

Your Landlord is Eastbourne Borough Council.  
Under Section 48 (1) of the Landlord and Tenant Act 1987 the address for service of any notices on the Council is as follows:

Eastbourne Borough Council 1 Grove Road Eastbourne BN21 4TW	Tim Whelan Director of Service Delivery 1 Grove Road Eastbourne, BN21 4TW
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## TENANCY AGREEMENT

### ■ For Secure Tenancies Only

This agreement creates a Secure Tenancy of the following property:

### ■ For Introductory Tenancies Only

This agreement creates an Introductory Tenancy of the following property:

Your Introductory Tenancy will last for one year until:

After this date it will automatically become a Secure Tenancy, unless the Council has started possession proceedings against you.

I / We shall be pleased to accept the tenancy of this property and agree to abide by the Conditions of Tenancy from: ..... I / We fully understand and agree to the conditions of tenancy. This tenancy is for an initial term of one week and continuing thereafter on a weekly basis. The current rent (including service charges and/or personal support payments if applicable) is £..... per week (subject to review as per 2(b) of this agreement). I hereby surrender my current tenancy of ..... and will ensure that the keys are returned at the expected time. I / We certify that I am / we are still residing at ..... and that my / our housing circumstances are still as recorded in the Council's Records.

I hereby declare that the following persons only will live and sleep at the premises.

Surname	Forenames	Sex	Date of Birth	Relation to Tenant
				<b>Tenant</b>

We must protect the public funds we handle and so we may use the information that you have provided on this form to prevent and detect fraud. We may also share this information for the same purpose with other organisations which handle public funds.

Signed: ..... Date: .....

Signed: ..... Date: .....

Signed on Behalf of Eastbourne Borough Council: .....

Officer Name: ..... Date: .....

# Tenancy Conditions

## GENERAL

### 1. The Premises

The 'premises' in these conditions means the tenant's home plus any garden, garage or parking area within the boundary of it.

### 2. Rent

(a) The rent payable for the premises includes the net rent and other charges which shall be notified to you from time to time. The rent payable may include a charge for support services supplied by the Council or other providers of such services.

(b) The Council may adjust the rent after giving 28 days' notice. This will be posted to the tenant's address.

### 3. Termination of Tenancy

#### (a) By the Council

(i) In the event of the Council requiring possession a notice of the Council's intention to seek a Possession Order at the County Court will be served specifying the ground for possession. In the case of Introductory Tenants, this will be a Notice to Terminate, for further details on this refer to leaflet 'Introductory Tenancies - Frequently asked questions.' The Notice will be served either by personal service on the tenant or by leaving it at the premises. This can be done by posting it through the door or leaving it with another person in the premises at the time of service. The Council can only take possession after being granted an Order by the Court.

(ii) If it appears to the Council that the tenant is not resident in the premises a Notice to Quit will be served giving four weeks' notice by fixing to the front door of the premises. The tenant will lose their security of tenure if they no longer live at or use the premises as their only or principal home at the end of the notice period.

(iii) In the event of the death of the tenant who has left no Will and where there is no-one qualified to succeed to the tenancy the Council will serve Notice to Quit on the premises. This will give 28 days' notice to end the tenancy and a copy will be sent to The Public Trustee and any known next of kin.

(iv) Vacant Possession of the property will be required. The tenant will be responsible for any action and costs involved in ensuring that the property is returned to the Council in this fashion. Rent will still be liable by the tenant until vacant possession is provided and the tenant's 28-day notice will not be considered valid whilst there are occupants within the premises.

#### (b) By the Tenant

(i) The tenant must give the Council at least 28 days' notice in writing, expiring at noon on a Monday. (Note: returning the keys to the Council without the required notice does not end the tenancy.)

(ii) In the event of the death of the tenant the executor of their estate must give the Council at least 28 days' notice to end the tenancy.

(iii) The tenant must ensure that when vacating the premises the Council's fixtures and fittings are left in good order and the premises cleared of all belongings and rubbish. The Council will recharge the cost of making good damage or clearance of the premises.

## RESPONSIBILITIES OF THE COUNCIL

1. The Council will not interfere with the tenant's right to possession and quiet enjoyment of the premises so long as the tenant complies with the conditions of tenancy. In the event of the tenant not complying with the conditions, the Council has the right, at its discretion, to take action to enforce them.

2. To keep in repair and proper working order:

(a) The structure and exterior of the premises including drains gutters and external pipes and window glass (except where such glass is broken by the tenant, other occupants of the premises or visitors).

(b) Installations in the premises for the supply of water, gas, electricity past the utility meter and for sanitation including basins, sinks, baths and toilets.

(c) Installations in the premises for heating and water heating.

The Council will not be responsible for repairs to appliances and fittings installed by the tenant. Where the repair is necessary due to damage or misuse by the tenant or other occupants or visitors to the premises, the Council may recharge the cost to the tenant.

3. The Council will keep in good repair any communal areas to blocks of flats.

4. To decorate the exterior of premises and communal areas to flats from time to time as necessary.

5. To give the tenant reasonable notice when it is necessary to carry out repairs or inspections (in an emergency it may be necessary to gain access immediately).

6. To consult with the tenant over important matters about the management and maintenance of their premises.

7. To give the tenant a minimum of 28 days' notice of any variation or intended variation in this agreement. Any such notice will be in writing and served by posting to the tenant.

## RESPONSIBILITIES OF THE TENANT

### 1. Occupation

To occupy the premises as the tenants only or principal home.

### 2. Use of Premises

Not to carry on or allow to be carried on any business at or from the premises without the written consent of the Council. This will not be refused unreasonably but planning permission and other approvals must be sought where necessary. Such use must not cause a nuisance to neighbours.

### 3. Rent

To pay the rent promptly when due. Rent is calculated and payable weekly.

### 4. Repairs

- (a) To report defects which are the Council's responsibility as soon as practicable.
- (b) To permit the Council or its agents entry to the premises to inspect, carry out repairs, improvements or any work considered necessary to them or adjoining premises at all reasonable hours of the day, subject to reasonable notice being given to the tenant.
- (c) To permit the Council or its agents immediate access to service heating appliances and systems.
- (d) To allow the Council or its agents immediate access to the premises in the event of an emergency.
- (e) To repair to the Council the cost of items which may have been lost, broken or damaged by the tenant(s) or any other occupants or visitors. This includes such items as broken glass, damaged fittings or lost keys.
- (f) To take reasonable care to keep drains, gullies, waste and soil pipes clean and clear, and ensure no damage is caused by the operation of the tenant's appliances.
- (g) To ensure no damage is caused to the premises or neighbouring premises by the operation of the tenant's equipment or domestic appliances.

### 4. Smoke Alarms

To test smoke alarms (where fitted) in accordance with manufacturer's instructions and to renew batteries when necessary. The Council is not responsible for any loss caused as a result of failure by one of these alarms for whatever reason.

### 6. Condition of Premises

- (a) To keep the premises in a clean and tidy condition. The Council will charge the tenant to cost of any works or repairs that are necessary because the premises have been damaged or misused by the tenant, members of their household, visitors or pets.
- (b) To keep the interior of the premises in good decorative order.

### 7. Gardens

- (a) To cut grass regularly and to keep any gardens tidy, weeded, cultivated and free of rubbish. To keep hedges tidy, properly clipped and below 1.8 metre in height.

- (b) Not to use the garden in a way that causes a nuisance, e.g. by lighting bonfires at unreasonable hours or burning noxious substances.

If a tenant does not comply with this condition the Council has the right to carry out works to the garden and recharge the cost to the tenant.

### 8. Nuisance and Harassment

- (a) To be responsible for the behaviour of every person (including children) living in or visiting the premises. The tenant is responsible for them in the premises, on surrounding land, communal areas including stairs, lifts, refuse areas, landings, entrances, parking and garage areas and in the neighbourhood around the premises.
- (b) Not to cause or allow other persons as detailed in 8(a) to cause any nuisance, annoyance or disturbance to neighbours or other people in the vicinity (including those visiting or engaging in lawful activity).
- (c) Not to behave or allow others as detailed in 8(a) to behave in a way which is likely to cause any nuisance, annoyance or disturbance to neighbours or other people in the vicinity (including those visiting or engaging in lawful activity).
- (d) Not to commit or allow other persons as detailed in 8(a) to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation, disability or any other reason to any neighbour or other persons in the vicinity (including those visiting or engaging in lawful activity).

Harassment includes but is not limited to:

- (i) violence or threats of violence towards any person;
- (ii) abusive or insulting words or behaviour;
- (iii) damage or threats of damage to premises belonging to another person including damage to any part of a person's home;
- (iv) writing threatening, abusive or insulting graffiti;
- (v) any act or omission calculated to interfere with the peace or comfort of any other person or to inconvenience such person.

### 9. Use of the Premises for Illegal Purposes

- (a) Not to use the premises, any surrounding land, communal area or other part of the neighbourhood for any illegal or immoral activity or to allow any other person (including children) living in or visiting the premises to carry out such activities.
- (b) Not to sell or otherwise distribute controlled drugs or other illegal substances from the premises, surrounding land or other part of the neighbourhood or to allow any other person (including children) living or visiting the premises to carry out such activities.

### 10. Vandalism

Not to damage or deface the premises or other buildings, structures and fittings in the neighbourhood around the premises including communal areas or to allow persons (including children) living at or visiting the premises to do so.

Costs incurred by the Council in repairing damage as described above will be payable by the tenant.

## 11. Behaviour to Staff/Agents

Not to subject or allow other persons living at or visiting the premises to subject Council employees or contractors to any physical, verbal or written abuse. This includes acts which are likely to injure, intimidate, cause alarm or distress.

## 12. The Premises

- (a) Not to carry out vehicle repairs other than routine maintenance to the tenant's own vehicle on any part of the premises or other land belonging to the Council or allow them to be carried out by any person living in or visiting the premises.
- (b) Not to park or allow to be parked on the premises a vehicle, unless in a roadworthy condition and with current road fund licence and where a pavement crossing with garage or hardstanding has been provided.
- (c) Not to park vehicles or allow other people living at or visiting the premises to park vehicles on the Council's land unless in a designated parking area and in a roadworthy condition with current road tax and with the Council's written consent. Damage caused to Council land by vehicles will be made good and the cost recharged to the tenant. The Council may remove without notice any unroadworthy vehicle that constitutes a health and safety issue. The Council will not accept any loss or damage however caused in undertaking the removal and disposal of these vehicles.
- (d) Not to park on the premises or on any other land belonging to the Council any caravan, boat, trailer or commercial vehicle without first obtaining the Council's written consent or to allow any other person living at or visiting the premises to do so.
- (e) Not to park a motor cycle, moped or similar vehicle inside any dwelling or the communal parts of a block of flats or allow any other person living or visiting the premises to do so.

## 13. Animals

- (a) Not to allow any animal, bird or reptile kept on the premises by the tenant or anyone else living at or visiting the premises to cause nuisance, annoyance or disturbance to neighbours.
- (b) Not to keep on the premises or allow anyone else living at or visiting the premises to keep any animal, bird or reptile without the Council's written consent. (Applied to flats only.)
- (c) Not to allow any animal, bird or reptile belonging to the tenant or anyone else living at or visiting the premises to cause damage or fouling of the premises, communal areas or neighbouring properties.
- (d) Not to keep or allow to be kept by another person living at or visiting the premises any dog of any type as defined from time to time under the Dangerous Dogs Act 1991.

## 14. Domestic Violence

- (a) Not to commit or threaten to commit violence against any member(s) of the tenant's household that would justify that person(s) leaving the premises.
- (b) Not to allow violence or the threat of violence by other persons living at or visiting the premises that would justify members of the tenant's household leaving the premises.

## 15. Alterations to the Premises

- (a) The tenant must not alter or improve the premises without the Council's written consent, which will not be unreasonably withheld if the necessary planning permission or other consents have been obtained by the tenant. Introductory Tenants must not alter or improve the premises whatsoever, except in certain circumstances.
- (b) The tenant must not attach anything to the premises (e.g. satellite dish, radio mast) without the Council's written consent which will not be unreasonably withheld if the necessary planning permission or other consents have been obtained by the tenant.
- (c) The tenant must not erect any shed, greenhouse, garage, fowl pen, fence or other building structure on the premises without the Council's written consent.

## 16. Communal Areas

- (a) To jointly with other residents clean communal areas (including passages, landings and staircases) in blocks of flats and to comply with regulations the Council may make from time to time regarding the cleaning of these areas; the disposal of rubbish and the use of any store, washing or drying facilities.  

If in the opinion of the Council, the communal areas have not been kept in a satisfactory manner, the Council will arrange for cleaning to be undertaken and the cost will be recharged to all tenants of block unless they can prove to the Council's satisfaction that they have done all that is reasonable for them to do.
- (b) Not to keep any items which cause an obstruction, fire risk, nuisance or are unsightly in the communal areas or allow anyone else living at or visiting the premises to do so.  

The Council will clear such items and recharge any cost to the tenant.
- (c) Not to prevent the closure of any security or fire doors to blocks of flats or allow anyone else living at or visiting the premises to do so.

## 17. Inflammable/Explosive Substances

Not to store any dangerous inflammable or explosive substances on the premises or any communal area or allow anyone else living at or visiting the premises to do so.

## 18. Assignment

Not to assign (transfer to another person) the tenancy without first obtaining the written consent of the Council. Introductory Tenants are not permitted to assign the tenancy except in certain circumstances.

## 19. Sub-Letting

Not to sub-let or part with possession of the WHOLE premises. Not to sub-let part of the premises without the Council's written consent. Introductory Tenants are not permitted to sublet or part with possession of the whole or part of the premises.

## 20. Overcrowding

Not to cause overcrowding of the premises.