

# Kettering Borough Council Secure Tenancy Agreement

## Landlord's Name, Address and Dates

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For the purposes of Sections 47 and 48 of The Landlord and Tenant Act 1987 the landlord's name and address is: Kettering Borough Council, Municipal Offices, Bowling Green Road, Kettering, Northants. NN157QX. The words "we", "us" and "our" refer to your landlord.

This Tenancy Agreement ("The Tenancy") begins on

Your liability to pay rent begins on

## Tenant's Name(s) ("You")

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Where there are joint tenants the word "you" applies to each tenant and both individually have the full rights and duties set out in this Tenancy.

## Address of Property

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In this tenancy the words "property", "premises" and "home" refer to the whole property, including fixtures and fittings, the garden(s), outbuildings, paths, hedges and fences

## Rent and Charges

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The full rent for the property at today's date is:

The service charge for the property at today's date is:

Total amount payable at today's date is:

Your rent and charges will be reviewed annually in March to take effect from the first Monday in April.

**Kettering Borough Council's Duties as your Landlord**  
Certain conditions apply to our duties as your landlord and they are fully explained in your Tenant's Handbook.

**CD1. Insurance**

We will insure the structure of your home against loss or damage by fire and other risks. This does not include furnishings, glazing, decorations or your personal belongings.

**CD2. Repair**

We will repair the structure and exterior of your home when necessary. We will maintain all fittings for supplying water, gas and electricity from the meter to your property. We will repair and keep in working order the items which supply the heating, water heating, gas, water and electricity to your home. We will repair any communal areas such as entrances, halls, stairways and lifts.

**CD3. Gas Service**

We will make sure that all our gas appliances have a service and a safety inspection within every 12 months.

**CD4. Notices**

All letters and notices will be delivered or served to you at your home or last known address.

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**Tenant's Rights**

Certain conditions apply to your Rights and they are fully explained in your Tenant's Handbook.

**TR1. Security of Tenure**

You have the right to possession of your home at the start of your tenancy and we will not unreasonably or unnecessarily interfere or disturb you.

**TR2. The Right to Notice of Legal Action**

Before commencing legal proceedings against you we will serve you with a notice telling you the reasons we are asking the court for a possession order.

**TR3. Consultation**

You have the right to be consulted about important changes that could affect you, such as, how our properties are managed, changes to do with services or facilities and changes to your tenancy agreement.

**TR4. Information**

You have the right to clear information about Kettering Borough Council as your landlord and about your rights and duties as a tenant.

## **TR5. Repairs**

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You have the right to have certain repairs, which might affect your health or safety, done within government set timescales.

## **TR6. The Right to Buy**

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You have the Right to Buy your home, at a discount, if you have been a tenant for at least five years.

## **TR7. Succession**

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Providing you did not succeed to your tenancy, in the event of your death, your spouse, the other joint tenant or your civil partner will have a right to the tenancy. Certain other persons may also have the right to succeed to your tenancy.

## **TR8. The Right to Assign**

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In certain circumstances you have the right to assign (pass on) your tenancy to someone else.

## **TR9. The Right to Exchange**

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You have the right to swap properties with tenants of this council, a tenant from another council or a tenant from another social housing provider. All tenants involved will need to obtain written permission from their landlord.

## **TR10. The Right to take in a lodger or sublet part of your home**

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You have the right to have someone else move into your home to live with you. Your property must not become overcrowded.

## **TR11. The Right to make Improvements**

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You have the right to make certain improvements, alterations and additions to your premises with our written permission. You are responsible for any fixtures and fittings that you install. If you make improvements or alterations without our written permission we can remove them and charge you the costs.

## **Tenant's Duties**

**Certain conditions apply to your duties as a tenant and they are fully explained in your Tenant's Handbook.**

## **TD1. Tenancy Agreement**

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You must comply with all of the conditions in this Tenancy Agreement and the accompanying Tenants Handbook. Failure to do so may result in court action and the loss of your home.

## **TD2. Occupation**

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You must use the premises as your only or main private home. You must tell us if your property will be empty for more than 28 days. You must not run a business from the premises without our permission in writing.

## **TD3. Rent and Charges**

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Rent and charges are due each Monday for the week ahead. If you choose to pay fortnightly or monthly then rent and charges are due in advance.

## **TD4. Recharges**

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All recharges for repairs carried out during the tenancy must be paid.

## **TD5. Behaviour**

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You must make sure that every person, including children and lodgers, and any animal, living in or visiting your premises behave correctly and responsibly.

You must not be involved in any criminal offence or illegal activity at your premises or in the surrounding area.

You must make sure that you, and anybody living with or visiting you, including children, are not abusive to our staff or contractors at any time.

You must make sure that you, and anybody living with or visiting you, does not do anything to disturb, harass, annoy or cause nuisance to any other person in the local area.

You must make sure that you, and anybody living with or visiting you, does not cause damage anywhere in the local area.

## **TD6. Garden**

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You are responsible for keeping the garden and any outbuildings, included in this tenancy, tidy, maintained and free from rubbish.

## **TD7. Animals**

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You must keep any animal that you have or that visits you under control at all times and not allow them to cause a nuisance or a danger to your neighbours or the community. You will need our written permission to keep certain animals at your premises.

## **TD8. Dangerous substances**

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You must not store any explosive or flammable materials and chemicals anywhere in your house. These items should be stored safely in an outbuilding or shed.

## **TD9. Parking**

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You must not keep any illegal or un-roadworthy vehicle at your premises or on any other council land including shared car parks. You will need insurance to park any sorned vehicle on your premises.

If you want to park a vehicle on your premises you must have a properly constructed hard standing and a dropped kerb leading to it.  
You will need our written permission to park a caravan, boat, motor-home or trailer on the premises.

#### **TD10. Communal Areas**

It is your responsibility to keep all communal areas in blocks of flats clean and tidy and free from rubbish and obstructions, this includes floor coverings and plants inside the block and the bin store and drying area outside the block.  
Door entry systems must be kept secure and used properly at all times.  
Smoking is not allowed in any of Kettering Borough Council's enclosed communal areas.

#### **TD11. Repairs**

You must tell us immediately about any repairs that need to be done to your home, the communal area or the surrounding area.  
You must arrange the replacement or repair of any item in the premises which gets damaged by you or anybody living with or visiting you. If we have to carry out such repairs you will be recharged the cost of the work.  
You are responsible for decorating inside your home  
You are responsible for most small repairs and maintenance jobs on the whole premises.

#### **TD12. Condition of Premises**

You must keep your home clean and tidy and in a satisfactory condition. If we need to carry out a repair at your property and are unable to do so because of your lack of care, unsatisfactory cleanliness, untidiness or a risk to health and safety, you must take action to improve the situation immediately.  
If you do not bring the premises up to a satisfactory condition we will arrange for it to be cleared and cleaned before we carry out the repair. You will be recharged for the cost of clearance and cleaning.

#### **TD13. Access**

You must allow our employees, agents and contractors into your home for the purpose of inspection, repair and maintenance to your property and any neighbouring property that we own. Unless it is an emergency we will give you reasonable notice. You must allow our housing staff into your home two weeks after signing this agreement to discuss your tenancy.

#### **TD14. Ending the Tenancy**

You must give us at least 4 weeks written notice finishing on a Sunday to end the tenancy. You must leave the whole premises in a clean satisfactory condition and your rent account must be clear.  
On receipt of your written notice you must allow us access to inspect your property.

I/We have received the keys to the property.

I/We understand that this property is not suitable for a pet.

I/We have received a copy of the Tenant's Handbook.

**Signed by Tenant 1**

**Date**

**Signed by Tenant 2**

**Date**

**Signed for and on behalf of  
Kettering Borough Council**

**Date**

**DRAFT**