

# Your Flexible Tenancy Agreement



June 2020



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Because this tenancy agreement is a legal contract between you and us you should read it carefully. If you do not understand any part of it you should ask a local housing officer to explain it before you sign it. You could also seek advice from a person or agency independent of Westminster City Council such as a solicitor, Citizens Advice, housing advice centre or law centre.

In this tenancy agreement 'we', 'us' or 'our' means the Lord Mayor and Citizens of the City of Westminster, i.e. the 'City Council'. 'You' means you the tenant or, in the case of joint tenancies, you and the other person you have signed the agreement with.

# Section A – Introduction

## 1. What type of tenancy do I have?

(Housing officers to tick the correct boxes and insert dates)

You have an **Introductory Tenancy** (under the Housing Act 1996).

It will start on Monday

 /  / 

and is due to end on\*

 /  / 

(1 year later but it may be extended or ended early if the law so allows.)

\* Insert the date that falls 1-year after the start of the **introductory tenancy**. For example, an introductory tenancy that starts on Monday 8 April 2019 will end on Wednesday 8 April 2020.

On ceasing to be an Introductory Tenancy it will, if s137A of the Housing Act 1996 applies, **become a Flexible Tenancy** for a fixed term of:

2 years  plus any days necessary to enable it to end on a Monday, as shown below.

5 years  plus any days necessary to enable it to end on a Monday, as shown below

Providing this **Flexible Tenancy** is not extended or ended early.

It will start on\* (see date above).

 /  / 

and is due to end on Monday\*\*

 /  / 

\* When the Introductory Tenancy ends the Flexible Tenancy will start. An Introductory Tenancy that starts on a Monday will cause a Flexible Tenancy to start on a Tuesday or Wednesday (depending on leap years).

\*\* Insert the **Monday** that falls on or after the relevant anniversary of the Flexible Tenancy start date. For example, a Flexible Tenancy that starts on Wednesday 8 April 2020 will end on:

- ▶ Monday 11 April 2022, if a 2-year tenancy
- ▶ Monday 14 April 2025, if a 5-year tenancy

- A *Notice of Flexible Tenancy* has been served on you stating that, on ceasing to be an Introductory Tenancy, the tenancy will be a Flexible Tenancy.

SAMPLE

You have a **Flexible Tenancy** under the Housing Act 1985 for a fixed term of:

Two years (plus any days necessary to enable it to end on a Monday, as shown below)

Five years (plus any days necessary to enable it to end on a Monday, as shown below)

It will start on Monday

 /  / 

and is due to end on Monday\*

 /  / 

\* Insert the Monday that falls on or after the relevant anniversary of the flexible tenancy start date. For example, a flexible tenancy that starts on Monday 6 April 2020 will end on:

- ▶ Monday 11 April 2022, if a 2-year tenancy
- ▶ Monday 07 April 2025, if a 5-year tenancy

A *Notice of Flexible Tenancy* has been served on you that the tenancy will be a Flexible Tenancy

## 2. The nature of my tenancy

- a. The following is not intended to be a full statement of the law and is intended as a guide to the basic nature of Introductory Tenancies and Flexible Tenancies. Neither is the following intended to create contractual rights, which are mostly set out in Section B.
- b. You will find more details about Introductory and Flexible Tenancies in the Tenants' Handbook.

### Introductory Tenancy

- c. If you have an Introductory Tenancy it will ordinarily last for a 12 month trial period. At the end of the trial period, it will ordinarily become a Flexible Tenancy for either two or five years as shown above. But if you break the conditions of your Introductory Tenancy we will consider carefully what action to take and it is possible you will be evicted from your home.
- d. 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 have the right to ask us to review our decision to serve this notice.
- e. As an Introductory Tenant you are not a Secure Tenant and do not have the same rights as a Flexible Tenant. For example, as an Introductory Tenant you are not allowed to either buy your home (i.e. exercise a right to buy) or vote to change your landlord.

## Flexible Tenancy

- f. If you have a Flexible Tenancy then you are a Secure Tenant, but for a fixed term. The term of your tenancy is set out in Section A, Part 1.
- g. As a Flexible Tenant you have security of tenure. This means that we are not allowed to evict you unless;
  - ▶ you break any of the conditions of this agreement, or
  - ▶ there is another reason under the Housing Act 1985 or some other law which allows us to seek possession of your home.
- h. At least eight months before your tenancy is due to end we will review your tenancy and your circumstances in line with our Tenancy Policy. As a result of that review we will serve an 'End of Tenancy Notice' informing you of our intention to either offer you another tenancy at the same property, offer you another tenancy at a different property or to terminate your tenancy without making another offer. You will also be notified of your rights to seek a review of our intention.

## 3. Joint tenancies

If you have signed this agreement with someone else (e.g. your husband, wife or civil partner) you are a joint tenant. In joint tenancies each tenant is jointly and individually responsible for complying with all of the conditions set out in this agreement. This means that even if one tenant leaves the home the other tenant(s) must still keep to these conditions which include continuing to pay the rent. If one tenant breaks the tenancy agreement, it will affect all of the tenants.

## 4. Data Protection and Information Sharing

- a. We will comply with the provisions of the Data Protection and Freedom of Information Acts. All or part of the information you provide may be disclosed or supplied to the Police or other agencies that are legally entitled to it. For example, they may be entitled to it in order to prevent or detect crime, anti-social behaviour or fraud.
- a. If you want to see a copy of the information we hold about you, contact your area housing office. You will find more details on what information we will hold and what we will use it for in the Tenants' Handbook.

## 5. Serving Notices

- a. You must send any written notice by post or by hand to your local area office at the address shown in Section D at the end of this agreement.
- b. If we send you a written notice, it may be posted or delivered by hand to the property or to your last known address, or handed to you in person or fixed to the property.
- c. Notices include, but are not limited to, a notice to quit, notice of seeking possession (s.83 Housing Act 1985), forfeiture notice (s.146 Law of Property Act 1925), break notice, statutory notice following death of a flexible tenant (s.90 Housing Act 1985), notice relating to recovery of possession of a flexible tenancy (s.107D(3) & (4) Housing Act 1985), notice of variation of rent or conditions of tenancy (ss.102 & 103 Housing Act 1985) and introductory tenancy notices.

SAMPLE

# Section B – Tenancy conditions

This section lists your tenancy conditions. It describes the rights and responsibilities you have as a tenant and those we have as your landlord.

It is very important that you read these conditions carefully as you may lose your home if you do not keep to them. Most of the tenancy conditions are the same for Introductory and Flexible Tenancies.

## 1. Your rent and other charges

- a. You must pay your rent and other charges on time. The full charge is due on Monday every week. The Tenants' Handbook gives you details of how and where to pay these charges.
- b. We may increase or reduce your rent. If this is going to happen, we will tell you in writing and give you at least four weeks' notice.
- c. We may change the other charges that you pay. We will give you at least one week's written notice of this and tell you the date the change will start from.
- d. If heating or hot water in your home are supplied from a shared boiler and the supply is interrupted, we will decide whether or not to give you a refund. A shared boiler is one which supplies more than one property in a block.
- e. If you have a joint tenancy, each joint tenant is responsible for paying the rent, other charges and any rent owed. Even if one joint tenant leaves, both tenants will still be responsible for the full weekly charges for the property and any rent already owed.
- f. If you do not pay the rent or any amount you owe us when it is due we may apply for a court order to end the tenancy and repossess the property, or take other legal steps to recover the arrears. If we do this you will then have to pay our reasonable legal costs and expenses incurred, unless the court orders otherwise.
- g. You must also pay any rent or money you owe from any previous council tenancy. We will make arrangements with you to pay the amount you owe.
- h. If we owe you compensation for any reason, and you owe us money for rent or charges related to your home (apart from housing or council tax benefit), we will use your compensation to help pay the money you owe us.
- i. If you are receiving Universal Credit from the government to help you pay your rent and other charges, and the housing element of this is paid directly to you, you must ensure that you pay your rent in full on or before the date your rent is due.



- j. Unless there is good reason why you cannot do so, you will agree to pay your rent and other charges direct from a bank account via standing order or direct debit.

## 2. Repairs and improvements

### Our responsibilities

- a. We are responsible for keeping the following items in good working order:
- ▶ the structure and outside of buildings including drains, gutters and pipes
  - ▶ all fittings, pipes and connections supplying water, gas and electricity
  - ▶ all equipment for sanitation including basins, sinks, baths and toilets and
  - ▶ all equipment that provides heating or hot water.
- b. If you live in a flat, we aim to keep the shared areas and services including entrances, halls, stairways, lifts, passages, rubbish chutes, shared gardens and lighting clean and in a good state of repair.
- c. If you or any member of your household or visitors cause any damage, you will have to pay the repair costs.
- d. We aim to decorate the outside of your home and the shared parts when necessary.

### Your responsibilities

- e. You must let your local area office know when a repair that is our responsibility needs to be done. You can report a repair in writing or by visiting or phoning your local area service centre. If the repair is an emergency and the office is closed, you should contact the council's out of hours emergency service. You will find details of this service in the Tenants' Handbook.
- f. You must keep your home, including its fixtures and fittings, clean and in good condition and make sure that other members of your household and people visiting your home do the same.
- g. You are responsible for minor repairs and decorations inside your home. You will find more details on this in the Tenants' Handbook.
- h. You must allow our officers and people we authorise into your home at reasonable hours to:
- ▶ inspect the state of repair of your home; and
  - ▶ carry out any work that may be necessary.

Unless it is an emergency, we aim to make and keep appointments for all inspections and repairs.

- i. In an emergency you must give our officers and people we authorise immediate access to your home.
- j. You must get our written permission before you carry out improvements or alterations to your home. You must apply for our permission, in writing, to your local area office and give full details of the work you want to carry out. You may also need planning permission. We have included details of how to apply for planning permission in the Tenants' Handbook.
- k. You must not fix, place or display a satellite dish on, or from, any part of the building.

### 3. Living in your home

- a. You must live in the property as your only or main home.
- b. You can take in lodgers or have members of your family living with you, as long as this does not cause overcrowding. If you take in a lodger, you are responsible for their and their visitors' behaviour, including any noise nuisance or damage they may cause.
- c. You can sublet part of your home, as long as you get our written agreement first. You are not allowed to sublet the whole of your home. If you do sublet part of your home, you are responsible for the behaviour of your sub-tenant and their visitors, including any noise nuisance or damage they may cause.
- d. You, or any member of your household, may not run a business from your home without our written permission. You can ask for permission from your local area office. You may also need planning permission. We have included details of how to apply for planning permission in the Tenants' Handbook.

### 4. Living with your neighbours

#### Our responsibilities

- a. We will not interfere with how you use your home as long as you keep to the terms of this agreement and do not disturb your neighbours.
- b. We will investigate any complaints of anti-social behaviour, nuisance or harassment and take appropriate action.

#### Your responsibilities

- c. You are responsible for the behaviour of all members of your household, including your children and any lodgers, subtenants or visitors. This applies in your home and in the shared parts of the estate and surrounding area.
- d. You and they must not do anything or threaten to do anything which causes or is likely to cause a nuisance or annoy someone else.

Examples of activities which cause nuisance and annoyance include, but are not limited to:

- ▶ loud noise from televisions and radios
  - ▶ loud music from music systems and musical instruments
  - ▶ noisy parties
  - ▶ too much noise from DIY
  - ▶ shouting and swearing
  - ▶ door slamming
  - ▶ dogs barking and fouling
  - ▶ dumping rubbish
  - ▶ vandalism and graffiti
  - ▶ noisy activities in shared areas
  - ▶ drunken behaviour in public places and
  - ▶ feeding pigeons.
- e. You and they must not harass or threaten any other person because of race, colour, sex, nationality, religion, age, mental illness, disability, sexuality or for any other reason.

Examples of harassment include, but are not limited to:

- ▶ violence or threats of violence
- ▶ using abusive words or behaviour
- ▶ writing abusive graffiti
- ▶ damaging property and
- ▶ stalking any other person.

- f. You and they must not use your home or any shared area for any illegal activity such as using drugs, drug dealing or prostitution.
- g. You and they must not use or threaten to use violence by using physical, mental, emotional or sexual abuse against anyone legally entitled to live either in your home or in another of our properties.
- h. You and they must not damage or deface our property. You are responsible for paying for any repairs that you cause or replacing items that you, or they, damage.
- i. You and they must not interfere with security equipment, like door-entry systems and closed circuit television equipment, in shared areas. Doors must not be jammed open and strangers must not be let in without showing identification.
- j. You and they must co-operate with us and your neighbours to keep any shared areas clean, tidy and clear of obstructions.
- k. You and they must not assault or threaten any of our employees or agents or anyone else on the estate and the surrounding area.
- l. You and they must not break any of our regulations to do with your estate.
- m. You and they must not park on our property without authorisation. You and they must not block access points or obstruct emergency vehicles.
- n. You and they must not carry out non-routine car repairs, like paint spraying, or dump unwanted vehicles in shared areas..
- o. You must not keep an animal in your home without our permission. The Tenants' Handbook gives details of when we will give permission for keeping animals.
- p. You must not keep liquid petroleum gas or any other flammable or explosive substance in your home or shared areas. You must also not do, or keep anything in these areas, which might affect the insurance of the property.
- q. If your property has a garden or balcony, you must keep it tidy. You must also keep emergency exits free from obstruction.

# Section C – Ending your Tenancy

## 1. How you can end your Tenancy

- a. You can end your tenancy at any time by giving us at least four weeks written notice. This four week notice period must end on a Monday. You and we can agree to shorten the four week notice period, but not the requirement that it must end on a Monday. This right can be exercised by fewer than all joint tenants. Thus, one joint tenant can exercise this right and end the tenancy for all joint tenants.
- b. The above right is in addition to the statutory right of termination given to flexible tenants by s107C of the Housing Act 1985.
- c. On the Monday your tenancy ends, you must return your keys to your local area service centre before noon. If you return your keys later than this, we will charge you the full weekly charges for the property until the end of the week in which you return them. If the Monday is a Bank Holiday, you must return your keys to the local area office before noon on the Tuesday after the holiday.
- d. You must take all your belongings and leave the property and the fixtures and fittings in a reasonable state of repair.
- e. We will charge you for the cost of removing any belongings that you leave behind, or for work that is necessary if you fail to leave the property clean and in a good state of repair.
- f. You must not leave anybody living in the property when you move out. If you do, we will take court proceedings to remove them from the property and get the costs of doing this back from you.
- g. Termination of this tenancy agreement shall not affect any other legal right or remedy either you or we may have against each other for any breach of the tenancy conditions which took place before the tenancy ended.
- h. You must allow us to inspect your home and show potential new tenants around the property provided we have given you reasonable notice, before the end of the four week notice period.

## 2. How we can end your Tenancy

### Statutory grounds

- a. The procedure for terminating an Introductory Tenancy or a Flexible Tenancy on statutory grounds is summarised in the Tenants' Handbook.

### Break notice

- b. If your fixed term tenancy is not secure then we may end it by serving a notice stating that the tenancy will end 28 days after service ('a break notice').
- c. Without prejudice to the general right above, if your fixed term tenancy is not secure then we may end it by serving a break notice stating that the tenancy will end 28 days after service and this notice may be served in either of the following circumstances:
  - ▶ the sole tenant has died, or
  - ▶ all joint tenants have died.

### Forfeiture

- d. Without prejudice to the above, if:
  - ▶ your fixed term tenancy is not secure or
  - ▶ any of the conditions of the tenancy are not performed or observed or
  - ▶ any of the statutory grounds for possession exist

we may forfeit the tenancy by:

- ▶ serving proceedings seeking possession of the property or
  - ▶ re-entering the property (or any part of it) and thereupon your tenancy will end.
- e. However, if you or any other person is lawfully residing in the property then we will not forfeit by re-entering the property. Forfeiture does not affect the right of either 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.
  - f. Furthermore:
    - ▶ If one or more of the reasons for forfeiture exists, we will first serve you with a notice (a 'section 146 notice'). Where the notice is served because of a breach which is capable of being remedied (but not otherwise) you will be given a reasonable time to remedy the breach. If you fail to do so within a reasonable time we will seek an order terminating your fixed term tenancy as well as an order for possession of the property (if required).
    - ▶ This right to forfeit applies to arrears of rent which has been unpaid for 21 days after becoming payable whether it has been formally demanded or not.
    - ▶ All other charges are recoverable as if they are rent.

# Section D – Your Tenancy details

## 1. This tenancy agreement is between us (the City Council) and you:

(1) Full name:

(2) Full name:

## 2. The address and postcode of the property rented in this agreement is:

## 3. The weekly charges for the property are:

£  rent

£  heating and hot water

£  other

£  other

£  other

£  other

£  other

£  **Total**

**4. The names of all the people who will live in the property are:**

Full name	Date of Birth	Relationship to you

**5. Photograph(s):**

**6. Service**

You must send any written notice by post or by hand to your local area office at this address:



## 7. If this is a joint tenancy, both tenants must sign the agreement

I/We have read and understood this tenancy agreement. By accepting this tenancy I agree to give up my existing tenancy with you on the day this tenancy starts.

### Tenant 1

Name

Signature

Date  /  /

### Tenant 2

Name

Signature

Date  /  /

## 8. Signed for us by:

### Officer's signature:

Name

Signature

Designation

Date  /  /

For the Executive Director of Growth Planning and Housing.

**You can also get this agreement in large print and in audio. Please contact your local area office for further information.**