end your tenancy during the fixed term we will give you a 'notice of seeking possession'. This notice will explain why we want to end your tenancy and explain to you the day the court proceedings may start. We will seek possession on the grounds for possession contained in the Housing Act 1985 as amended by the Housing Act 1996 or any other legislation governing the tenancy. We will also consider using any mandatory grounds for possession that are available.

#### **Break Notice**

- 15.4 If your flexible tenancy is not secure then we may end your tenancy by serving a notice stating that the tenancy will end no less than 28 days after service ("a break notice"). However, this right does not apply if the only reason why your flexible tenancy ceases to be secure is because the landlord condition of s.80 of the Housing Act 1985 is not satisfied. This may be served where:
- (a) The sole tenant has died
  - (b) All joint tenants have died.
  - (c) The property is not your only or principal home or you have sublet all of your home or parted with possession of the whole.

#### **Forfeiture**

- 15.5 Without prejudice to the above,
- If your fixed term tenancy is not secure or
  - If any of the conditions of the tenancy are not performed or observed or
  - If any of the statutory grounds for possession exist

we may forfeit the tenancy

- by serving proceedings seeking possession of the property or
- by re-entering the property or any part of it

and thereupon your tenancy will end. However, if you or any other person is lawfully residing in the property then we will not forfeit it by re-entering the property.

- 15.6 Forfeiture does not affect the right of either of you or us to pursue legal remedies against each other for outstanding rent or other charges or any other breach of the tenancy conditions which

took place before the tenancy ended:

15.7 Furthermore:

- all charges are recoverable as if they are rent
- this right to forfeit applies to arrears of rent whether the rent has been lawfully demanded or not.

#### **Flexible tenants after the fixed term has ended**

15.8 Providing that your flexible tenancy remains secure we may seek a court order to evict you following the statutory procedure in s.107D of the Housing Act 1985 which is summarised below:

15.9 We will give you notice of at least six months before your flexible tenancy is due to end stating that:

- (i) we do not propose to grant another tenancy of this property on the expiry of the flexible tenancy,
- (ii) setting out our reasons for not proposing to grant another tenancy of this property, and
- (iii) informing you of your right to request a review of our proposal and of the time within which such a request can be made.

15.10 We will give you not less than two months written notice stating that we require possession of the property. This notice may be given before or on the day on which your tenancy comes to an end.

15.11 We will carry out any review that you request.

15.12 If the review is unsuccessful we will seek a court order for possession.

#### **Introductory and non-secure tenants**

15.13 We will give you at least 28 days' notice in writing of our intention to terminate your tenancy. If you do not leave we will seek a court order for possession.

15.14 You can request a review of the decision to terminate your tenancy. The notice will set out how this can be done.

**If you need help understanding any part of this agreement, or you want a copy on audio tape, or in large print or you need a version in your own language, please contact us.**

## 16. Signing your tenancy agreement

This **tenancy agreement** is between:

- us, **Runnymede Borough Council**; and
- you, the tenant or tenants named below (print full names)

Tenant 1:

FULL NAME:

NI NUMBER:

Tenant 2:

FULL NAME:

NI NUMBER:

Attach a photo of the  
tenant

Tenant One

Tenant Two

Attach a photo of the  
tenant

This tenancy agreement is for the property at:

This tenancy will begin on:

In this tenancy agreement, we refer to the property, including any garden, shed or garage, as your home.

Your home is a

and has

bedrooms.

You must not allow your home to become overcrowded.

The people who will live in your home with you (your household) are named below:

Full Name	Date of birth	Their relationship to you
		TENANT

Your weekly tenancy starts on

You must pay us the following charges **every Monday in advance.**

Rent	£
Service charge	£
Heating charge	£
Support charge	£
Alarm charge	£
Other charge(s)	£
<b>Total due every week</b>	<b>£</b>

We are encouraging tenants to pay their rent and other charges by direct debit. Further details setting out how and where to pay are given in your Tenancy Handbook.

A service charge is an amount you pay in addition to the weekly rent. This charge covers the cost of services we provide for tenants who receive extra services such as caretaking and grounds maintenance in shared areas, door entry systems and cleaning on estates. There may be other services or facilities such as those provided in Independent Retirement Living, e.g. community alarm, shared lounge, heating and laundry facilities that are provided which are not identified here.

This tenancy agreement is a legal contract between you and us. It sets out the conditions of your tenancy, and explains your and our responsibilities. You should read this agreement carefully to make sure that it contains everything you want to form part of the agreement and nothing that you are not prepared to agree to. If you do not understand this agreement or anything in it, you should ask for it to be explained before you sign it. You could get help from a solicitor, Citizen’s Advice, or a housing advice centre.

By signing this agreement you are confirming the following:

- You have read and understood this tenancy agreement and agree to the conditions set out in this document.
- You agree not to carry out or commit any fraud related to your occupation of the property. Examples of tenancy fraud include, but are not limited to, sub-letting the whole, or any part of the property without consent, whether for profit or not, or having made false statements deliberately or recklessly about your circumstances, means or needs which has induced the grant of this tenancy. We will take legal action against anyone we discover has obtained a tenancy falsely or committed housing fraud.

**If this is a joint tenancy, both tenants must sign below.**

Tenants' Signature	<input type="text"/>	<input type="text"/>
Tenants' Printed Name	<input type="text"/>	<input type="text"/>
Name of Officer signing on behalf of the Council:	<input type="text"/>	
Signature of Officer signing on behalf of the Council:	<input type="text"/>	
Date:	<input type="text"/>	

***This section to only be completed where there are payments outstanding from a previous Council tenancy.***

If this section is not applicable, please tick this box

**Payments you owe from a previous Council tenancy**

You are responsible for the full amount owed from your previous tenancy at:

Full amount owed:

Any payments made will first be credited to the debt from the previous tenancy and then to your current weekly rent account.

**By signing below you are agreeing to these conditions relating to your debt. If this is joint tenancy, you must both sign below**

Tenants'  
Signature

Tenants'  
Printed Name

Name of Officer signing on behalf of the Council:

Signature of Officer signing on behalf of the Council:

Date:

***This section to only be completed in the case of successor tenants.***

**If this section is not applicable, please tick this box**

## **Notice for Successor Tenants**

To: **Tenant 1:**

From: **Runnymede Borough Council**

1. Under the terms of the 1985 Housing Act, the council has a legal duty to allow one succession only. By law, a second succession is not possible.
2. By signing, you understand that you are a successor tenant within the meaning of the 1985 Housing Act, and you understand that there can be no further succession to your tenancy.

Tenant's Signature	<input type="text"/>
Tenants' Printed Name	<input type="text"/>
Name of Officer signing on behalf of the Council:	<input type="text"/>
Signature of Officer signing on behalf of the Council:	<input type="text"/>
Date:	<input type="text"/>

Runnymede Borough Council  
Runnymede Civic Centre  
Station Road  
Addlestone  
Surrey  
KT15 2AH

***This section to only be completed where the Council is offering a secure flexible tenancy after the introductory period.***

If this section is not applicable, please tick this box

**Notice**  
**s.137A Housing Act 1996**

To: **Tenant 1:**

**Tenant 2:**

From: **Runnymede Borough Council**

1. This notice states that on ceasing to become an introductory tenancy, your tenancy at:

will become a secure tenancy which will be a flexible tenancy for a term of:

two years

five years

ten years

2. The terms of the tenancy are set out in the attached blank tenancy agreement and you are referred to the sections applicable to flexible tenants.

Tenants' Signature	<input type="text"/>	<input type="text"/>
Tenants' Printed Name	<input type="text"/>	<input type="text"/>
Name of Officer signing on behalf of the Council:	<input type="text"/>	
Signature of Officer signing on behalf of the Council:	<input type="text"/>	
Date:	<input type="text"/>	

Runnymede Borough Council  
Runnymede Civic Centre  
Station Road  
Addlestone  
Surrey  
KT15 2AH

October 2023



Runnymede Borough Council  
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