Somerset Council

Somerset Council Secure Tenancy Agreement

All tenants should sign below, after reading this agreement. If there is anything you do not understand, please ask.

Address of the property rented in this agreement is:

6 Sycamore Close, Taunton TA1 2QJ

The name(s) of the tenant(s) are: **Mr Matthew Wright**

THE LANDLORD IS SOMERSET COUNCIL

The tenancy starts	**Monday 13th January 2025**
The weekly rent is	£137.16
The weekly service charge is	£2.70
Extra care service charge	
Piper alarm	
Communal Areas	
Grounds Maintenance	
Other(s) if applicable	
Total (rent and service charge)	**£139.86**

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

Tenant(s) signature: _____

Date: _____

Signed on behalf of Somerset Council

Signature: _____

Officer Name: _____

ADDRESS: Somerset Council, Deane House, Belvedere Road, Taunton TA1 1HE (which is also the address for service of any notices on it). This clause constitutes notice for the purpose of the Landlord and Tenant Act 1987 s48.

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NB: This document should be read with the Tenancy Conditions

1) Your occupation of the property

i. You will be required to ensure that you occupy the property within four weeks of the commencement date of your tenancy, unless the prior written permission of the Housing Manager - Operations has been granted for a longer period. It is a requirement of the tenancy that all people for whom accommodation was requested on the housing application form occupy the dwelling as their only or principal home.
ii. Your tenancy of the property is on a weekly basis and may only be terminated by you giving the Council not less than 28 days notice in writing. The termination date must be on a Monday.
iii. You must allow the next prospective tenant, with written permission from the Council, to enter and view the premises at convenient times during the 28 day period preceding termination of the tenancy. You must also allow the Council's Officers access to examine the dwelling during this period.
iv. You will not be entitled to:- use the premises other than as a private dwelling, sub let the property or any part of the property, assign the tenancy, exchange the tenancy with another tenant, without the Council's prior written consent (which will not be unreasonably withheld).
v. You must leave the premises, including the Council's fixtures, in a reasonable state of repair and decoration and remove all possessions, including rubbish and debris, ensuring that the dwelling is left in a clean condition. The Council will dispose of any rubbish or items left at the premises and will recover the cost from you.

Advice Note

If you are joint tenants you are each responsible for ensuring compliance with all the tenancy conditions including rent and service charges and rent and service charge arrears.

The Council can recover all rent and service charge arrears owed for your home from any individual joint tenant. When one tenant leaves, the remaining tenant or tenants will be responsible for any rent or service charges that may still be owed.

2) Your obligation to pay the rent

i. It is your responsibility to pay the total weekly rent which is **due every Monday**.
ii. It is also your responsibility to pay a service charge with your rent every Monday. This service charge will be calculated to cover the cost of maintaining communal areas, providing a grounds maintenance service and in appropriate circumstances the cost of supporting people.

Advice Note

If you do not pay your rent or service charge, the Council can obtain a court order to evict you from your home. It is in your interests to pay your rent and service charge regularly, since a substantial charge for legal costs may be incurred by you if court proceedings for rent or service charge arrears should prove necessary. If you have any difficulty paying your rent or service charge you should contact the Council immediately.

3) Your responsibility for repairs, improvements and decorations

i. You are responsible for:
a) Informing the Council without delay, of any defect which the Council is obliged to repair.
b) All repairs or renewals to the premises which become necessary through the action, default or neglect by yourself, your household, or visitors or through your lack of proper care or supervision of the premises. You are also responsible for the repair, renewal or replacement of fittings, extensions or alterations which you have installed or carried out, but see also 10.iii.
c) The repair or replacement where necessary of locks and handles to internal doors, cupboard catches, hinges, keys, plugs and chains to sinks, basins and baths, pulls and handles to WC cisterns, wall, sill and fire place tiles, electric plugs (not socket outlets), fuses, blocked sink and wash basins, minor plaster cracks and repairs of a similar nature. All repairs, renewals and replacements are to be carried out in a workmanlike manner.
ii. You will maintain the inside of the premises in good decorative order and keep the dwelling, yard, outbuildings and garage in a clean and tidy condition.
iii. You will not be entitled to:
a) decorate the exterior of the premises,

b) carry out structural alterations or make additions to the dwelling or remove any part of the boundaries,
c) alter or add any fixtures to the dwelling without the Council's prior written consent (which will not be unreasonably withheld).

iv. You have the discretion to allow Council's Officers or agents to enter the dwelling at any time for the purpose of inspection or the execution of repairs. However, you MUST allow such access, after receiving not less than 24 hours written notice from the Council of the intention to enter.

v. The Council reserves the right to enter the dwelling in an emergency without notice, if it is necessary to prevent injury to any person or damage to property. The Council will be responsible for making good all damage or loss arising from such entry.

4) Your responsibility towards others

vi. You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible for them in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paved areas etc.,) and in the neighbourhood around your home.
Neither you nor a person residing in or visiting the property must behave in an anti-social manner, or in a manner likely to cause nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality.
The following are deemed by the Council to be examples of anti-social behaviour, or behaviour likely to cause nuisance or annoyance:

a) Use of offensive language.
b) Offensive drunkenness.
c) Using the premises for immoral or illegal purposes, for prostitution, or for the illegal manufacture, sale or use of drugs.
d) Excessive domestic noise, whether from radios, television, hi-fis, musical instruments, DIY activity, late night parties or gatherings.
e) The lighting of bonfires in the garden of the premises, the depositing of litter or rubbish on the premises or the estate of which it is a part.
f) Failure to control the behaviour of any domestic pets including taking inadequate precautions to prevent fouling of neighbouring areas.
g) Using the premises for unauthorised business or commercial purposes.
h) The playing of ball games sufficiently close to neighbouring homes so as to cause nuisance, or resulting in damage to Council property including trees and shrubs.
i) The carrying out of maintenance or repairs to motor vehicles other than those normally used for domestic purposes by the tenant or members of his household.

vii. Neither you nor a person residing in or visiting the property will subject or threaten to subject any person residing, visiting or otherwise engaging in a lawful

activity in the locality, to violence, intimidation or harassment whether racial, religious or sexual. This Condition includes the requirement that you or a member of your household must not act in a violent or threatening manner towards Officers employed by the Council or Contractors appointed by the Council.

Advice note

Serious nuisance caused by your behaviour or that of your household or persons visiting you, could mean that you lose your home.

In certain serious circumstances it is possible for the Council to apply to the County Court for an order called an injunction. Such an order restricts unacceptable behaviour or activities. Defying an injunction is a serious matter, which can result in imprisonment.

If the Court decides there is a threat of violence and a significant risk of harm to someone (not of the same household) in the locality, the injunction may prevent a person from:

a) Causing nuisance to another resident, visitor or other person legally entitled to visit an estate.
b) Using or threatening to use residential premises for immoral or illegal purposes.
c) Entering certain residential premises or being found in the vicinity of such premises. The Court may in some cases attach a power of arrest, meaning that the Police can help to bring a person back before the Court, if a term of an injunction is breached.

5) Your use of Council property and communal areas

i. You must ensure that your garden is kept tidy, by regularly cutting the grass, hedges and shrubs. You will not allow litter or rubbish to accumulate, or domestic animals to create a nuisance through noise or fouling.
ii. You will undertake to keep the communal hall, staircases, landing, lifts, passageways and surrounding areas serving your dwelling in a clean and tidy condition and free from obstruction. These areas must not be used in such a manner as to cause nuisance or annoyance to other residents.

iii. You will ensure that inflammable or explosive substances required for the fuelling of domestic appliances within the dwelling are stored only in reasonable quantities and in a safe manner. Storage of inflammable or explosive substances in any other circumstances is prohibited unless the Council's written consent has been obtained.

iv.

a) You will not park or site, or allow the parking or siting of any commercial vehicle, caravan or boat on the premises without the prior written consent of the Council.
b) You will not park or site or allow any person resident at the dwelling to park or site any commercial vehicle, caravan or boat, on any part of a housing estate owned by the Council without the prior written consent of the Council.
c) You will not park or site or cause or allow any person resident in the dwelling to park or site a vehicle (or part of a vehicle) on any housing estate owned by the Council if the vehicle is not roadworthy, is unlicensed or is in the course of being repaired without the prior written consent of the Council.
d) You must not carry out large scale repairs to vehicles within the boundaries of your dwelling on pavements, or adjoining highways or parking areas.
e) You will comply with and will ensure that any person resident at/or visiting the dwelling complies with any reasonable instruction from the Housing Manager - Operations regarding the parking or siting of vehicles, caravans or boats belonging to or controlled by you or in the control of such person.

6) The responsibilities of the Council to you as a secure tenant

i. Your security of tenure

We will not interfere with your possession of the premises with the exception of the grounds for possession set out in the Housing Act 1985 as amended.

ii. The Council's responsibility for repairs

We undertake to maintain the structure and exterior of the dwelling in good repair including chimney, roofs, walls, drains, gutters and external pipes, doors and door frames, window frames and fasteners, plasterwork, skirting boards, paths or steps or other means of access.

We undertake to maintain in good working order any installations, which have been supplied by the Council:-

(i) for space heating and/or water heating.
(ii) for the supply of gas, electricity and water including basins, sinks, baths, toilets, flushing cisterns and waste pipes, cylinders and storage tanks, fire places and

fitted fires, electrical wiring, plug sockets and light sockets, main fuses, communal television aerials (but not including plugs and light bulbs).
We undertake to decorate the exterior of your home as and when required unless you obtain permission to carry out the work yourself.

iii. The Council's responsibility for repairs to communal parts of blocks of flats and maisonettes

We undertake in blocks of flats or maisonettes with communal entrances to maintain in good repair the communal hallways, staircases, landings, passageways, lifts, doors, fasteners, locks and locking systems, self closers, lights and switches, handrails and balustrades and to decorate as and when required.

iv. Consultation and the provision of information

We must ask for your views if we have plans which will substantially affect you as a tenant eg., you will be consulted about modernisation or improvement works that are planned for your home or estate, your tenancy agreement, or about the way your property is managed. We must send you a report every year which tells you how we are performing as a landlord.

We must handle your complaints both efficiently and effectively.

7) Landlord's grounds for possession

Your tenancy agreement means that you can keep your home for as long as you want, unless there are legal grounds entitling the Council to repossess it.

These grounds are set out in the Housing Act 1985 as amended. In order to evict you or require you to move to another home because of one of these reasons, the Council will first have to give you notice and obtain a Court Order.

The Council would take possession of your home for one or more of the following grounds:-

a) Arrears of rent or service charges.
b) Breach of tenancy agreement.
c) Action likely to cause a nuisance or annoyance to neighbours, use of the premises for illegal or immoral purposes, or committing an arrestable offence in the dwelling or in the vicinity of the dwelling.
d) Wilful damage to the premises or to any furniture supplied by the Council.
e) Where the tenant or a person acting at the tenant's instigation has given false information to obtain a tenancy.

f) Where one or both parties in a relationship is the tenant and one partner has left because of violence from the other, possession may be obtained against the remaining partner if it is clear that the person who vacated is unlikely to return.
g) The dwelling was available only to enable works to be carried out to the tenant's previous home and those works have been completed.
h) Overcrowding.
i) Redevelopment of the dwelling, including demolition, as part of a major improvement scheme.
j) The dwelling was designed for occupation by a person with special needs, is not currently so occupied, but is required by such a person. If this were to happen, you would be offered an alternative home.
k) The tenant has succeeded to the tenancy but the premises are more extensive than he or she reasonably requires.

The Housing Act 1996 has given Local Authority Landlords, the opportunity to gain possession more quickly and in certain cases where there has been violence or serious anti-social behaviour, the Council can apply to the Court for possession without delay following the issue of a Notice of Seeking Possession.