



**SECURE TENANCY AGREEMENT
CYNTUNDEB TENANTIAETH SICRHAU**

Contact Point in Emergencies (all sections must be completed)	
Name:	
Relationship:	
Telephone Number:	

**VISIBLE & HOUSING SERVICES,
CIVIC OFFICES, HOLTON ROAD, BARRY,
VALE OF GLAMORGAN, CF63 4RU**

**GWASANAETHAU GWELADWY A THAI,
CYNGOR BRO MORGANNWG,
SWYDDFEYDD DINESIG, HEOL HOLTON,
Y BARRI, CF63 4RU**

Tenancy Agreement

between

Vale of Glamorgan Council

Premises known as

44, sample address, post code

Form of Agreement

I/We, the undersigned

This weekly Tenancy starts on: **xx/xx/xxxx**

Hereby agree to accept the tenancy of the above named Premises and to comply with the Conditions of Tenancy attached to this Agreement, the whole of which I/We have read and understood.

Signed	<input type="text" value="Sample signature"/>	Date	<input type="text" value="xxxxxxxxxx"/>
Signed	<input type="text" value="Sample signature"/>	Date	<input type="text" value="xxxxxxxxxx"/>
Signed	<input type="text" value="xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx"/>	Date	<input type="text" value="xxxxxxxxxx"/>

xxxxxxxxxx
Operational Manager Public Sector Housing

CONDITIONS OF TENANCY

RENT AND GENERAL TERMS OF AGREEMENT

1. The Agreement

- 1.1 This agreement sets out the rights and responsibilities of both the Council and the tenant which must be observed. In the case of joint tenancies the term “tenant” refers to all tenants of the property and each of the joint tenants is jointly and individually responsible for all aspects of the Agreement.

In this Agreement reference to the Act refer to the Housing Act 1985 and any amendment or extensions to the Act.

2. Rent and Charges

- 2.1. The tenancy shall be a weekly tenancy and may be terminated by the tenant at any time by four weeks written notice to the Council (see section 4).
- 2.2. The rent and other charges are payable on Monday, in advance, will be collected in a priority determined by the Council and may be altered at any time by the Council after giving the tenant four weeks notice in writing.
- 2.3. The tenant is responsible for the property and the payment of the weekly rent and other charges until the Council is given vacant possession and the keys are returned at the end of the tenancy.
- 2.4. The Council is only responsible for the insurance of the building. Tenants are strongly advised to take out their own contents insurance. For information the Council operates a competitive house contents insurance scheme, and details are available from all Council offices.

THE COUNCIL'S RIGHTS AND RESPONSIBILITIES

3. The Council agrees:

- 3.1. To give the tenant possession of the property at the start of the tenancy.
- 3.2. To issue annually, a rent card showing the amount of rent and other charges to be paid by the tenant.
- 3.3. The Council will provide Housing Benefit information and advice upon request.
- 3.4. Not to interrupt or interfere with the tenant's rights to peacefully occupy the property except where:-
 - (a) access is required to inspect the condition of the property or to carry out repairs or other works to the property or adjoining premises;
 - (b) a Court has given the Council a Possession Order to end the tenancy;
- 3.5. To keep in reasonable repair the structure and exterior of the property including:
 - (a) drains, gutters and outside pipes;
 - (b) the roof;
 - (c) Outside walls, outside doors, windowsills, window catches and window frames, including necessary outside painting and decoration;
 - (d) Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards, but not including internal painting and decoration;
 - (e) Chimneys, chimney stacks and flues, but not including sweeping;
 - (f) Pathways, steps or other means of access laid by the Council;
 - (g) Boundary walls and fences erected by the Council (but not hedges).
- 3.6. To keep in reasonable repair and proper working order any installations provided by the Council for space heating, water heating and sanitation and for the supply of water, gas and electricity including:-
 - (a) Basins, baths and sanitary conveniences;
 - (b) Water pipes, gas pipes and electric fittings;
 - (c) Water heaters, fireplaces, fitted fires and central heating installations.
- 3.7. To keep any common entrances, halls, stairways, passageways, lifts, door entry systems, rubbish chutes, communal T.V. aerials and communal lighting in reasonable repair.

- 3.8. To seek to carry out repairs as quickly as reasonably possible within the time periods specified by the Council.
- 3.9. To issue the tenant with a Tenants Handbook at the commencement of the tenancy.
- 3.10. To decorate the outside of the property and common parts usually decorated in accordance with the Council's planned maintenance programme.

SAMPLE

THE TENANT'S RESPONSIBILITIES

4. The tenant agrees:-
- 4.1. To occupy the property at the commencement of the tenancy and not to part with possession of the property.
 - 4.2. To pay the weekly rent and other charges regularly and promptly when due by such methods as the Council may reasonably require.
 - 4.3. To live in the property and use it only as a private residence and not for any business or trade purposes nor to advertise any business or trade from the property.
 - 4.4. Not to sub-let the whole or any part(s) of the property without the prior written permission of the Council.
 - 4.5. (a) To give the Council reasonable notice in writing before taking in any lodger.
(b) To ensure that all lodgers observe the terms of the Agreement and if they fail to do so to remove them from the property.
 - 4.6. (a) Not to assign the tenancy or exchange tenancies with any other party before receiving the written permission of the Council.
(b) Not to give or receive any money or other inducement in connection with any exchange of tenancies.
 - 4.7. (a) Not to cause or allow members of the tenant's household or visitors to cause a nuisance or annoyance to neighbours or other residents.

Nuisance can include (as well as those nuisances listed below) general harassment, domestic violence, criminal behaviour, rubbish and litter dumping, untidy gardens, repairing vehicles and anti-social parking, abuse of Council staff. You are responsible for the behaviour of every person (including children) living in your home or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas and in the neighbourhood around your home. If you are found responsible for causing a nuisance to your neighbour and are evicted from your home then the Council would generally not provide you with alternative accommodation.

(b) Not to use the property or permit it to be used for any illegal or immoral purpose.
 - 4.8. The tenant shall not commit, permit or allow members of his/her household or invited visitors to behave in any way or use any words which are threatening, abusive or insulting to the occupiers of other properties or to people visiting the properties, having regard to colour, race, nationality or ethnic origin or disability group to which the occupiers or people belong.

- 4.9. Not to cause or allow members of the tenant's household or visitors to possess or manufacture at the property illegal drugs or substances.
- 4.10. Not to play or allow to be played any radio, television, record, tape or compact disc recording, musical apparatus or instrument so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the property.
- 4.11. (a) To make sure that pets are kept under control, do not foul the property or common areas and do not cause a nuisance to neighbours.
- (b) Dogs and cats are not permitted in flats, maisonettes or sheltered housing schemes with communal entrances.
- 4.12. To obtain the Council's written permission before keeping pigeons, fowl, reptiles, insects, livestock or any other unusual or non-domestic animals.
- 4.13. (a) To keep the interior of the property clean and in a reasonable state of decoration.
- (b) To obtain written permission before carrying out any artexing or other unusual decorative work.
- 4.14. (a) To keep the gardens and hedges in a neat and tidy condition and free from rubbish.
- (b) To obtain written permission from the Council before erecting any fencing, shed, greenhouse or other structure.
- (c) Not to remove any trees, hedges or fencing without prior written permission from the Council.
- 4.15. To co-operate with other residents in keeping all communal entrances of flats and maisonettes clean and free from obstruction and ensure that refuse is placed in bins or refuse chutes and is placed ready for collection on the correct day (if appropriate).
- 4.16. (a) To make good to the satisfaction of the Council any damage to the fixtures and fittings or common parts caused by the tenant, any member of the tenant's house-hold or any visitor to the property.
- (b) To pay any costs incurred by the Council carrying out such work in default.
- 4.17. To report to the Housing Department without delay any repairs which are likely to cause injury to persons or damage to the property.
- 4.18. To allow the Council's employees, agents or contractors access to inspect the condition of the property or to carry out repairs or other works to the property or adjoining premises.
- 4.19. To take all reasonable steps to protect the property against intruders and the risk of damage by fire or flood.

- 4.20. Not to store any dangerous, offensive or inflammable materials.
- 4.21. Not to use or store bottled gas in any flat or maisonette or other dwelling.
- 4.22. To obtain the Council's written permission before installing any aerial, including a satellite dish. Please note that formal planning permission may be necessary before the Council will give written permission for a satellite dish.
- 4.23. (a) Not to park any vehicle within the boundary of the property unless a suitable driveway, garage or hardstanding has been constructed for it.
- (b) Not to construct a driveway, garage or hardstanding without the prior written permission of the Council.
- (c) Not to park on verges, amenity areas or playgrounds.
- (d) Not to park a vehicle so as to obstruct emergency access, pathways, refuse chutes etc.
- 4.24. Not to carry out vehicle repairs at the property, on estate roads, garages sites or parking areas so as to cause a nuisance or annoyance.
- 4.25. To obtain the Council's written permission before carrying out any external decorations or making any alternatives, adaptations, improvements or changes to the structure and/or the heating, electrical, gas or other service systems.

TERMINATING THE TENANCY

5. The Tenancy Agreement may be brought to an end in any of the following ways:
 - 5.1. This agreement is conditional upon the tenant (or in the case of a joint tenancy at least one of the tenants) occupying the property as his only principal home, and if at any time this condition ceases to be satisfied this tenancy shall immediately be at the end.
 - 5.2. The tenant may only end the tenancy by giving the Council four weeks notice in writing ending on any Sunday, unless a shorter period is mutually agreed.
 - 5.3. Subject to the Act the Council may terminate this Tenancy Agreement by four clear weeks notice in writing, to expire on Sunday.
 - 5.4. Under the terms of the Act the Council can only obtain possession of the property by a Court Order after prior notice has elapsed and on one of the Grounds specified in the Act. These Grounds are set out in the Act and are also detailed in your Tenants Handbook.
 - 5.5. In all cases you should return all keys to the Council at the end of the tenancy, and in any event at the latest by the following Monday, 12 noon, to avoid paying a further week's rent.
 - 5.6. A receipt must be obtained for keys when they are returned at the end of the tenancy.

SECTION 48(1) OF THE LANDLORD AND TENANT ACT 1987
NOTIFICATION BY LANDLORD OF ADDRESS
FOR SERVICE OF NOTICES

In accordance with Section 48(1) of the Landlord and Tenant Act 1987, I must inform you that your Landlord is **THE VALE OF GLAMORGAN COUNCIL, CIVIC OFFICES, HOLTON ROAD, BARRY, CF63 4RU.**

Our address for the service of Notices (including notices in proceedings) is:

**THE VALE OF GLAMORGAN COUNCIL
CIVIC OFFICES
HOLTON ROAD
BARRY
CF63 4RU**

Signed: xxxxxxxxxxxxxxxxxxxx

Date : As tenancy Agreement

FOR AND ON BEHALF OF THE COUNCIL