



Blackpool Council Tenancy Agreement Version 2

Specimen copy - for reference only

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To ensure our services are accessible to all, documents prepared by Blackpool Council are available in large print, Braille, on audio- cassette or on computer disc upon request. We can also provide help for British Sign Language users and provide information in other languages.

Please ask for details or telephone 01253 477477.



1. Definitions

Arrears

Rent you owe.

Demoted Tenancy

A Demoted Tenancy is a former Secure Tenancy which has been demoted by a Court Order. We can only apply for a Secure Tenancy to be demoted by the Court if the Secure Tenant (see 'Secure Tenant') or a person living in or visiting a Secure Tenant's home has engaged in, or has threatened to engage in, anti social behaviour or the use of a Council house or flat for an unlawful purpose. If the Court grants a Demotion Order, the Secure Tenancy will end and a Demoted Tenancy, on fresh terms and conditions, will begin. If the terms and conditions of a Demoted Tenancy are breached, we may look to ending the Demoted Tenancy by obtaining a 'Possession Order' from the Court, which can be enforced by Court bailiffs at an eviction. A Demoted Tenant has less rights than a Secure Tenant. For example, the right to buy, to exchange, and to hand over a tenancy to somebody else will be affected. If the terms and conditions of a Demoted Tenancy are not breached, then the Demoted Tenancy will generally become secure once again after 12 months from the date of the Court Demotion Order have passed.

Emergency Services

The police, the fire brigade and the ambulance service.

Exchange

To swap tenancies with another person

Fixtures and fittings

All appliances and furnishings in the property including installations for supplying or using gas, electric or water.

Flat

A home which forms part of a building

Furniture

All the furniture we rent to you with the property.

Garden

Lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.

Improvement

Any alteration or addition to the property.

Introductory Tenancy

An Introductory Tenancy will generally last for a trial period (see 'Trial Period') of 12 months from the start date (see 'Start Date') of your Tenancy Agreement. If you do not break any of the conditions of your Tenancy Agreement during your trial period, you will automatically become a Secure Tenant (see 'Secure Tenant'). If during your trial period you break any of the conditions of your Tenancy Agreement, we may either look to extending your trial period by 6 months or ending your Introductory Tenancy by obtaining a 'Possession Order' from the Court which can be enforced by Court bailiffs at an eviction.

Local area

The whole of the estate the property is on including privately owned or housing association properties, community buildings and facilities, play areas, streets and shopping areas.

Lodger

A person who you let live in the property with you, who may or may not pay you money to let them live there.

Maisonette

A flat with more than one floor.

Neighbours

Your neighbours include everyone living in the local area, including people who own their own homes and housing association tenants.

Partner

A husband, wife or civil partner, or someone who lives with you as husband, wife or civil partner.

Property

The property you live in, including any garden, but not including any shared areas.

Relative

Parents, children, grandparents, brothers, sisters, grandchildren, uncles, aunts, nephews, nieces, including such step or half relations, and adopted children.

Secure Tenant

By law, Secure Tenants have the right to stay in a property. We cannot remove a Secure Tenant from a property unless a Court grants us a 'Possession Order' and Court bailiffs enforce this order at an eviction. We can, however, also apply to Court to demote a Secure Tenancy to a Demoted Tenancy in certain circumstances. If you become a Demoted Tenant, you will not need to leave your home but you will have less rights than a Secure Tenant (see 'Demoted Tenancy')

Shared area

The parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

**Start Date**

Your tenancy is a weekly tenancy, which will start on the date indicated in this agreement. The weekly rent charge is calculated from Monday to Sunday. If your tenancy commences on any day other than a Monday, then your first weeks rent will be calculated on a pro rata basis from the tenancy start date to the Sunday of that week. The weekly rent charge quoted will apply for all subsequent weeks.

Sublet

Giving another person the right to live in part of the property.

Tenancy

The legal occupation of a property under the terms of an agreement.

Trial Period

A 12-month period at the start of your tenancy during which the conduct of your tenancy is closely monitored. This period may be extended by a further 6 months if you break any of the conditions of your Tenancy Agreement.

Vehicle

A car, bus, lorry, motorbike, bike, boat and so on.

We, us, our

Blackpool Council

Written permission

A letter from us giving you permission to do certain things.

You

The tenant, and in the case of joint tenants, any one or all of the joint tenants.

2. Your Tenancy Agreement

- 2.1 By signing this agreement you are agreeing to become a tenant of Blackpool Council.
- 2.2 The “Tenancy Agreement” is a legal contract between you and us. It tells you what your rights and responsibilities are as a tenant and what the Council must do for you. If there is anything in this agreement that you do not understand, you should contact your local Housing Office or get independent advice from SHELTER, the Citizens Advice Bureau or your own solicitor who may charge for advice depending on your personal circumstances. You should also read your Repairs and Information Handbook that provide further detailed information on many of the items contained in this Tenancy Agreement.
- 2.3 Those of your neighbours who are also tenants of the Council have exactly the same rights and responsibilities as you. Your responsibilities apply to you and also to any of your friends, relatives or any other person living in or visiting your home, including children.
- 2.4 There are two kinds of tenancy:
- Introductory Tenancy
 - Secure Tenancy

This agreement is for both kinds of tenancy and the terms and conditions apply to both types unless specifically identified as applying to one type only.

- 2.5 Unless you were a Secure Tenant or the Assured Tenant of a registered social landlord immediately before the Start Date of the Tenancy Agreement, you will initially be an Introductory Tenant. Under your Introductory Tenancy, the first 12 months from the Start Date of the Tenancy Agreement will be a trial period. If you keep to the terms and conditions of this Tenancy Agreement in your trial period, you will automatically become a Secure Tenant at the end of your trial period. If you breach any of the terms and conditions of this Tenancy Agreement we may look either to extending your trial period by 6 months or seeking a Possession Order against you at Court.
- 2.6 As an Introductory Tenant, for your trial period you will have fewer legal rights than a Secure Tenant. In summary as an Introductory Tenant you will not have:
- the right to buy
 - the right to take in lodgers (unless you have prior written permission)
 - the right to sub-let (unless you have prior written permission)



- the right to improve (unless you have prior written permission)
 - the right to exchange (unless you have prior written permission)
- 2.7 As an Introductory Tenant the people who can live with you at the property are those that you told us about when you applied for the property. Before anyone comes to live with you for more than four weeks, you must get our permission. We may refuse permission for them to stay, if we do, we will give our reasons to you in writing.
- 2.8 You will be a Secure Tenant if you were a secure tenant or an assured tenant of a registered social landlord immediately before entering into this Tenancy Agreement. If you were not such a tenant immediately before entering into this Tenancy Agreement, you will become a Secure Tenant upon successful completion of your trial period.
- 2.9 This Tenancy Agreement gives you the right to live in the property without interference from us unless any of the following apply:
- You break any of the terms and conditions in this Tenancy Agreement. If you do, we may take legal action to force you to meet the terms and conditions, or we may ask the Court for permission to evict you or to demote your Secure Tenancy to a Demoted Tenancy (see 'Demoted Tenancy')
 - The property was built or adapted for a physically disabled person so it is substantially different from an unadapted home, and you no longer need that type of home and the property is needed for someone else with specific needs.
 - You find another home and stop using the property as your main or only home.
 - We need to carry out redevelopment improvements or major repairs to the property that we cannot do unless you move out.
 - There is any other reason under current legislation, for example, the Housing Act 1985, the Housing Act 1996 or any future legislation where we need to take some form of action.
- 2.10 You will be in breach of the Tenancy Agreement if you or someone acting on your behalf knowingly or recklessly makes a false statement or gave incorrect information to us that led to the granting of your tenancy.
- 2.11 You are responsible for complying with the terms and conditions of this Tenancy Agreement and you are also responsible for the behaviour of friends, relatives and any other person living in or visiting the property (including children).

- 2.12 Special terms and conditions may apply to your tenancy. These may be personal to you or relate to the property where you live. We will tell you about these special terms and conditions in your offer of tenancy. If you have previously had special personal tenancy conditions, they will normally continue to apply to you in any new tenancy.

3. Our Responsibilities

- 3.1 We will keep the structure and exterior of your home in good repair.
- 3.2 We will keep in repair and proper working order the installations in the property for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences). We will also keep in repair and proper working order the installations in the property for space heating and heating water.
- 3.3 We will regularly decorate the outside of your home and any shared areas as appropriate.
- 3.4 We will carry out repairs that we are responsible for, such as repairing or replacing fixtures and fittings we own.
- 3.5 We will carry out repairs within 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).
- 3.6 In certain circumstances, if we do not carry out repairs within a reasonable time, you can ask for another contractor to do the work. If the second contractor does not carry out the repairs on time, you may be able to claim compensation. You should contact your local housing office or Operations Department for more information. If you owe money to the Council for rent or any other debt, any compensation for repairs will be used to reduce the debt and may be paid onto your rent account.
- 3.7 We will give you help and advice if you tell us you are a victim of anti social behaviour.
- We will also investigate complaints of anti social behaviour. Copies of our anti-social behaviour and racial harassment policies are available to you on request.
- 3.8 We will consult with all our tenants about managing and maintaining the property and your tenancy. We will give everyone the chance to make their views known within a reasonable time.
- 3.9 We will send you information on issues affecting your home and on our performance every year.



- 3.10 If we do not meet our responsibilities that are set out in this Tenancy Agreement, you can:
- speak to someone in your local housing office
 - use our complaints procedure (which is available at all local housing offices and service access points)
 - speak to your local councillor
 - get independent advice from SHELTER, Citizens Advice Bureau or your own solicitor. Solicitors may charge for advice depending on your personal circumstances
 - write to the Local Government Ombudsman at:

**Local Government Ombudsman
PO Box 4771, Coventry CV4 0EH**

4. Your Rights

- 4.1 This Tenancy Agreement gives you the right to live in the property.
- 4.2 You can live in the property without interference from us as long as you, your friends and relatives and any other person (including children) living in or visiting the property do not break any of the terms and conditions in this Tenancy Agreement. If any of the terms and conditions are broken, we may apply to the court to end your tenancy.
- 4.3 You have the right to see any information we have about you, as covered by data protection legislation. We may charge you a reasonable cost for providing this information.
- 4.4 You should be aware that there may be times when we have to give your personal information to other organisations to prevent or detect fraud and/or crime. If someone asks for information about you that is not covered by relevant legislation, we will always get your permission before we take any action.
- 4.5 You have the right to see our policies on allocating, managing and maintaining the property and your tenancy.
- 4.6 You have the right to be consulted about any proposals for changes to the way we manage, maintain, improve, demolish, sell or transfer council homes, or changes to do with the facilities for council tenants.

4.7 If you die your tenancy may pass to:

- your husband, wife or civil partner if they lived with you in the property at the time of your death; or
- a relative who has lived with you continuously for the 12 months before your death.

In both cases, the property must be their principal (main) home at the time of your death. This is called 'succession'.

A tenancy can only be passed on once in this way and if you have succeeded to the tenancy, your spouse or civil partner, or relatives will not have the right to succession.

4.8 If your tenancy passes to a relative when you die, and the property is larger than your relative needs, we will ask them to move to another suitable property. If they do not move within a specified time, we may go to Court to seek a Possession Order. If the property passes to your spouse or civil partner when you die, we will not move them out if they want to stay in the property.

4.9 You may be entitled to assign your tenancy to someone else provided your tenancy has not already been passed on once by assignment or succession. It is usually assigned:

- by a Court Order following matrimonial or civil partnership breakdown or family proceedings; or
- to a member of your family who would qualify to take over the tenancy if you die. You must notify us and ask our permission first.

4.10 As a Secure Tenant you have the right to exchange your home with another Council tenant, housing association tenant or a tenant from another Council. You must get our written permission first. We may refuse an exchange if you or the person(s) you wish to exchange with do not meet certain conditions.

4.11 As a Secure Tenant you have the right to take in a lodger, but you must tell us immediately if you do and you must not allow overcrowding to occur.

4.12 As a Secure Tenant you have the right to sublet part of your home, but must get our written permission first. You must not sublet all of your home.

4.13 As a Secure Tenant in certain circumstances you have the right to buy your home.

4.14 As a Secure Tenant you have the right to carry out improvements to your home. You must get our written permission first.

4.15 As a Secure Tenant you have the right to claim compensation for certain qualifying improvements that you have made to your home subject to certain conditions. The improvements must have been made after 1 April 1994 and can only be claimed if you are ending your tenancy.



5. Rent

- 5.1 You must pay the rent and all other charges for the property on time.
- 5.2 You must pay your rent and any other charges on the day your tenancy begins and at the start of every following week. You can make payments to us in a number of ways – please contact us for more details.
- 5.3 If you are joint tenants, you are responsible for the rent and other charges, both jointly and separately. This means that we can recover any arrears from all of you jointly, or each of you individually.
- 5.4 If you owe rent, we will deal with you firmly but fairly. We will give you support and debt counselling and make arrangements for you to pay your rent if necessary. If you do not pay, we will take firm action which could lead to you being evicted.
- 5.5 We may at any time vary the rent and any charges for the property after giving you not less than four weeks notice in writing. If this happens you will be told of your right to end the tenancy and the steps you can take if you do not agree with the variation.
- 5.6 You are responsible for filling in and sending us your Housing Benefit claim form. You must make sure it is accurate and that you send all the relevant information that we ask for.
- 5.7 If you are paying your rent, whole or part, by Housing Benefit, you must tell us immediately of any changes that may affect your entitlement to receive this benefit such as people moving in or out of your home, or if your income goes up or down.
- 5.8 When your tenancy ends you must pay us any rent, charges or costs that you owe immediately.
- 5.9 We may deduct any money you owe us from any money we owe you.
- 5.10 If you are evicted because you do not pay your rent and other charges, we may not find you a new home until you have paid the money you owe or reached an acceptable payment proposal with us to do so.

6. Using the Property

- 6.1 You must use the property as your only or principal (main) home and use it in a responsible way.
- 6.2 You must only use the property to live in and not for any business or other purpose, unless you have written permission first from us.
- 6.3 You are responsible for the payment of all necessary connection charges (for example gas, electricity and water) and for the payment of all charges relating to those supplies.
- 6.4 You must tell us if you will be away from your property for more than four weeks. We will then know that you have not abandoned your tenancy.
- 6.5 You must keep your property clean and tidy and make sure the decoration inside your home is in good condition (see also section 7.5)
- 6.6 You must not alter, move or otherwise interfere with any of the existing boundaries of the property or any land that is let with it unless you have written permission first from us.
- 6.7 You must not put any structure (conservatory, shed, garage, greenhouse, pond or something similar) within the boundary of the property or on any land that is let with the property unless you have written permission first from us.
- 6.8 You must make sure that you keep any outbuilding, yard or garden clean and free from rubbish. You must cultivate and look after the garden and keep any trees, bushes, hedges or grass at a reasonable size or height.
- 6.9 You must not grow or permit to be grown any trees, bushes, plants, hedges or shrubs that affect the structure or fabric of either your property or your neighbours' properties, or any nearby building.
- 6.10 You must not keep any moped, motorbike or similar vehicle, or any other machine driven by an internal combustion engine, inside your property or in internal communal or shared areas.
- 6.11 You must not store bottled gas, petrol, paraffin or other dangerous inflammable or explosive substances in or at your property or in any communal or shared area.
- 6.12 If you need to use and store oxygen cylinders at the premises because of a medical condition you must contact your local housing office immediately and agree suitable storage arrangements.
- 6.13 You must not use any bottled gas or paraffin heaters if you live in a block of flats or maisonette.



- 6.14 You must not interfere with any equipment for detecting or putting out fire at the property. You must not allow any fire door or security door to be propped open (see also section 8.2).
- 6.15 You must not interfere with or remove any security system or similar safety or security device.
- 6.16 You must make sure that your property and any communal or shared areas remain clear and free from obstruction.
- 6.17 You must only use the rubbish chutes (where provided) for small amounts and items of rubbish. You should put large items of rubbish in designated areas. You should ask staff at your local housing office where these areas are.
- 6.18 You must not use the rubbish chutes (where provided) before 7.00am and after 11.00pm.
- 6.19 You must place all rubbish in chutes, containers or designated areas. You must not let waste or other materials build up which may cause a fire or attract vermin.

7. Repairs

- 7.1 You are responsible for repairing, renewing or replacing any items that are damaged by you, your friends and relatives and any other person (including children) living in or visiting the property.
- 7.2 You are responsible for repairing, renewing or replacing a number of items in your home and garden as set out in the Repairs and Information Handbook.
- 7.3 You must report promptly any repairs that need carrying out to your home that we are responsible for. These are set out in the Repairs and Information Handbook.
- 7.4 You are responsible for plumbing in washing machines and for repairing any extra pipework associated with the washing machine.
- 7.5 You are responsible for decorating the inside of the property that must be kept reasonably decorated at all times.
- 7.6 You must not make any structural change to the property without first obtaining our written permission. We will not unreasonably withhold permission but we may set certain conditions that you must meet. If you do not meet these conditions, we will take away our permission for the alteration. If we refuse you permission, we will notify you in writing of the reason(s) why.
- 7.7 You are responsible for obtaining appropriate planning permission and for following building regulations for any alterations you wish to carry out.

- 7.8 You must not start or carry out any improvement work until all relevant permissions, including our written permission, have been received. If any permissions are reasonably withheld and you have started work, you must stop immediately and return the property to its former condition. If you fail to do so we will carry out all necessary work to restore the property to its former condition and you will be charged the full cost of the work.
- 7.9 You must ensure any gas or electrical work done in your home is carried out, by a competent qualified contractor. In the case of gas this must be done by a Gas Safe registered installer and for electrical work this must be done by a NICEIC approved installer.
- 7.10 You must provide us with copies of all regulatory and mandatory documentation or certification relating to any improvements or installations you carry out.
- 7.11 You must ensure all other work is carried out to a competent professional standard and does not incur any costs to us.
- 7.12 In certain circumstances, if you have made an improvement to the property for which you have our permission, you may be entitled to compensation from us when your tenancy ends.
- 7.13 You must allow our employees, management agents or contractors to enter the property at reasonable times upon giving at least 24 hours notice (other than in an emergency) to inspect it, carry out repairs, or to ensure that the tenancy terms and conditions are being complied with.
- 7.14 You must allow our employees, management agents or contractors to enter the property each year to carry out a gas safety check in accordance with our legal duty to do so. Failure to allow access for this service will result in legal action being taken against you.
- 7.15 If there is a risk of damage to the property or to other properties, or of injury to people, our employees, management agents or contractors may enter the property, without notice, at any time using whatever means are necessary. Once works are carried out, the property will be left secure.
- 7.16 You should take all reasonable precautions to prevent damage occurring to pipes or any other installations to the property that may be caused by frost, provided the pipes and other installations are kept adequately insulated by us.
- 7.17 You must not fit a Citizens Band (CB) aerial or a satellite dish at the property without first getting our written permission.
- 7.18 You, your friends and relatives and any other person (including children) living in or visiting the property must not damage, vandalise or remove any part of the property or any other property we own.



- 7.19 You are responsible for taking out your own insurance to cover your personal possessions and decorations. We are not responsible for any damage caused to your personal possessions and decorations and any third party liability if there is a fire, flood or other accident.

8. Anti Social Behaviour

- 8.1 You are responsible for the behaviour and conduct of yourself, your friends and relatives and any other person (including children) living in or visiting the property. You are responsible for behaviour in your home, on surrounding land, in shared areas (such as stairs, lifts, landings, entrance halls, shared gardens and so on) and in the local area around your home.
- 8.2 You, your friends and relatives and any other person (including children) living in or visiting your property must not:
- Do or allow anything that causes or is likely to cause a nuisance, annoyance, disturbance, alarm or distress to any other person including but not limited to:
 - playing loud music
 - banging and slamming doors
 - playing ball games adjacent to properties or parked cars
 - skateboarding on footpaths in the local area, on balconies or in internal communal areas
 - cycling on footpaths, balconies or in internal communal areas
 - not keeping pets under control
 - Harass or intimidate any other person or allow, invite or incite others to commit any act of harassment or intimidation. Harassment includes but is not limited to:
 - intimidation on the grounds of religious belief, ethnic origin, sexual orientation, disability, gender or on any other bias
 - violence or threats of violence against anyone
 - abusive or insulting words or behaviour
 - damage or threats of damage to property belonging to another person including damage to any part of their home
 - writing threatening, abusive, insulting, offensive or racist graffiti
 - any act or omission calculated to interfere with the peace and comfort of any other person living, visiting or otherwise engaged in a lawful activity in the local area around your home

- Use violent, abusive or threatening behaviour or language to any elected member or employee of, or management agents, or contractor, to the Council.
- Engage in drug dealing or permit others to take part in, the consumption or possession of illegal substances.
- Damage, deface or put graffiti on any Council or other property or building.
- Engage in any illegal, immoral or unlawful activity in the property, or in the local area including but not limited to:
 - storing or handling stolen goods
 - dealing in pornography
 - prostitution
 - possessing illegal firearms or other illegal weapons
- Throw or drop any items from any parts of blocks of flats or other Council owned property.
- Damage or interfere with security and safety equipment in shared areas or permit strangers into shared areas without proper identification.

8.3 You, your friends and relatives and any other person (including children) living in or visiting the property must not make false or malicious complaints about the behaviour of any other person.

8.4 We may take legal action to evict you if you engage in anti social behaviour and we may not find you a new home if you are evicted because of anti social behaviour.

8.5 The following information is about Mandatory Possession Grounds which affect tenants who hold a secure tenancy and are guilty of serious anti-social behaviour.

The court must grant possession (it cannot use any discretion) provided the landlord has followed the correct procedure and at least one of the following five conditions is met:

- the tenant, a member of the tenant's household, or a person visiting the property has been convicted of a serious offence;
- the tenant, a member of the tenant's household, or a person visiting the property has been found by a court to have breached a civil injunction;
- the tenant, a member of the tenant's household, or a person visiting the property has been convicted for breaching a criminal behaviour order (CBO);
- the tenant's property has been closed for more than 48 hours under a closure order for anti-social behaviour; or



- the tenant, a member of the tenant's household, or a person visiting the property has been convicted for breaching a noise abatement notice or order.

The offence or anti-social behaviour must have been committed in, or in the locality of, the property, affected a person with a right to live in the locality of the property or affected the landlord or the landlord's staff or contractors.

Serious offences for this purpose include, for example: violent and sexual offences and those relating to offensive weapons, drugs and damage to property.

9. Domestic Abuse

9.1 If you inflict, or threaten to inflict domestic abuse or violence against your spouse or civil partner, or any member of that person's family, and that person has left the property as a result, we have the right to apply to Court for a Possession Order. Abuse includes but is not limited to:

- sexual abuse
- emotional abuse
- psychological abuse
- financial abuse

In such cases we do not need to rely on a related criminal conviction to commence legal action.

10. Smoking

10.1 You, your friends and relatives and any other person (including children) living in or visiting your property, must not smoke in any shared area which is enclosed, or substantially enclosed. 'Enclosed means premises that have a ceiling or roof; and which except for doors, windows and passageways, are wholly enclosed either permanently or temporarily. 'Substantially enclosed' means premises that have a ceiling or roof but there is an opening in the walls; or an aggregate area of openings in the walls, which is less than half the area of the walls (including other structures that serve the purpose of walls and constitute the perimeter of the premises).

11. Animals

11.1 You, your friends and relatives and any other person (including children) living in or visiting your property must not keep in or at the property:

- more than one dog or cat without first getting our written permission
- dogs or cats in multi-storey blocks of flats
- dogs or cats in properties with shared entrances (with the exception of multi-storey blocks of flats - see above) without first getting our written permission
- any animal which is classed as wild or dangerous in law, without first getting our written permission
- any livestock including but not limited to:
 - horses, ponies or donkeys
 - cattle, sheep, goats or pigs
 - geese, ducks or chickens
- pigeons or birds in a pigeon loft or aviary without first getting our written permission
- any snake either poisonous or non-poisonous
- keep any other animal we feel is unsuitable including but not limited to:
 - reptiles or insects
 - poisonous or exotic species

If you are not sure whether an animal is suitable you must contact the local housing office for advice.

11.2 You must not allow any animals you keep at the property to cause a nuisance to anyone in the local area including our employees, management agents or contractors. You must keep your animals under proper control at all times. If your animal causes a nuisance, we will ask you to remove it.

11.3 You must not allow your animals to foul the shared areas of your property, verges and footpaths, in play areas or any other open spaces in the local area. You must remove and dispose of all dog waste safely and hygienically.

11.4 You must not breed any animals or birds at the property that cause or are likely to cause a nuisance to your neighbours or a risk to health.

11.5 You must ensure that any fencing that is required to control any animal at your property is properly maintained.

11.6 If you require support from a guide dog for the blind, a hearing dog for the deaf or other professionally trained dog due to a recognised medical condition, you must first get our written permission to keep the dog. We will not unreasonably withhold permission in such cases.



- 11.7 If you do not remove any animal you do not have our written permission to keep, or any animal that is unsuitable or causes a nuisance when asked to do so, we will take legal action to remove it and we may take action to evict you.

12. Vehicles and Parking

- 12.1 You must not park any vehicle on your property unless you have a properly constructed and maintained hardstanding, driveway or paved area with access via a dropped kerb and grass verge crossing if required.
- 12.2 You must first get our written permission to construct a hardstanding, driveway or paved area and where required you must also get written permission for the construction of a dropped kerb and grass verge crossing.
- 12.3 You must not start or carry out any work until all relevant permissions, including our written permission, have been received. If any permissions are reasonably withheld and you have started work, you must stop immediately and return the property to its former condition. If you fail to do so we may carry out all necessary work to restore the property to its former condition and you will be charged the full cost of the work if we do.
- 12.4 You must not park a motorhome, caravan, trailer or boat on the garden, hardstanding driveway, paved area, on the street or on any shared parking areas unless you first have our written permission.
- 12.5 You must not park any vehicle, motorhome, caravan, trailer or boat that is illegal, not roadworthy or in a poor condition on any land we own. If you do, we will give you 24 hours written notice to remove it. If you do not remove it, we may remove the vehicle and charge you the cost for doing so. We will not be responsible for damage to your vehicle if we have to remove it.
- 12.6 You must not sell, rent or give away a parking space that we provide for you.
- 12.7 You must not allow anyone to park, at the property, any vehicle that may cause a hazard or nuisance.
- 12.8 You must not park any vehicle in areas set aside for emergency vehicles or in front of bin store areas.
- 12.9 You, your friends and relatives and any other person living in or visiting the property must not park any commercial vehicle licensed to carry loads over 3.5 tonnes in the local area (other than where it is engaged in lawful business) or on any land owned by us without first getting our written permission.

13. Furniture

- 13.1 We may rent furniture to you as part of the tenancy agreement for this property. Any furniture we rent to you is included on an inventory you will be asked to sign. If we rent more furniture to you at a later date, we will ask you to sign a new inventory.
- 13.2 You, your friends and relatives and any other person (including children) living in or visiting the property must not sell, rent or give away any of our furniture. If you do, we will take legal action against you. It is also theft to sell, rent or give away our furniture and you may face criminal prosecution.
- 13.3 You, your friends and relatives and any other person (including children) living in or visiting the property must not deliberately damage or vandalise our furniture.
- 13.4 You, your friends and relatives and any other person (including children) living in or visiting the property must not move out of the property any of our furniture without first getting our written permission.
- 13.5 We will occasionally carry out an inspection of the furniture to ensure the above conditions are being met.

14. Ending your Tenancy

- 14.1 You must give us four weeks notice, in writing, to end the tenancy.
- 14.2 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 property.
- 14.3 You must return all the keys to your local housing office before 12 midday on the Monday the tenancy ends. If the keys are not returned, then appropriate charges will be incurred by yourself. If we have to change the locks to your property, we will also charge you the costs for doing this.
- 14.4 You must pay all rent and charges up to the date of the end of your tenancy. If you owe us money for rent or other charges when you leave the property, you must make arrangements with us to pay these arrears. You will not be able to have another Council tenancy until you do so.
- 14.5 You must leave the property, fixture and fittings and any furnishings we have provided in good condition when you leave. You will be charged the costs of repairing or replacing anything that has been damaged deliberately or by your neglect.



- 14.6 You must leave the property clean and tidy and remove all your possessions and any rubbish from inside and outside of the property. You will be charged the costs for cleaning and clearing the property if you do not.
- 14.7 You must remove any greenhouse, garage or shed you have put in the garden. You will be charged the costs for dismantling, removing and disposing of any structure if you do not.
- 14.8 You must not leave anyone else in the property when you leave.

15. Written Permission

- 15.1 Where written permission is required in relation to any of the clauses contained in this Tenancy Agreement, we will not unreasonably withhold permission. If we do withhold permission, we will write to you with the reason(s) why.
- 15.2 To apply for our written permission in relation to any relevant clause in this agreement you should write to the following address:

Steve Thompson
Blackpool Council, 1 Bickerstaffe Square, Blackpool FY1 3AH

You can also write to your local housing office.

16. Written Notices

- 16.1 We will deliver notices to you by hand, or send them by post to your last known address.
- 16.2 We will consider your last known address to be the property this Tenancy Agreement is for unless you have moved out and we have received written notification from you of your new address.
- 16.3 We will assume you have received all letters and notices within 72 hours if we posted them, or within 24 hours if we delivered them by hand.
- 16.4 You may contact us through your local housing office. You should send notices relating to your tenancy (including notices in proceedings) to the following address:

Steve Thompson
Blackpool Council, 1 Bickerstaffe Square, Blackpool FY1 3AH



Specimen copy – for reference only

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Blackpool Council Tenancy Agreement VERSION 2

The address of the property covered by this agreement is:

The tenants:

1. (Tenant)

2.(Tenant)

The weekly tenancy starts on.

The weekly rent is £

The weekly total of rent and any other charges for the property is £

Weekly service charges are listed below:

CHARGE	AMOUNT £	CHARGE	AMOUNT £

Declaration:**Keys**

I have received _____ keys to the property that I will return at the end of the tenancy.

Debt

I will pay my rent and all other charges for this property when they are due.

I also agree to pay £ _____ for rent and charges I owe from my former address at

I will pay what I owe straight away or I agree to pay £ _____ each week until the whole amount I owe is paid.

I understand that if I do not pay this money it may affect this tenancy.

Agreement and Handbook

I have received a copy of this Tenancy Agreement and all the terms and conditions. The Repairs and Information Handbook has been left in the property for me to refer to.

The information I gave in my application for a tenancy was and still is true. I have read all the terms and conditions set out in this Tenancy Agreement and any Special Conditions annexed to it and agree to accept the tenancy of the property on these terms and conditions.

Signed: _____ (Tenant) _____ (Date)

Signed: _____ (Tenant) _____ (Date)

Signed for and on behalf of Blackpool Council

Signed: _____ (Date)

Name: _____



USEFUL CONTACTS

Blackpool Coastal Housing

Head Office: Coastal House,
17-19 Abingdon Street,
Blackpool FY1 1DG
Tel: 01253 477900
Email: enquiries@bch.co.uk

Lettings Team

Coastal House,
17-19 Abingdon Street,
Blackpool FY1 1DG
Tel: 01253 476111
www.myhomechoicefylde
coast.co.uk

The Rents Team

Tel: 01253 477942 **Text** 07501
921015 **Email:** rent@bch.co.uk

Anti-Social Behaviour and Neighbourhood Services

Tel: 01253 477130
Email: yourtenancy@bch.co.uk
for Neighbourhood Services
or asb@bch.co.uk for the ASB
Service

Out of hours ASB Reporting

Tel: 0800 0730184

Repairs Hotline

Tel: 0800 073 0184
Email: repairs@bch.co.uk
Text 'Repairs' to 07786 201409

Customer Involvement

Tel: 01253 477911
Email:
customerinvolvement@bch.co.uk

Homeownership

Tel: 01253 477984
Email:
homeownership@bch.co.uk

Supported Housing

Tel: 01253 477898
Email:
shelteredhousing@bch.co.uk

Care & Repair

Tel: 01253 476659
Email: care&repair@bch.co.uk

Customer First Centre

Municipal Buildings, Corporation
Street, Blackpool FY1 1NF
Tel: 01253 477477
Email:
customer.first@blackpool.gov.uk

Trading Standards Advice Team

Tel: 01253 478375
Email:
tradingstandards@blackpool.gov.uk

Housing Benefit

Tel: 01253 478847
Email: benefits@blackpool.gov.uk

Social Services Direct

Tel: 01253 477592
Email:
social.servicesdirect@blackpool.gov.uk

Age UK

89 Abingdon Street,
Blackpool FY1 1TH
Tel: 01253 622812

Citizens Advice Bureau

6-10 Whitegate Drive,
Blackpool FY1 9AQ
Tel: 01253 308400

Carers Line

Tel: 0808 808 7777

Blackpool Carers

Tel: 01253 393748
www.blackpoolcarers.org

Blackpool Police

Tel: 101 (Non emergency)

NHS

Tel: 111 (Non emergency)

Free Fire Safety Advice

Tel: 0800 1691125
(Non emergency)

Lancashire Crimestoppers

Tel: 0800 555 111

National Grid

Tel: 0800 111 999
(FOR GAS LEAKS)

United Utilities

Tel: 0800 330 033
(FOR MAINS WATER LEAKS)

Race Hate Awareness and Prevention (RHAP)

Tel: 0808 8087398

Broken Rainbow

(LGBT Domestic Violence
Helpline)
Tel: 08452 604460
www.broken-rainbow.org.uk