

## **Appendix 3**

### **Secure Tenancy Agreement**

#### **Definition of Tenancy Terms**

The term Tenant/s Tenancy or Tenancy Agreement refers to an Introductory Periodic Tenancy, which, provided no Notice of Possession Proceedings have been served, will become a Secure Periodic Tenancy after the period of the Introductory Tenancy comes to an end.

#### **Data Protection Act**

The Tenant accepts that the Council will keep and use personal information about you and will use this information to:

- check the accuracy of information we already hold
- meet our obligations under this Tenancy
- apply our rights under the Tenancy
- keep to our legal responsibilities, and the responsibilities we have to other organisations
- meet our responsibilities to other Tenants, and
- comply with our legal obligations in relation to the Equality Act 2010.

The Tenant agrees that we can give your personal information to other appropriate organisations so we can meet our obligations.

Other organisations may include:

- contractors appointed to carry out repair, maintenance or improvement work to the property
- any body or person connected with legal proceedings
- any Government agency
- social care
- benefits and council tax divisions
- other local housing providers
- medical professionals, and
- professional advisers.

If you have any questions on how we use your personal information, you should write to us.

By signing this agreement, you are authorising the Council to make any enquiries that it wishes, both now and in the future, with any recognised credit reference agency, Council Directorate (including benefits and council tax), Police, Doctor and supplier of gas, water or electricity with regard to the prevention and detection of fraud.

This Tenancy Agreement is an important document and is the contract between the Tenant and the Council as the landlord. It is divided into four sections as follows:

### **Section 1**

**Declaration (part 1)**, sets out Tenant/s information, details of the Premises, rent and charges

### **Section 2**

**Information on Introductory Tenancies and Secure Tenancies** sets out general information relating to the Tenancy.

### **Section 3**

**Tenancy Conditions**, these conditions apply to Introductory, Flexible (fixed-term) and Secure Tenancies.

### **Section 4**

**Declaration (part 2)**, sets out the occupants of the household and includes further Tenant/s information. It is also the part of the document which binds the Tenant to the conditions of the Tenancy Agreement.

### **Section 2 – Information on Introductory Tenancies and Secure Tenancies.**

## **Contents**

1. Introductory Tenancy Scheme
2. Secure Tenancy
3. The Council's right to end an Introductory Tenancy
4. Provision of Information about Tenancies
5. Prevention of Social Housing Fraud

## **1. Introductory Tenancy Scheme**

- 1.1 The Council operates an Introductory Tenancy Scheme whereby all new potentially Secure Tenants (sometimes referred to as “lifetime tenants”) and Flexible Tenants (“fixed-term tenants”) are “on trial” for a period of 12 months in order that the Council can satisfy itself that the Introductory Tenant can sustain a Tenancy and meet with the conditions of the Council’s Tenancy Agreement.
- 1.2 Should any conditions be breached, the Council will be able to seek possession of the property through the County Court with the judge having to grant possession, provided all of the procedures have been followed correctly.
- 1.3 In circumstances where the Council has concerns about an Introductory Tenant, but not serious enough to apply to the County Court for possession, the introductory period can be extended by a further 6 months following the serving of a Notice of Extension in accordance with the Housing Act 2004. The Notice of Extension will give the Introductory Tenant the right to request a Review of the decision to extend the trial period (in writing within 14 days of being served with the Notice of Extension) under Section 125B of the Housing Act 2004.
- 1.4 If the “trial” period is successfully completed, Introductory Tenancies automatically become either Secure periodic tenancies or Flexible (fixed-term) Tenancies.
- 1.5 As part of this Agreement, the Tenancy Conditions set out at Section 3 must be complied with, with the exception that the right to buy will not apply until the tenancy is Secure.

## **2. Secure Tenancy**

- 2.1 Introductory, potentially Secure Tenancies are granted to appropriate homeseekers in accordance with the Council’s Tenancy Policy. The legislation governing Secure Tenancies is found in Part 1V of the Housing Act 1985. The rights of a Secure Tenant are set out in the Act, and are commonly referred to as the “Tenants Charter”. A Secure Tenancy can only be ended by way of a Possession Order granted by the County Court.

## **3. The Council’s right to end an Introductory Tenancy**

- 3.1 If during the period of the Introductory Tenancy any of the conditions of the Tenancy are breached, the Council may take action to evict the Tenant. Before the Council takes such action it will:

- (a) Send two letters formally warning of the action (except in cases of extreme Anti-Social Behaviour), giving the Tenant the opportunity to resolve any breaches of tenancy conditions.
- (b) Serve a Notice of Possession Proceedings giving the reasons for taking the action.
- (c) Give the right to request a Review of the Council's decision to evict the Tenant (in writing within 14 days of being served with the Notice of Possession Proceedings) under Section 128 of the Housing Act 1996.
- (d) The Council will proceed to Court seeking an Order for possession and the execution of the Order. If the Court is satisfied that the Notice of Possession Proceedings and Review have been carried out correctly they must grant the Court Order.

#### **4. Provision of Information about Tenancies**

- 4.1 The Council has published a Tenants' Handbook which sets out information about its Secure Tenancies in such a form that explains in simple terms the effect of this Tenancy Agreement. The Tenants' Handbook will be provided when the Tenancy arises or as soon as practicable afterwards. The Council will regularly update Tenants on any changes to the Tenants' Handbook. In addition, matters relating to your Tenancy are also set out in the Council's Tenancy Policy and Housing Allocations Scheme copies of which will be provided on request free of charge.

#### **5. Prevention of Social Housing Fraud**

- 5.1 The Council will take a photograph of the Tenant at sign up which will be retained for the purpose of the prevention and detection of social housing fraud. The Tenant will provide the Council with an updated photograph every 10 years. In addition, the Council may from time to time pass the Tenant's personal data to credit agencies for the same purpose.
- 5.2 The Council will undertake "Tenancy Audits" from time to time to ensure that Tenants are complying with their Conditions of Tenancy with particular attention being paid to illegal Subletting. Access to the Premises may be required for this purpose.