



# **UTTLESFORD DISTRICT COUNCIL CONDITIONS OF TENANCY AND TENANCY AGREEMENT**

**Secure Tenants**

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## **Definitions**

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### **Agent**

Anyone acting for or on behalf of Uttlesford District Council

### **Animal**

Includes dog, cat, bird, insect, reptile, spider, and fish

### **Anti-Social Behaviour**

Anti-social behaviour is any act, or failure to do something, which causes or is likely to cause alarm, distress, nuisance or harassment or which interferes with the peace, comfort or convenience of other people living in the local area. The behaviour can range from relatively minor acts, e.g. litter, to the very serious in nature, e.g. racial harassment. This behaviour can lead to legal action being taken by the council

### **Assignment**

An assignment is to give up the rights of your tenancy in favour of a member of your family/partner, or by way of a mutual exchange

### **Demotion of Tenancy**

Demotion of a secure tenancy following a Court Order as a result of anti-social behaviour with loss of rights including Right to Buy and Right to exchange

### **Exchange**

Exchanging your property for another by mutual consent, subject to approval by the council

### **Fixtures and Fittings**

Such items include kitchen units, bathroom and sanitary ware, electrical sockets, doors locks and glazing

### **Flat**

A self-contained unit of accommodation on one level, usually one of a number within a building

## **Garden**

Lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences, and any identified piece of land belonging exclusively to the property

## **Improvement**

Any alteration or addition to the property

## **Injunctions**

A court injunction requires a tenant/s to comply with or stop them

## **Joint Tenants**

Joint tenants are both responsible for all the rent and charges. That means if one tenant leaves we can collect all the rent, charges and any arrears from the remaining tenant. Either joint tenant can give notice to end the tenancy. The other tenant would then have to leave unless we decide they could stay breaching their obligations under their tenancy agreement

## **Landlord**

Us, Uttlesford District Council

## **Lodger**

A person who pays you money to let them live in the property with you

## **Maisonette**

A flat with more than one floor

## **Neighbours**

Your neighbours include everyone living in the local area, including people who own their own homes, private landlord tenants, housing association tenants and local businesses

## **Partners**

Members of a couple in a relationship (including same sex relationships), who are cohabiting

## **Rent**

Payment made by a tenant for occupation of and services to a property

## **Secure Tenancy**

By law secure tenants have the right to stay in their property. The only way a secure tenancy can be brought to an end is if a court grants the council an Order for Possession

## **Shared areas**

The parts of the building, which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

# **1 Introduction**

- 1.1 In these conditions the council (which is your Landlord) is referred to as “we”, “us” or “our” and the Tenant or Joint Tenants is/are referred to as “you”
- 1.2 Please read these conditions carefully as they form a legally binding contract between you and us. If there is anything you do not understand or are unsure of you may seek advice from a member of our Housing Section, a solicitor or the Citizens’ Advice

## **2 The Tenancy**

- 2.1 The tenancy is a weekly tenancy running from Monday in each week
- 2.2 The rent is due in advance on Monday in each week, your first payment being due on the day your tenancy begins.
- 2.3 Your rent may include sums for services supplied by us (e.g. heating) and may at our discretion include sewerage and water charges
- 2.4 We may increase or decrease your rent by giving you at least four (4) weeks notice in writing of the increase or decrease before the Monday upon which the increase or decrease takes effect
- 2.5 Other terms of your tenancy agreement may also be varied by us. Before we can do this we must give you details of the proposed change and give you the opportunity to comment on the proposed change. We must take your views into account when deciding whether to confirm the variation and give you at least four (4) weeks notice before the Monday on which the change takes effect
- 2.6 Should you wish not to accept any variations made then you have the right to bring your tenancy to an end by giving the council 4 weeks written notice. However you should in the first instance talk through any concerns with your Housing Officer
- 2.7 A copy of the Tenants Handbook, which may be revised from time to time is available on the council's website [www.uttlesford.gov.uk](http://www.uttlesford.gov.uk) this document is for information only and does not form part of this agreement. In the event of there being any differences between this agreement and the Tenants Handbook then the terms of this agreement prevail.

## **3 Ending your Tenancy**

- 3.1 You may bring the tenancy to an end at any time by serving us at least four (4) weeks notice in writing to expire on a Monday (i.e. if you serve notice on a Wednesday it must run out four weeks after the Monday after you serve it).

## **4 Moving Out**

- 4.1 When you are moving out you must give us vacant possession, return the keys of your home at the end of the tenancy, remove all furniture, personal possessions, rubbish and leave your home and our/your fixtures and fittings in a good lettable condition and repair
- 4.2 We do not accept any responsibility for anything you leave at your home, we will charge you if we have to clear the house or garden or do any works which are your responsibility at the agreed date of the end of tenancy

## **5 Security of Tenure**

- 5.1 Your tenancy is a secure tenancy. This means that unless you terminate the tenancy yourself your tenancy can only be brought to an end by an order of the court
- 5.2 The court can only make an order for possession on one of the grounds contained in Schedule 2 Housing Act 1985. A summary of the main grounds is attached. This is only a summary however and reference to the Act needs to be made for full details of each ground. Less common grounds for seeking possession have not been included in the summary but we can still seek possession of the property on one of those grounds if unusually they should arise. A copy of the Act can be inspected at the council offices or you can take advice from a solicitor or the Citizens' Advice Bureau
- 5.3 Before bringing court proceedings to terminate your tenancy we must serve you with a notice stating the ground or grounds upon which possession is being sought and giving brief details of the facts supporting those grounds. The court may however allow these grounds to be amended or added to
- 5.4 Sometimes the court will make a postponed or suspended possession order. If that happens provided you keep to the terms of the order you retain your secure tenancy.

## **6 Rights Attaching to Your Secure Tenancy**

### **6.1 Succession - Policy for tenants whose tenancy started before 1 April 2012**

- 6.1.1 If you are a sole tenant and are married or in a civil partnership then your spouse or civil partner will automatically succeed to the tenancy provided he or she is living in the property at the date of your death. If you are not married or in a civil partnership or are separated and your spouse or civil partner does not live in the property then if a close relative (as defined by the Housing Act 1985) is living with you at your death and has been living with you for the whole of the twelve (12) months immediately before your death then that person will automatically succeed to the tenancy. For these purposes where two people live together as husband and wife or as civil partners they are regarded as being spouses or civil partners. These provisions do not apply if you acquired the tenancy your self upon the death of another person. In such a case no-one can succeed and the tenancy will come to an end. If the successor is a close relative (not your surviving spouse) we may require the successor to move to a smaller property if the existing property would be under-occupied
- 6.1.2 If you are joint tenants then on the death of either of you the tenancy will automatically pass to the survivor. However if the survivor is not occupying the property as their only or principal home the tenancy will no longer be secure
- 6.1.3 Wherever there is a change in the identity of the tenant on death (either because of a succession referred to in sub-paragraph 6.1.1 above or because the property passes to a surviving tenant as referred to in sub-paragraph 6.1.2.) there can be no further succession to the tenancy
- 6.1.4 Subject to very few exceptions a secure tenancy may not be assigned. Some of the permitted exceptions give rise to a situation where the person taking the tenancy will be deemed to have succeeded to it so as to prevent the possibility of a further succession occurring

## **6.2 Succession - Policy for tenants whose tenancy started after 1 April 2012**

- 6.2.1 If you are joint tenants then on the death of either of you the tenancy will automatically pass to the survivor
- 6.2.2 Wherever there is a change in the identity of the tenant on death, either because of a succession as referred to below or because the property has passed to a surviving joint tenant there can be no further successions to the tenancy
- 6.2.3 The following provisions do not apply if you acquired the tenancy yourself upon the death of another person. In such a case no-one can succeed to the tenancy and the tenancy will therefore come to an end
- 6.2.4 If you are a sole tenant and are married, in a civil partnership, or living with a partner as if you were married or in a civil partnership, then your partner will automatically succeed to the tenancy provided he or she is living in the property as their only or principal home at the date of your death
- 6.2.5 If you are a sole tenant and at the time of death your spouse or partner is not living with you then an immediate family member who is living with you will be allowed to succeed to the tenancy. This is providing they meet all of the succession rules set out under the Housing Act 1985 Part IV, have been living in your household as their only or principal home for at least the three years preceding your death and are judged to be in housing need as defined by the council's allocations policy. For the purpose of this paragraph immediate family member shall mean a persons parent or step parent, child or step child, brother, sister, half brother, half sister.
- 6.2.6 If an immediate family member is eligible to succeed but the property is under-occupied they will be made one offer of suitable alternative accommodation. If the successor tenant refuses to move, then the Council would take Court action to seek possession under Ground 15A of Schedule 2 of the Act

6.2.7 If there is more than one family member who is eligible to succeed, in the absence of agreement between the parties who should succeed, the Council will decide who should succeed to the tenancy. There can be no joint succession

6.2.8 Subject to a very few exceptions a secure tenancy may not be assigned. Some of the permitted exceptions give rise to a situation where the person taking the tenancy will be deemed to have succeeded to it so as to prevent the possibility of a further succession occurring

### **6.3 Right to Exchange**

6.3.1 You have the right to exchange your tenancy with another secure tenant (whether a tenant of ours or of another local housing authority) or with an assured tenant of a registered social landlord

6.3.2 You must obtain our consent in writing to the transfer and the person with whom you are seeking to exchange must obtain his or her landlords written consent. Consent may only be refused on certain grounds, which include:

Where possession proceedings have started

Where the exchange would result in under or over occupation of either property

Where accommodation is reserved for people with special needs and you do not have those needs

Where there is a debt on the rent account

6.3.3 If we intend to refuse consent we must tell you this and the grounds for refusal within 42 days of your request

### **6.4 Right to Sub-let**

6.4.1 You have the right to sub-let PART only of your home provided you obtain our written consent before you do so. Sub-letting without consent is a breach of these tenancy conditions and a ground upon which we could seek possession of your home.

6.4.2 **YOU MAY NOT SUB-LET THE WHOLE OF YOUR HOME.** If you do so you will lose your secure tenancy and it cannot be reinstated. The rights and benefits that attach to a secure tenancy (detailed further in these conditions and in the Tenants' Handbook) will be permanently lost and cannot be regained. We will be able to seek possession of your home at any time without the need to establish one of the statutory grounds for possession.

6.4.3 Although you should let us know, you may take in lodgers without our permission. However the difference in law between a lodger and a sub-tenant is not always clear and you should seek advice from a member of our Housing Section, a solicitor or the Citizens' Advice Bureau before taking in a lodger. You should also be sure that by taking in a lodger it will not result in your property becoming overcrowded. If you are in receipt of Housing Benefit, you must let the Housing Benefit department and Council Tax know. As a breach of these tenancy conditions may lead to possession proceedings against you the best course of action is "if in doubt - ask"

## **6.5 The Right to Buy**

6.5.1 You have the Right to Buy when you have spent at least 5 consecutive years as a public sector tenant.

6.5.2 You will only be able to purchase under the scheme if your house or flat is your only or principal home and is self-contained

6.5.3 You cannot buy your home if a court makes a possession order which says that you must leave your home. Neither can you buy your home if you are an un-discharged bankrupt, have a bankruptcy petition pending against you, or have made an arrangement with creditors (people you owe money to) and you still owe them money

6.5.4 Further details of this can be found in the Tenants' Handbook or may be obtained from a member of the Housing Section

6.5.5 The Right to Buy can only be exercised by secure tenants and if the secure tenancy has been lost in any of the ways set out in these Tenancy Conditions you will not be able to purchase your home

## **7 Demotion Orders**

7.1 A demoted tenancy is a one year probationary tenancy. Your secure tenancy can be changed to a demoted tenancy if you breach your tenancy agreement by way of behaving antisocially or causing nuisance in the area, or threatening to do so, or use your home for illegal activities such as drug dealing. Only a court can decide whether this is going to happen

7.2 If your tenancy is changed to a demoted tenancy, you do not have the right to:

Sublet, assign or exchange the property  
Carry out improvements to the property  
Apply to buy the property

7.3 If we intend to seek a demotion order we will give you four weeks notice in writing

## **8 Injunctions**

8.1 We reserve the right to seek a court injunction to require you to comply with, or to stop you breaching your obligations under this tenancy agreement or to prevent you engaging in anti social behaviour

## **9 Your Obligations**

9.1 You must pay the rent and any other charges promptly when due. You must occupy the property as your only or principal home throughout the duration of the tenancy. You will not be a secure tenant if you do not do so

9.2 You must not assign your tenancy except:-  
By way of an exchange when consent has been obtained in writing from us and from the landlord of the person you are exchanging with as set out in paragraph 6.3. If required to do so by an order of

the Court (in which case you will need to produce a copy of the court order to us) or to a person who would be qualified to succeed to the tenancy if you died immediately before the assignment took place. It can often be difficult to ascertain whether this exception would apply. As the result of an unpermitted assignment is that the secure tenancy is lost and cannot be reinstated you should seek advice from a member of the Housing Section before entering into any assignment.

- 9.2.1 You must not sub-let the whole of your home and you must not sub-let part without our prior written consent (see paragraph 6.4).
- 9.2.2 You must not behave in a way which causes or is likely to cause a nuisance, annoyance or disturbance to neighbours or people visiting the locality [the expression in the Act is “a persons carrying out a lawful activity in the locality”] You are also responsible for ensuring that anyone living with or visiting you does not behave in such a manner. Some examples of behaviour which may cause nuisance, annoyance or disturbance:

Loud music, radios and television

Fly tipping

Arguing and door slamming

Obstructing communal areas

Dog barking and fouling

Dismantling and repairing motor vehicles

Operation of noisy machinery

Offensive drunkenness

Playing ball games near to someone else’s home or where ball games are not permitted.

Graffiti

Letting gardens overgrow or become untidy

### **THIS IS NOT AN EXHAUSTIVE LIST**

Please refer to our Anti Social Behaviour Information leaflet available from the council offices

### **9.3 Harassment**

9.3.1 You must not commit or threaten any form of harassment which may interfere with the peace and comfort of, or cause offence to anyone living in, visiting or engaging in a lawful activity in the locality of your home or which is likely to do so. Some examples of harassment:

Racist behaviour or language

Using or threatening to use violence

Using abusive or insulting words or behaviour

Damaging or threatening to damage another person's home or possessions

#### **THIS IS NOT AN EXHAUSTIVE LIST**

### **9.4 Domestic violence**

9.4.1 You must not perpetrate or inflict domestic violence on your partner or any member of your household. Domestic violence can be physical, psychological, sexual, emotional, verbal or financial and can be inflicted directly or indirectly. We are committed to working towards preventing domestic violence and to ensure that everyone is allowed to live free from fear, intimidation and violence. If your partner leaves the home because of domestic violence this is a ground upon which the court can make an order for possession.

#### **Cases of domestic violence will be dealt with in accordance with the councils victims of domestic abuse/violence policy**

### **9.5 Illegal activities**

9.5.1 You must not use or threaten to use your home or anywhere in the locality for any criminal or illegal activity. Some examples of such activities:

Storing or selling illegal drugs

Storing or distributing racist material or pornography

Storing or selling stolen goods

Prostitution

#### **THIS IS NOT AN EXHAUSTIVE LIST**

## **9.6 Causing Damage**

9.6.1 You must not cause any damage, deface or put graffiti on any part of your home or the estate or block nor anything belonging to the council. If you do so you will have to pay the cost of putting the damage right and we will report it to the Police

## **9.7 Car Parking**

9.7.1 You must use authorised areas for parking your vehicles. If you park a vehicle on your premises, you must have a properly constructed hard standing and dropped kerb

9.7.2 Communal parking areas are not specifically for individual properties and are for the parking of taxed and roadworthy vehicles only

9.7.3 Please ensure you park considerately between white lines where appropriate and do not park on grass verges or green amenity land

9.7.4 Vans, caravans, boats, trailers and other large vehicles must not be parked in garage areas, communal parking areas, or your garden unless you have our written permission

## **9.8 Pets and Animals**

9.8.1 Pets and animals can cause a health hazard, nuisance or injury to other people. They can also cause damage to property.

9.8.2 You agree not to keep anything other than two domestic pets in your home. It is considered that a domestic pet is a dog, cat, small caged animal or bird. You may also keep any small amphibians or fish, provided they are kept only in a purpose-designed tank or container within your home

9.8.3 Any animal that you keep is your responsibility in all respects. You agree to keep under control any animals kept at your home and not to keep any animal that might damage your home or cause a nuisance or annoyance to other persons in the neighbourhood.

You must take steps to make sure that your pets and/or animals do not cause a health hazard, nuisance or injury to others or damage to property

9.8.4 You agree to obtain our written permission first before keeping an animal (other than the two domestic pets). This includes any animal or reptile defined in the Dangerous Wild Animals Act 1976, and/or any dog specified as dangerous in the Dangerous Dogs Act 1991. We will consider your request on an individual basis and we may take specialist advice

9.8.5 Where we have given our permission to keep an animal we may impose reasonable restrictions as a condition to such permission and we may withdraw our permission in circumstances where the animal(s) is causing or might cause damage to your home or a nuisance or annoyance to other people in the neighbourhood of your home. Any consent given will be withdrawn when we have reason to believe that your pet is causing a health hazard, nuisance, or damage. Nuisance includes excessive or persistent noise

9.8.6 You must not allow your pets or animals to foul or urinate in communal areas, if they do you must clean up after them

9.8.7 Any structures (for example, aviaries, pigeon lofts and ponds) will require our written consent before construction. This is to make sure that no danger, nuisance or damage is caused to you, your neighbours or the property

## **9.9 Safety and Security**

9.9.1 You agree not to do, or allow, any act that may endanger the property or any neighbouring premises, and in particular (in the case of sheltered communal entrances not to leave main doors unlocked)

9.9.2 In the case of flats or maisonettes not to obstruct or keep or store anything in the hallways, staircases or landings. Smoking is also prohibited in enclosed communal areas

## **9.10 Gardens**

- 9.10.1 You will be responsible for ensuring that your garden is kept clean tidy and manageable, by cutting the lawn and trimming any hedges or trees. If the garden is overgrown and there is no good reason why you cannot do it, the council can take action against your tenancy
- 9.10.2 You must not remove or erect any fencing or remove trees and hedges without prior permission. Trees and hedges should not obstruct public footpaths or interfere with a neighbour's property
- 9.10.3 You are entitled under common law rights to cut overhanging branches back to the boundary line of your property but you cannot reduce the height of a hedge unless the owner agrees
- 9.10.4 Part 8 of the Anti-social Behaviour Act 2003 allows local authorities to deal with complaints and take action if necessary about high hedges.

## **9.11 Sheds**

- 9.11.1 You must not put up structures such as sheds or garages anywhere in your garden unless you have written permission, and planning permission where required

## **9.12 Running businesses**

- 9.12.1 If you wish to run a business from your home you must obtain permission from Housing Services. This will normally be granted if there are no deliveries to the property in connection with the business and no visits to the property by any member of the public for the purpose of the business. Housing Services will ensure that planning permission is not required. Business rates may be payable by the tenant

## 9.13 Repairs

- 9.13.1 You must not carry out any alterations to the property without first obtaining our consent in writing. We may not be unreasonable in withholding our consent. If we do not agree to your request you may apply to the County Court to determine whether or not we are being unreasonable.
- 9.13.2 You must allow our employees and our subcontractors access to your home on reasonable prior notice and at reasonable times (or immediately at any time without notice in the case of an emergency) for any of the following purposes:

To inspect the condition of the property and the systems for the supply of gas, electricity, oil and water and the systems for the disposal of water and sewerage

To inspect any adjoining properties which we need to inspect which cannot conveniently be inspected without gaining access to your home

To carry out any repairs to the property and the systems for the supply of gas, oil, electricity and water and the systems for the disposal of water and sewerage which we are responsible for under these Tenancy Conditions. In addition, to carry out works which improve the supply of any of the services, (gas, electricity, oil and water and the system for the disposal of water and sewerage) to your property

To carry out any repairs to any adjoining properties and the systems for the supply of gas, electricity, oil and water and the systems for the disposal of water and sewerage to and from the same for which we are responsible and which can not be conveniently carried out without gaining access to your home. In addition, to carry out works which improve the supply of any of the services, (gas, electricity, oil and water and the system for the disposal of water and sewerage) to neighbouring properties which cannot be conveniently carried out without gaining access to your home

- 9.13.3 You must allow access to your home to neighbours and workmen engaged by them at reasonable times and upon reasonable prior notice for the purpose of carrying out works of cleaning maintenance and repair to their property which cannot be conveniently done without having access to your home
- 9.13.4 You must keep the interior of the property in a reasonable decorative condition
- 9.13.5 You will notify us promptly of any repairs which may be necessary to your home which we are responsible for under section 13 of these Tenancy Conditions. Details of how to do this are contained in the Tenants' Handbook
- 9.13.6 You are responsible for:-

Repair to and maintenance and replacement (as necessary) of:

clothes posts

cookers

door locks

electric plugs and fuses

door bells

draft excluders

internal doors and fittings

sheds, greenhouses, conservatories outhouses and other similar structures

boundary walls and fences (excluding communal gardens)

Sweeping chimneys

ponds and ornamental water features

security lighting (excluding sheltered housing)

glazing

light bulbs

TV aerials

waste plugs and chains to baths sinks and wash basins

tap washers

WC pan and seat

open fires and grates

alterations or adaptations which you have made to the property

Internal decoration

Removal of rubbish

Removal of garden refuse

Replacement of lost or damaged keys

Unblocking blocked sinks, waste pipes and WCs

Cleaning shower heads

Replacement of mains fuses and/or re-setting of trip switches

Cleaning and maintaining gutters, pipes and gullies so as to keep the same free from leaves and other obstructions

Bleeding any radiators at the property

9.13.7 In the event that you fail to carry out repairs for which you are responsible under sub-paragraph 9.13.6 of this condition and we carry them out on your behalf or in the event that we carry out repairs to the property or its fittings which arise from damage caused by you or those living with or visiting you then you will repay us the cost of the repairs upon request

9.13.8 You will observe and ensure that those living with you or visiting you observe any special regulations issued by us relating to sheltered accommodation, the use of communal parts or areas and garages and parking spaces

## **10 If your tenancy includes a garage then:-**

- 10.1 You may only use it for your private use and must not sub-let the garage
- 10.2 You must not alter the garage and shall keep it in good order at all times
- 10.3 You must keep the garage and surrounding areas clear and unobstructed at all times
- 10.4 You must not store any combustible or harmful materials in the garage
- 10.5 You may not carry on any trade or business from the garage
- 10.6 You shall not carry out major repairs to any vehicle in the forecourt or garage area.

## **11 Flats, Maisonettes and Sheltered Accommodation**

- 11.1 You and your visitors using the common parts shall do so as quietly as possible and cause no disturbance or annoyance to other residents
- 11.2 You and your visitors must not block corridors, walkways or emergency exits with any object.

## **12 Our Obligations**

- 12.1 Subject to you keeping to the terms of this agreement and there being no grounds for seeking possession under the Housing Acts we will not interfere with your use and enjoyment of the property.

We will repair and maintain:-

The structural exterior and common parts of the property  
The installations for the supply of gas, oil electricity and water  
Our installations for space and water heating  
Our installations for the disposal of water and sewerage

- 12.2 We will carry out the repairs for which we are responsible within a reasonable period of time from the time we become aware that such repairs are needed
- 12.3 We will decorate the exterior of the property and any communal parts when it is reasonably necessary to do so
- 12.4 We will maintain in reasonable order all communal areas
- 13.15 We will consult you about matters of housing management which may substantially affect you and take your views into account in reaching any decision on such issues.

### **13 Insurance**

- 13.1 We are not responsible for insuring your furnishings and personal possessions.

WE STRONGLY RECOMMEND THAT YOU ARRANGE YOUR OWN HOME CONTENTS INSURANCE

### **14 Summary of the main grounds of possession from Schedule 2 Housing Act 1985**

- 14.1 Non-payment of rent or breach of tenancy agreement
- 14.2 Anti-social (nuisance) behaviour
- 14.3 Domestic violence where a party has left as a result and is unlikely to return

- 14.4 Deterioration of the property caused by the acts or omissions of the tenant or someone living with him
- 14.5 Deterioration of any furniture supplied by the landlord caused by the acts or omissions of the tenant or someone living with him
- 14.6 The tenancy was induced by a false statement
- 14.7 Where there has been an exchange and one party paid the other money in consideration of the exchange
- 14.8 End of a temporary tenancy granted while work was being carried out to the tenant's home
- 14.9 Overcrowding of the property
- 14.10 The property is adapted for use by the disabled and no such person is living there
- 14.11 The property is of a group let to persons with special needs and the landlord requires it for occupation by such a person
- 14.12 The tenant is a successor who was not the deceased's spouse and the accommodation is more extensive than the tenant needs.

**TENANCY AGREEMENT**

This document is a Tenancy Agreement between Uttlesford District Council of Council Offices London Road Saffron Walden Essex CB11 4ER (at which address the Council will accept service of any notices or proceedings) and the persons whose names are set out in the schedule below:

**SCHEDULE**

Address of the property:

Tenancy Commencement Date:

Full name(s) of tenant(s):

- (a) The amount payable weekly, subject to any variation under Clause 2, shall be the amount set out in the schedule below:-

Amount payable (£)

Rent:

**TOTAL PAYABLE**

***Please note, this amount excludes any entitlement to Housing Benefit***

- (b) The Conditions of Tenancy shall be observed and performed by both the Council and the tenant.

Signed – Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Signed – Tenant: \_\_\_\_\_ Date: \_\_\_\_\_

Signed of behalf of the Council: \_\_\_\_\_

Job Title: \_\_\_\_\_ Date: \_\_\_\_\_

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