

Appendix 3

Non-Secure Tenancy Agreement

(This tenancy is being granted by Richmondshire District Council in the exercise of its duties under Part VII of the Housing Act 1996. Therefore, pursuant to paragraph 4 of Schedule 1 of the Housing Act 1985, this tenancy is not a secure tenancy).

Address of property: [property]

Superior Landlord: Secretary of State for Defence, care of the Defence Infrastructure Organisation, Bldg 18 Piave Lines, Catterick Garrison, North Yorkshire, DL9 3LR

Landlord: Richmondshire District Council holding the property under the remainder of a lease granted for a term of one year granted on [date] by the Superior Landlord.

Landlord's Address: Mercury House, Station Road, Richmond, North Yorkshire, DL10 4JX

Tenant: [name]

Tenancy start date: [date]

Rent and charges payable each week:

Charge	Amount per week (£)
Rent	£XXX
Enter description of any other charges including utilities (be specific – electricity, gas, water etc)	£XXX
Total payable each week:	£XXX

These charges may be varied throughout the course of the tenancy agreement with one month's written notice.

1. Type of tenancy

- a) This is a weekly periodic temporary non-secure tenancy agreement. The weeks run from Monday to Sunday.
- b) In granting this tenancy, Richmondshire District Council is either discharging its obligations or exercising its powers under Part VII of the Housing Act 1996.
- c) This tenancy is temporary, and you may be granted an introductory or secure tenancy at either this property or another property at a later date. This is not guaranteed.
- d) This tenancy can be ended by either the Landlord or the Tenant with the service of four weeks' notice in writing. The notice will always need to end on a Sunday.
- e) This property is for occupancy by one family only.

2. Tenant's responsibilities (please note - your tenancy agreement may be ended if you do not comply with these)

- a) To **pay the rent** (and any other charges specified on the front page of this agreement) each and every week, and to ensure that those payments are made on time.
- b) To live in the property as your only or main home.
- c) To **engage and co-operate fully with the support provided** to you in your personal support plan, and any other support that Richmondshire District Council may offer you or arrange for you. (Richmondshire District Council may exercise its rights under Section 1 (d) to end this tenancy agreement if it considers that you have not engaged or co-operated with the support provided).
- d) To respect and look after the property:
 - 1) You should keep the property and any fixtures, fittings or furniture provided by Richmondshire District Council in good condition and **take care not to damage anything**. If you do damage the property, or something in the property which has been provided by Richmondshire District Council, you should let us know as soon as possible. If this has to be repaired or replaced you agree to pay the costs of this.
 - 2) You should **heat and ventilate** the property appropriately to keep it free from condensation. If you are unsure about how to do this you should ask us.
 - 3) You should **keep the property clean and tidy**. This means keeping the property free from excess clutter and not allowing any rubbish to build up in the property. You should be aware of your bin collection days and make sure your household rubbish is left out for collection appropriately.
 - 4) You should **tell us as soon as possible if something in the property is not working** or if you think any repairs are needed.
 - 5) You should tell us as soon as possible if you lose your keys to the property or to your bedroom. You may be charged for a replacement.
 - 6) You should **take precautions to keep the property secure**, such as locking the doors and windows when you are going out.
 - 7) You should **take precautions against fire risks**, such as making sure electrical items are switched off when they are not being used. You should not use any heating appliance; only the central heating system should be used to heat the property.

- 8) The property is strictly **no smoking** - you must not smoke inside the property.
- e) You are not permitted to decorate the property.
- f) You must not use the property, or the communal areas, for any **illegal or immoral purpose**.
- g) You **must not cause nuisance, annoyance or disturbance** to the following people, and you **must not harass, threaten or be abusive** in any way to the following people:
 - 1) Any other tenant that you may be sharing the property with
 - 2) The neighbours
 - 3) Anybody lawfully visiting the property, or anybody lawfully visiting your neighbours
 - 4) Any of the landlord's staff
 - 5) Anybody involved in providing you with the support outlined in your support plan

If you have any visitors to the property, you are responsible for their behaviour during their visit. This means that you must ensure they do not cause nuisance, annoyance or disturbance, or harass, threaten or be abusive to any of the people listed above.

- h) You must not block the communal estate roads and footpath to the property.
- i) You must not leave any items in or on the communal garden at the front and/or rear of the property.
- j) You should not allow or invite anyone else to reside or move in with you at the property.
- k) You must not keep any animals or pets in the property
- l) You must **allow access to Richmondshire District Council's staff** and contractors. They will visit the property regularly to carry out inspections, but they may also need access to carry out repairs, maintenance, improvement works or the testing and servicing of gas appliances. You should not obstruct access in anyway, which includes making sure you are present at the property when access has been agreed and making sure you answer the door. Unless it is an emergency, you will always be given at least 24 hours' notice of when access is required.
- h) You must provide us with four weeks' notice in writing if you wish to terminate this tenancy. Your notice must end on a Sunday and you will remain bound by the tenancy agreement (and will still need to pay the rent) until the notice expires.

3. **Landlord's responsibilities**

- a) As long as you comply with the terms of this agreement we will not interfere with your occupation of the property, unless we need access for repairs / maintenance / inspections or to respond to an emergency, or unless this tenancy has come to an end.
- b) We will provide you with one month's notice in writing of any variation to the rent or charges that you are obliged to pay.
- c) We will keep the structure of the property in good repair.
- d) We will ensure that the installations for the supply of gas, water, electricity and sanitation facilities are in good condition when you move in. Throughout your tenancy we will keep those

in good repair by responding within a reasonable time when you report any problems with these facilities.

- e) We will maintain, upgrade and decorate the communal areas of the property as often as is necessary to keep them in good condition.
- f) We will ensure that a gas safety check and service is carried out annually.
- g) We will ensure that buildings insurance is in place for the structure and exterior of the property. As this is a furnished tenancy, we will ensure that there is insurance in place for items provided with the accommodation which belong to Richmondshire District Council. (Our insurance will not cover any of your personal items or belongings that you bring with you to the property or purchase yourself. Only items owned by Richmondshire District Council will be covered by our insurance policy. You may wish to take out your own insurance policy for your own personal items).
- h) If you are the victim of anti-social behaviour, harassment, abusive or threatening behaviour during your tenancy we will take appropriate action to help you.
- i) If we decide to end this tenancy agreement we will give you at least four weeks' notice in writing. The notice will always end on a Sunday.
- j) If any of your belongings remain in the property after the termination of this tenancy we will give you the opportunity to remove them; if you do not take up this opportunity we will remove them and dispose of them. We will provide you with notice before we do this.

I confirm that I have read and understand this tenancy agreement.

Tenant's full name:

Tenant's signature:

Date:

Landlord's officer's name:

Officer's signature:

Date: