

TENANCY AGREEMENT

This is a legal contract. It describes the rights and responsibilities of Manchester City Council and the tenant.

The address of the property rented in this agreement is

The name of the tenant(s) is or are

Nat. Insurance Number

1	
2	
3	
4	

This weekly tenancy is for a period of The weekly rent is £

The maximum number of people allowed to live here is Housing staff will tell you if you can claim housing benefit to help pay your rent

If there is anything you do not understand please ask housing staff. You can also get help from a citizens' advice bureau or tenants' advice centre. Tenants should make a special note of sections 2.3 and 8.6.

You must sign below after reading this agreement.

"The information I gave on the housing application form was and still is true.
I (or we) understand and agree to the conditions in this tenancy agreement."

1	3
2	4

Neighbourhood Services Officer Local Services Team

Tenancy reference number Date

1. ABOUT YOUR TENANCY AGREEMENT

- 1.1 This agreement makes you a **secure tenant**.
- 1.2 It means you keep your home as long as you want it **unless** there is a legal reason why the city council wants to take it back (called a 'ground for possession' in the Housing Act). A court has to agree with the council's request to evict you or to move you to another home. This could be for one of two reasons:
- 1.3 **Because of your own action or the action of someone living with you or visiting you:** You must have broken a rule in this tenancy agreement or given false information in your housing application. In these cases we will not offer you another home.
- 1.4 **Because special circumstances mean the council must move you out:** This could be either temporarily or permanently. These circumstances are described in this agreement (see sections 3.6, 6.14, 8.9). You will be offered a suitable alternative home, and you will normally get compensation or help with moving costs (or both) depending on your circumstances.
- 1.5 If the council decides to take action to end your tenancy we will inform you by delivering the legally required notice to the address on the front of this agreement. The notice will be posted to, or left at the property or given to you personally. If we need to send you any other legally required notice we will follow the same procedure.

The rest of your tenancy agreement is set out like this:

- 2. Your Rent**
- 3. Repairs & Improvements**
- 4. Community Responsibilities**
- 5. Tenant Involvement**
- 6. Using Your Home**
- 7. Moving to Another Council Home**
- 8. Leaving Your Home & Ending Your Tenancy**

2. YOUR RENT

- 2.1 **You must** pay your rent. It must be paid on time. Your rent is due every week but you can pay in advance every two weeks or every month if you prefer. There are occasional 'free' weeks when no rent is due (although people with rent arrears must continue to pay in these weeks).
- 2.2 If you do not pay your rent, or pay it persistently late, the city council can go to court to get legal permission to evict you from your home. If you have any difficulty paying your rent you should contact your local housing number immediately.
- 2.3 If you are **joint tenants** you are each responsible for **all** the rent and for any rent arrears. The city council can recover all rent arrears owed for your home from any individual joint tenant. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent that may still be owed.
- 2.4 The amount of rent you pay depends on the amenities in your home and on its size, type and location.
- 2.5 Your rent includes an amount to pay for tenant involvement in decisions about the city council's housing service.
- 2.6 The rent may be increased or decreased from time to time—usually once a year. You will be told in writing at least four weeks before any rent change.
- 2.7 **You must** repay any money you owe us from a previous tenancy—such as rent arrears or the cost of repairing deliberate damage. If you do not keep to an arranged repayment plan, the city council can go to court to get legal permission to evict you from your home.
- 2.8 **We have the right** to charge you for any new service we provide for your home. The cost will be charged as part of your rent. We will tell you in writing, at least four weeks before we do this.
- 2.9 Some tenants pay for extra services as part of their rent. Housing staff will tell you if you are one of these tenants. If you **do** have a tenancy like this, read the section or sections that the housing officer has ticked below. We will tell you, in writing, at least one week before any change to these service charges.

Fixed Heating

Your rent includes an amount to pay for your heating.

Fully Furnished

Your rent includes an amount to pay for the furniture and equipment that we provide. You will get a list of what is included before you move in.

Part Furnished

Your rent includes an amount to pay for the furniture and equipment that we provide. You will get a list of what is included before you move in.

District Heating

Your rent includes an amount to pay for your heating. Every year we work out how much heating you have actually used. If the heating charge you have paid in your rent is not enough to cover this you will have to pay the extra. If the amount you have paid in your rent is more than enough you will be paid the difference—although the money will be used to pay off any rent arrears first.

We have the right to put in a pre-payment meter so that you would have to pay for your heating before you use it rather than paying for it in your rent.

Other Services

Your rent includes an amount to pay for extra services. These are:

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3. REPAIRS & IMPROVEMENTS

Council's Responsibilities

- 3.1 **We must** keep the structure and exterior of your property (including drains, gutters and external pipes) in repair. We must keep in repair and proper working order:
- ◆ installations for supplying water, gas, electricity and sanitation. This includes basins, sinks, toilets, baths. It does not include other fixtures and fittings or your own appliances that use the water, gas or electricity supplies; *and*
 - ◆ installations for supplying heat and hot water; *and*
 - ◆ the common parts—stairs, lighting, lifts and rubbish chutes.
- 3.2 **We must** paint the outside of your home at regular intervals.
- 3.3 **We must** do repairs in a reasonable time. When you report a repair we will tell you when the work will be done by (this depends on how urgent it is).
- 3.4 **We must** clear up after a repair. We will leave the decoration as close as possible to how it was before the work was done.
- 3.5 **We must** give you or send you written confirmation of your request for a repair (unless it will be done within two days). Keep this confirmation in case you want to make an enquiry later.
- 3.6 There are special circumstances when the city council has the legal right to take possession of your home because work needs to be done on it. They are:
- ◆ If your property needs to be empty for major building repair or for complete redevelopment or because it has to be demolished. You will be offered a suitable alternative home. You will usually get compensation or help with moving costs (or both) depending on your circumstances. Your move could be permanent or temporary.
 - ◆ If you agree to a temporary move we have the right to take possession of your temporary home when the work on your original property is finished.

Tenant's Rights

- 3.7 **You have the right** to get repairs done on time. In **some** cases you have a legal 'right to repair'—you may be able to get compensation if certain repairs are not done on time. Contact your local housing number for more information.
- 3.8 **You have the right** to put in your own improvements such as central heating, a shower or a gas fire. But you must get the city council's agreement in writing before doing any work like this. We will not refuse permission unless there is a good reason. (You may also need planning and building regulation approval).
- If you make an improvement you can ask us to repair and maintain it for you. If you do get this agreement we may increase your rent to cover the extra costs of repair and maintenance. Contact your local housing office for more information.

3. REPAIRS & IMPROVEMENTS

Tenant's Responsibilities

- 3.9 **You must** report any faults or damage immediately to your local housing number. Make sure you get or are sent a written confirmation saying that we have got your request for a repair (although you will not get confirmation if the repair is to be done within two days).
- 3.10 **You must** pay for repair or replacement if you (or anyone living with you or visiting your home) causes damage deliberately (smashed windows or broken doors for example). You must also pay for repair or replacement if damage is caused by your own neglect. The costs may be charged on top of your rent.
- 3.11 **You are responsible for** small repairs like unblocking sinks or replacing tap washers or internal door handles. Northwards Housing will do many of these jobs for you if you are elderly or disabled.
- 3.12 **You must** allow council workers or people sent by the council into your home to inspect and carry out repairs and improvements. Never let anyone in without seeing some official identification. (If you are in doubt contact your local housing number during office hours, or the emergency number at other times—these numbers are on your rent card). In emergencies we will need to get in immediately to prevent risk to you or your neighbours. If you do not let us in we could take legal action to enter your home—you may have to pay the costs. Or you may be prosecuted for obstruction.
- 3.13 **You are responsible for** decorating inside your home. We **might** be able to help if you are elderly or disabled—contact your local housing number for more information.
- 3.14 **You are responsible for** repairing and maintaining your own equipment such as cookers or washing machines and any improvement you have put in yourself (unless you have an agreement for us to repair and maintain it).
- 3.15 **You must not** remove walls or take out any other part of your home without the city council's agreement in writing.
- 3.16 If you make an improvement or alteration to your home without our written agreement we may tell you to return the property to how it was before. If you don't, the city council will do the work and make you pay for it.

4. COMMUNITY RESPONSIBILITIES

Everyone has the right to enjoy life in their own way providing they don't upset people living near them. The city council will help people solve their problems peacefully but we will take action quickly when this fails and in cases of harassment or victimisation.

Tenant's Responsibilities

- 4.1 **You are responsible** for the behaviour of every person (including children) living in or visiting your home. You are responsible in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.
- 4.2 **You** (or anyone living with you, or visiting your home) **must not** cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include:
- ◆ loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling drugs or drug abuse; rubbish dumping; playing ball games close to someone else's home.
- 4.3 **You** (or anyone living with you, or visiting your home) **must not** harass any other person. Examples of harassment include:
- ◆ 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; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of others.
- 4.4 **You** (or anyone living with you, or visiting your home) **must not** make false or malicious complaints about the behaviour of any other person.
- 4.5 **You** (or anyone living with you, or visiting your home) **must not** use your home or any communal area for any illegal activity such as selling drugs.
- 4.6 **You** (or anyone living with you, or visiting your home) **must not** damage, deface or put graffiti on city council property. You would have to pay for any repair or replacement. The costs may be charged on top of your rent.
- 4.7 **You** (or anyone living with you, or visiting your home) **must not** interfere with security and safety equipment in communal blocks—doors should not be jammed open and strangers should not be let in without identification. You must co-operate with security staff.
- 4.8 **You** (or anyone living with you, or visiting your home) **must not** break any of the city council's bye laws. You can ask to see the bye laws at a public library.
- 4.9 **You must not** inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.
- 4.10 **You** (or anyone living with you) **must not** keep a dog if:
- ◆ you live in a multi storey block*;
or
 - ◆ your home shares a common entrance and there is a 'no dog' agreement between the tenants and the local housing office. To find out whether your home is part of a 'no dog' agreement, or how to set up an agreement, contact your local housing number.

* people whose tenancy began before October 1990 can keep a dog they had before that date, but cannot get another one.

4. COMMUNITY RESPONSIBILITIES

Tenant's Responsibilities cont.

- 4.11 **You** (or anyone living with you) **must not** keep any animal that the city council decides is unsuitable for your home or garden. If you are in any doubt at all contact your local housing number. Your pet or pets must not annoy or frighten other people.
- 4.12 **You must** co-operate with the city council and your neighbours to keep any communal areas clean, tidy and clear of obstruction.
- 4.13 **You** (or anyone living with you) **must not** run a business from your home without the city council's agreement in writing. We will not normally refuse permission unless the business would cause a nuisance or might damage the property.
- 4.14 **You** (or anyone living with you, or visiting your home) **must not** park a vehicle anywhere on your property except on 'hardstanding' (a driveway or paved area intended for parking). Caravans or motor homes must not be parked on the garden, driveway, paved area around your home or on any communal parking areas without the city council's agreement in writing. You (or anyone living with you, or visiting your home) must not park anywhere that would obstruct emergency services.
- 4.15 If your property has a designated resident's parking space, only you and your legitimate visitors must park there. You must not give or sell the parking place to anyone else.
- 4.16 **You** (or anyone living with you, or visiting your home) **must not** do major car repairs or park an illegal or unroadworthy vehicle on the land around your home or on the road.
- 4.17 **You** (or anyone living with you) **must not** put up structures such as sheds, garages or pigeon lofts anywhere on your property without the city council's agreement in writing.
- 4.18 **You must** make sure your garden is tidy. Lawns must be cut and hedges trimmed. If the garden is overgrown—and there is no good reason why you can't do it—the city council can clear it and charge you for the work. We **might** be able to help you if you are elderly or disabled—contact your local housing number for more information.
- 4.19 **You** (or anyone living with you, or visiting your home) **must not** keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.

Council's Responsibilities

- 4.20 **We must** give you, and anyone living with you, help and advice if you report anti-social behaviour. We will investigate your complaints, keep you informed and take appropriate action to tackle the problem.

5. TENANT INVOLVEMENT

- 5.1 Your rent includes an amount to pay for tenant involvement in decisions about the city council's housing service.

Council's Responsibilities

- 5.2 **We must** ask your views about any of the city council's housing plans if they substantially affect you—for example we will consult you about modernisation or improvement work planned for your home or your area. We will involve you or your tenants' group in local housing issues.
- 5.3 **We must** ask your views about any planned changes to the tenancy agreement. You will be told in writing if these changes are to go ahead.
- 5.4 **We must** send you information every year about our work and performance. It will tell you how the service is paid for and how your money is spent.
- 5.5 **We must** deal with your complaints efficiently and effectively. If you need to make a complaint, contact your local housing number.
- 5.6 We do not have to consult you about increases or decreases to the rent or the service charge (paid by some tenants for their heating or furniture). But we will tell you in writing at least four weeks before any rent change or one week before any change to the service charge.

Tenant's Rights

- 5.7 **You have the right** to see information we have about you, your partner or your family. (In certain circumstances you will not be able to see everything—for example details about other tenants). You can get copies of the information but you may have to pay. Contact your local housing number.
- 5.8 **You have the right** to start or join a local tenants' group. Contact your local housing number for information about groups in your area or about how to start one.
- 5.9 **You have the right** to come to city council committee meetings which decide how council services are run and managed. You can find out more by contacting Manchester Advice at the town hall.

6. USING YOUR HOME

Tenant's Rights

- 6.1 **You have the right** to take in lodgers. A lodger is someone who lives with you, but wasn't part of your household when you first moved in. They don't have exclusive right to any one part of your home, and will get some sort of service from you such as cooking or cleaning.
- 6.2 **You have the right** to sub-let, but you must get the city council's agreement in writing first. Sub-letting means that someone who lives with you, but wasn't part of your household when you first moved in, pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You cannot sub-let the whole of the property.

Tenant's Responsibilities

- 6.3 **You must** use your council property as your main home.
- 6.4 **You must** tell your local housing number if you will be away from home for more than a month. (This is so we know you haven't abandoned your home).
- 6.5 If you don't use your property as your main home, or if you don't tell us when you'll be away for more than a month, we will take action to end your tenancy.
- 6.6 **You must** report any faults or damage immediately to your local housing number.
- 6.7 **You must** keep your property in good condition, reasonably clean and free of obstacles to reduce the risk of fire and allow us to get in to do repairs or make improvements. You must use the fixtures responsibly.
- 6.8 **You** (or anyone living with you or visiting your home) **must not** tamper with gas or electricity supplies, or with the meters.
- 6.9 **You must** pay for repair or replacement if damage is caused deliberately or by your own neglect (not reporting a leaking pipe for example). The costs may be charged on top of your rent.
- 6.10 **You must** not have more people living in your home than the maximum number allowed. The number is shown on the front of this agreement.
- 6.11 **You** (or anyone living with you, or visiting your home) **must not** keep mopeds or motor-bikes inside your home or on indoor communal areas (entrance halls, stairs, landings).
- 6.12 **You must** make sure your garden is tidy. Lawns must be cut and hedges trimmed. If the garden is overgrown—and there is no good reason why you can't do it—the city council can clear it and charge you for the work. We **might** be able to help you if you are elderly or disabled—contact your local housing number for more information.
- 6.13 **You are responsible** for decorating inside your home. We **might** be able to help if you are elderly or disabled—contact your local housing number for more information.

Council's Responsibilities

- 6.14 There are special circumstances when the city council has the legal right to take possession of your home. We can move you if the property has special adaptations for a disabled or elderly person who no longer lives there. But we only do this in **very exceptional cases**—if the property is needed by another elderly or disabled person who has nowhere suitable to live. Even if it did happen you would be offered another suitable home before you had to move out.

7. MOVING TO ANOTHER COUNCIL HOME

Tenant's Rights

7.1 **You have the right** to apply to move to another council home. But we will only offer you a home if you meet certain conditions. You have the right to see our rules for deciding who gets offered a council home. You also have the right to a free summary of our rules for who gets offered a council home.

7.2 **You have the right** to swap your home (called an 'exchange') with another tenant of the city council, a housing association or another local council. But you must get the city council's agreement in writing first. We cannot refuse permission unless:

- ◆ one of the homes would be overcrowded—contact your local housing number to find out the maximum number of people allowed; *or*
- ◆ the city council is taking legal action to get possession of the home of any of the tenants involved; *or*
- ◆ the exchange would mean that a home adapted for elderly or disabled people would have no-one living there who needed the adaptation; *or*
- ◆ one of the homes would be obviously too large for the new tenants.

We also set certain conditions that you must meet before the exchange can go ahead:

- ◆ you must not owe any rent (unless you have been keeping to a rent arrears repayment agreement for a set time); *and*
- ◆ your property and garden must be in good condition; *and*
- ◆ if you have made improvements or alterations without our written agreement you must return the home to how it was before.

If you do exchange without our written agreement we will take legal action to evict you. You will not be able to return to your original home and will not be offered alternative housing.

8. LEAVING YOUR HOME & ENDING YOUR TENANCY

Tenant's Responsibilities

- 8.1 **You must** tell your local housing office in writing at least four weeks before you want to leave your home. This four week 'notice' time must end on a Monday and you must return your keys to the housing office on the day you leave.
- 8.2 **You must** leave the property, the fixtures and any furnishings we have provided in good condition when you go. Do not leave any of your belongings behind—the city council will dispose of them.
- 8.3 **You must** pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear.
- 8.4 **You must** not leave anybody else living in your home when you move out. You cannot pass on your tenancy to anyone else (called 'assignment').
- 8.5 We have rules about who can have another council home in the future. Examples of why we would not offer you another council home include if:
- ◆ you are evicted; *or*
 - ◆ you abandon your home (leave without giving notice and returning the keys); *or*
 - ◆ you leave your home owing rent (and without making an agreement to repay); *or*
 - ◆ you leave your home in poor condition without paying for repair or replacement.
- 8.6 If you are **joint tenants** any one of you can end the tenancy by giving us four weeks' notice. We will decide if any of the other joint tenants can stay in the home.

Tenant's Rights

- 8.7 **The law** says that if you die, the tenancy of your home will pass to your husband or wife, or to the person who had been living with you as your husband or wife. Or it can pass to a relative (parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew or niece) if they had been living with you for the previous twelve months. **Council policy** extends these rights: *a)* Your tenancy can pass to someone who you had been living with as part of a lesbian or gay couple; *b)* A relative who takes over the tenancy must have been living with you for the previous **six** months only.
- 8.8 If you have already taken over the tenancy following the death of a previous tenant, the tenancy does not go to someone else if **you** die. But we **may** agree to give them a **new** tenancy agreement and allow them to stay in the property.
- 8.9 If the tenancy passes to a **relative**, and the home is bigger than they need, we have the right to move them out. But we will offer them a suitable alternative home. This is one of the special circumstances when we have the legal right to take possession of someone's home. But we will not move out your husband and wife, or the person who had been living with you as part of a couple, in the same situation.
- 8.10 You have the right to buy your council home—unless you live in a certain type of accommodation such as specialist housing for elderly or disabled people. You must have been a tenant of Manchester City Council or another public sector landlord (for example other councils or housing associations) or lived in armed forces accommodation. You must have lived in this sort of housing for a total of two years or more—it does not need to have been a continuous two year period.

*Everyone has the right to enjoy life in
their own way providing they don't
upset people living near them.*

*By keeping to this tenancy agreement, you
and the city council will help to make
Manchester a better place to live.*



Any notice (whether in proceedings or otherwise) may be served
on the City Council by sending or delivering it to:
The City Solicitor's Division,
PO Box 532, Manchester M60 2LA