



Tenancy Agreement



INTRODUCTORY AND/OR FLEXIBLE TENANCY AGREEMENT

This Agreement is a:

A	INTRODUCTORY TENANCY WHICH MAY TRANSFER TO A FLEXIBLE SECURE TENANCY	
B	FLEXIBLE SECURE TENANCY ONLY	

This is an agreement for a tenancy in respect of the property at:

The name of the tenant(s) is/are:	Date of Birth	National Insurance Number
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1.		
2.		

The tenancy starts on [DATE] (“the start date”)

If this Agreement is for an Introductory and Flexible Secure Tenancy for the first 12 months (unless extended) this agreement is for an INTRODUCTORY TENANCY.

Your Introductory Tenancy is a trial period and if you successfully complete it, you may become a FLEXIBLE SECURE TENANT

In both cases A and B above the Flexible Secure Tenancy will last for 5 years and will end on[(“the expiry date”)

Your flexible secure tenancy will be for 5 years unless we write to inform you that it is for a fixed 2 year period. If we do this we will inform you at least a month before the end of your introductory period. Under s107B Housing Act 198 you will have the right to request a review of the length of the fixed term.

If the tenancy is to be for a fixed term of 2 years, we will, record this fact and the expiry date on our copy of this agreement as follows, before sending you a further copy advising you of:

Length of fixed term	
Expiry date of fixed term	
Housing officer's name	
Housing officer's signature	
Date	

Your weekly rent is broken down as follows:

Net Rent	£
Service Charge/s	£
Heating Charge	£
Furniture Charge	£
Other Charge/s	£
Total Weekly rent at start of agreement	£

Rent will be payable with effect from Monday [DATE]

If you are moving into furnished accommodation you will also be subject to additional provisions, which will be provided to you when you sign this agreement.

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1. Introduction

- 1.1 This Tenancy Agreement is an important legal contract. It describes the rights and responsibilities of West Lancashire Borough Council and of you, the tenant. By signing this agreement you are agreeing to become our tenant and to abide by the terms of this Agreement.
- 1.2 If there is anything within this document that you do not understand please contact us, a solicitor or the Citizens Advice Bureau.
- 1.3 It is important that you understand that if you break any terms of this agreement then we may take you to Court, which could result in you losing your home.
- 1.4 You will be responsible for any breach of these tenancy conditions by member of your household, including lodgers and sub-tenants, and visitors to the property whether in the property or within the vicinity of the property.
- 1.5 Any legal notice to be given by the Council shall be in writing, and be considered sufficiently served if hand delivered or sent by post to your home. Notice may also be served personally.
- 1.6 Any notices served by you on the Council should be in writing and served on the Council at Elson House, 49 Westgate, Skelmersdale, Lancashire, WN8 8LP. This statement is required by sections 48 of the Landlord and Tenant Act 1987.
- 1.7 Unless specifically stated the information in this Agreement applies whether you have an Introductory Tenancy or a Flexible Secure Tenancy.
- 1.8 In some cases you have a legal 'right to repair'; you may be able to get compensation if certain repairs are not done on time.
- 1.9 You have the right to live in the property, we will not interfere with your quiet enjoyment of the property during the tenancy, so long as you comply with the terms of this tenancy agreement.

2. Introductory Tenancy

- 2.1 The following information applies during the period your tenancy operates as an Introductory Tenancy (if applicable).
- 2.2 Your introductory tenancy is a trial period. You must show us that you are responsible enough to keep your tenancy.
- 2.3 We can evict you during the introductory tenancy, including where you have broken any of the terms of this agreement or you have not shown us that you are responsible enough to keep your tenancy. You can be evicted much more quickly and easily than a secure tenant.

- 2.4 During the introductory tenancy, you have fewer rights than during the flexible secure tenancy, as indicated below in sections 9.1, 9.15 and 10.1.
- 2.5 During the introductory tenancy, you may end this tenancy by serving a notice in writing on us giving at least 4 weeks' notice ending on a Monday.

Ending your Introductory Tenancy

Your Rights

- 2.6 You may end this tenancy during the fixed term by serving a written notice on us giving at least 4 weeks' notice and specifying a date on which the tenancy will end (this must be a Monday).
- 2.7 We can decide not to accept your notice as ending your tenancy if you owe us any rent or have otherwise breached the terms of your tenancy.

Our Rights

- 2.8 During the introductory tenancy period, we cannot bring your tenancy to an end without obtaining a possession order from the court. An application to end your Introductory Tenancy will be made in accordance with the Housing Act 1996 (as amended). Please note that the Courts have very limited reasons for not granting our request for possession and as such it is important you do not break the terms of this Agreement.
- 2.9 the Council or anyone duly authorised by the Council may then at any time re-enter on the property or any part of it and this tenancy will then terminate, but without affecting any right or remedy the Council may have against you in respect of any breach of your responsibilities in this agreement.

Transferring from an Introductory Tenancy to a Flexible Secure Tenancy

- 2.10 We will review your tenancy around 3 months before it is due to end and decide whether or not to grant a further tenancy of the property. You will be informed of the outcome of this review.
- 2.11 If we decide not to grant a further tenancy, you will be entitled to request a review of that decision. You can obtain further information about the circumstances in which we will or will not grant a further tenancy, and about the review, from our Tenure Policy.
- 2.12 If no further tenancy of the property is to be granted, we will ask a court for an order for possession of the property on or after the expiry date. Provided certain conditions are fulfilled, the court will be required to make an order for possession.

3. Flexible Secure Tenancy

- 3.1 The provisions contained in Section 3 apply when you have either been issued with a Flexible Secure Tenancy straight away or after you have subsequently converted from an Introductory Tenancy to a Flexible Secure Tenancy.

Ending your Flexible Secure Tenancy

Your Rights

- 3.2 You may end this tenancy during the fixed term by serving a written notice on us giving at least 4 weeks' notice and specifying a date on which the tenancy will end (this must be a Monday).
- 3.3 We can decide not to accept your notice as ending your tenancy if you owe us any rent or have otherwise breached the terms of your tenancy.

Our Rights

- 3.4 During the fixed term of this flexible tenancy, we cannot bring your tenancy to an end without obtaining a possession order from the court. We can rely on any of the grounds for possession as set out in the Housing Act 1985.
- 3.5 If at any time before the your flexible tenancy is due to end
- (a) the rent or any part of it is unpaid for 21 days after becoming payable (whether formally demanded or not),
 - (b) you fail to perform or observe any of your responsibilities in this agreement and/or,
 - (c) there may arise statutory grounds under schedule 2 of the Housing Act 1985 or subsequent legislation on which a court may make an order for possession.
- 3.6 The Council or anyone duly authorised by the Council may then at any time re-enter on the property or any part of it and this tenancy will then terminate, but without affecting any right or remedy the Council may have against you in respect of any breach of your responsibilities in this agreement.

4. When your tenancy ends

4.1 For clarification, Section 4 applies to both Introductory Tenancies and Flexible Secure Tenancies

Your responsibilities

- 4.2 You must return your keys to us by noon on the day your tenancy ends. . If you do not give notice properly and/or do not return the keys, we will be entitled to continue to charge you for the property.
- 4.3 You must leave the property, the fixtures and any furnishings we have provided in good condition when you go. This includes any improvements or alterations that you have made with our permission. Do not leave any of your belongings behind; if you do, we will dispose of them (however small) and charge you for doing so. This includes any bags of rubbish you leave behind.
- 4.4 You must pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear. If you have made improvements or alterations without our written consent and you have not returned the home to the way it was before, we may do so and charge you for this. Prior to any transfer to another Council property, we will inspect and advise you in writing as to the extent of any repair or replacement you must do before you are allowed to move.
- 4.5 You must not leave anybody else living in your home when you move out. If you do you may be liable for rent until we get possession and you will not be able to claim housing benefit or similar assistance with the rent for this period.

5. Rent

- 5.1 It is a condition of this Agreement that you pay your rent on time.
- 5.2 Your rent and charges are due in advance on Monday of each week and you must pay them on time. If you wish to pay your rent over longer periods – for example, monthly - then you must pay your rent monthly in advance. There are occasional "non - collection" weeks where no rent is due. Where there is rent owing - called "arrears" – you are required to continue to make payments during the "non-collection weeks to reduce the debt.
- 5.3 If you do not pay your rent, we can commence court proceedings to seek to obtain possession of the property.
- 5.4 If you have any difficulty paying your rent, you should contact your Income Management Officer immediately. We will be able to offer you specialist

money advice, which is confidential and will take into account all the debts you have and not just those you have with the Council. You may also, depending on your circumstances, be able to claim benefit to cover your rent.

- 5.5 The amount of rent you pay depends on the type of property you live in. If there are any special charges for the property, you will find full details above.
- 5.6 Joint tenants are reminded that they are each responsible for making sure that the rent is paid in full. As regards rent this means that we can recover from any of the persons named in this agreement the rent and all the arrears owing for the property arising from the date of this agreement until the time this tenancy is properly ended.
- 5.7 The rent may be increased or decreased from time to time. We will give you notice in writing before any rent change.

6. Looking after your home

Our Responsibilities

- 6.1 We must keep the structure and exterior of your home in repair, and keep installations for the supply of utilities and sanitation and for heating in proper working order. This obligation arises under s11 Landlord and Tenant Act 1985 (or succeeding legislation) and the description of it here does not enlarge what we are required to do. We will repair:

- Window frames, external doors, drains, gutters, outside pipes.
- Kitchen and bathroom fixtures – basins, sinks, toilets, baths.
- Electrical wiring and gas and water pipes.
- Heating equipment and water-heating equipment.

If you live in a block of flats, we must repair any communal areas around your home such as stairs, lifts, landings, lighting and entrance halls, though only if the enjoyment of your home or such areas is affected.

- 6.2 We will not carry out works or repairs for which you are liable yourself following a breach of your obligations under this agreement. In particular, we are not liable to carry out works or repairs which have become necessary due to neglect, wilful damage, breach of tenancy or forced entry by the Police or other emergency services.

- 6.3 Once you have reported to us a defect which we are liable to repair, we will tell you as soon as possible when the repair work is to be completed and we will do such work within a reasonable period of time.
- 6.4 If we make your property untidy when we do a repair, we will tidy up once the repair is complete.
- 6.5 The Council is responsible for the following repairs:
- Outside the home (e.g. Structure, roof, window frames, external doors);
 - Water services (e.g. Tanks, cylinders, piping, taps and fittings (not including re-washing), Re-washing of stopcocks and ball valves, Sanitary installation, Basin, sink and bath (and shower if provided by the Council), Toilet pan and cistern, Communal soil and waste pipes in flats);
 - Electrical installation (e.g. Fuse box/consumer unit and wiring, Switches, lighting and power points, Appliances provided by the Council (unless listed in the tenants' responsibilities));
 - Gas installations (e.g. Piping and outlets from the gas meter to the appliance points; Appliances provided by the council (unless listed in the tenants' responsibilities));
 - Electric, gas or solid fuel heating system (All equipment (unless listed in the tenants' responsibilities));
 - External decoration (External decoration is carried out by the Council as part of a programme, not on request by tenants);
 - Miscellaneous internal items (e.g. Kitchen units unless provided by the tenant (this excludes worktops, doors and drawers));
 - Miscellaneous external items (e.g. UPVC doors, windows and fittings, All guttering and rainwater pipes, Clothes posts or rotary dryers in communal area, Fences and hedges which are on a boundary between Council land and a public right of way).
- 6.6 If the repair is required as a result of damage, misuse or neglect by you or a member of your household, or as a result of forced entry by the Police or other emergency services, then the Council will either refuse to carry out the repair, or will carry out the repair and recharge you.

Your responsibilities

- 6.7 You must report any faults or damage to the property that we have a duty to repair no later than the first working day after discovery of the fault or damage. We have an out of hours repair service in the event of an emergency – please check our website for details.
- 6.8 You must not without our written permission make structural or other alterations, including any improvements, to the property.

Examples are:

- Removing internal walls and doors
- Putting up a garage or Carport
- Laminate Flooring
- Greenhouse, shed or fence
- Off road parking
- Solar Panels
- Kitchens, bathrooms and showers
- Alterations or additions to the existing electrical system
- Alterations or additions to the existing gas supply, boiler, flues or any gas fired appliance supplied and maintained by the Council
- Alterations or additions to the existing mains water supply.

If you make an improvement or alteration to the property without written permission we may:

- Tell you to return it to the way it was before. If you don't, the Council may do the work and you will be required to pay for the work.
- Seek possession of the property.
- Refuse to agree to your exchanging the property with another tenant.
- Refuse to agree to your transferring to another property.
- Increase the price of the property on any purchase by you.

- 6.9 You should note that we will not be responsible for replacing or repairing any laminate flooring installed by you whether or not this was done with the council's permission in the event the Council are required to repair or replace pipes or cables within the property.
- 6.10 You must keep the property in good condition, and free from vermin, and use it and the fixtures and fittings responsibly. This includes not tampering with gas or electricity meters.
- 6.11 You must allow access to our contractors to carry out annual Gas Servicing. Inspections will take place at least once in any rolling 12 month period. An appointment date will be sent to the property in advance and you will be given the opportunity to rearrange the appointment, if necessary. If you refuse access to your home to complete gas servicing on three occasions, you will be in breach of your tenancy agreement and we may take legal action to gain access and/or possession of your home. If successful, we will claim any legal costs incurred directly from you.

- 6.12 You must also allow access to our staff or contractors to carry out any other works or inspections related to our health & safety responsibilities, including but not limited to electrical testing and asbestos surveys. If you refuse access to your home to complete this work on three occasions, you will be in breach of your tenancy agreement. We can and will take legal action to gain access and/or possession of your home. If successful, we will claim any legal costs directly from you.
- 6.13 You must keep your garden clean and tidy, for example, by cutting the lawn and trimming the hedges. You must not use the gardens for the storage of rubbish, scrap or other unsightly objects. If the garden is overgrown and there is no good reason, why you can't do it you will be in breach of your tenancy and we may take further action against you. We might be able to help you if you are elderly or disabled. Contact us for more information.
- 6.14 You are responsible for decorating inside your home. If you are elderly or disabled, a voluntary organisation may be able to help you, depending on where you live. Contact us for more information.
- 6.15 You must repair or replace parts of the property and/or fixtures where damage has been caused deliberately (smashed windows or broken doors for example), or by neglect (not reporting a leaking pipe for example). This includes damage by your family (including children) and other people. If you do not do so, we may do any necessary works and charge you for the work. In certain circumstances where damage has been caused through acts of vandalism by people unknown to you, we may undertake a repair if you have reported the incident to the police and have been given a crime reference number.
- 6.16 You are responsible for doing small repairs, such as replacing basin plugs and chains or internal fittings such as curtain and coat hooks. You are also responsible for security to your home, including replacement of lost keys or the fitting of additional locks. If you are over the age of 60 or disabled, we may, in certain circumstances, do some small repairs for you.
- 6.17 You are responsible for repairing and maintaining your own equipment such as cookers or washing machines.
- 6.18 You must allow Council workers and people sent by us into the property to inspect and carry out repair and improvements. Never let anyone in without seeing some official identification. If you do not let us in, you could be putting yourselves and your neighbours at risk. If you do not let us in, we can take legal action to enter your home and you may have to pay the costs. In a property with a communal area, you must keep that area in a clean and tidy condition and free from obstruction.
- 6.19 You must not keep mopeds, mobility scooters or motorbikes inside any part of your home or in communal areas (such as entrance halls, stairs, landings,

drying areas and storage cupboards) due to fire safety concerns. In exceptional circumstances we may allow mobility scooters inside your home but you must obtain our written permission to do so in advance. Mopeds, motorbikes, cars and other vehicles must be kept in designated parking areas only.

- 6.20 If your property has the use of a communal garden, you must ensure that you do not store or dispose of any household items or refuse in this area.
- 6.21 You must not interfere with security and safety equipment in communal blocks. Where a door entry system is fitted, doors should not be jammed open and strangers should not be let in without identification.
- 6.22 You must not appoint any contractors to undertake any works for example installation of broadband services within the communal area e.g. communal landings and staircases without first obtaining the necessary permission and permits required. Where you do so you will be liable for the cost of any reinstatement works required to ensure the Council meets its obligations under the Fire Safety Order 2005 and Control of Asbestos Regulations 2012.
- 6.23 Where your home is served by a communal aerial, you must not, without the written permission of the Council, erect a satellite dish, radio aerial or TV aerial.
- 6.24 You must not erect an external CB aerial or other such receiving or transmitting equipment without our written consent.
- 6.25 You are responsible for repairing and maintaining the TV aerial to your home.

7. You and your neighbours

- 7.1 Everyone has the right to live their life in the way in which they want, as long as this does not cause distress to their neighbours. We want all residents to have a good relationship with each other, but we recognise that problems will arise.
- 7.2 We ask that all tenants are considerate towards their neighbours and tolerate the different lifestyles of others. Whilst we are unable to deal with complaints about neighbours occasionally arguing or slamming doors we will treat any reports of people harassing or causing persistent nuisance, annoyance or disturbance to their neighbours very seriously and will take action through the courts, including evicting you from your home, to prevent this happening.

Your responsibilities

- 7.3 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, paving, shared gardens, parking areas) and in the locality around your home.
- 7.4 You and they must not cause a nuisance, annoyance or disturbance to any other person. Examples include, but are not limited to:
- Loud music, persistent dog barking and fouling, offensive drunkenness, rubbish dumping, playing ball games close to someone else's home.
- 7.5 You and they must not harass any other person including Council workers and any person sent by the Council. Examples of harassment include, but are not limited to:
- Racist behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour, damaging or threatening to damage another person's home or possessions, writing threatening abusive or insulting graffiti, or any course of conduct which alarms or causes distress to other people.
- 7.6 You and they must not use your home or any communal area for illegal activity such as selling, producing, cultivating, storing or using drugs, the sale and/or storage of stolen property, the sale or storage of unlicensed firearms or any dangerous or immoral activities or have been convicted of an arrestable criminal offence within the local area.
- 7.7 You and they must not behave in a way, which has or will cause or is likely to have caused a nuisance, annoyance or disturbance.
- 7.8 You and they must not damage, deface or put graffiti on Council property. You will have to pay for the cost of putting right any such damage and we may also seek possession of the property.
- 7.9 You and they must not interfere with security and safety equipment in communal blocks, doors should not be jammed open and strangers must not be let in without identification. You should not let anyone else tamper with your electricity or gas meter.
- 7.10 You and they must co-operate with Council workers or other people sent by the Council in dealing with any aspects of your tenancy and this agreement.
- 7.11 You and they must not cause or threaten violence, harass, or use mental, emotional, financial or sexual abuse which would cause anyone who lives with you to leave or want to leave the home.
- 7.12 If your property has the use of a communal garden you must ensure you do not store or dispose of any household items or refuse in this area.

- 7.13 You must not run a business from your home without our agreement in writing and planning permission (if required). In particular, you must not repair vehicles that belong to anyone not living in your home without our written permission and, in any case, the carrying out of such repairs must not cause a nuisance or annoyance to your neighbours.
- 7.14 You and they must not park a vehicle on your property except on the 'hard-standing' (a driveway or paved area constructed and intended for parking). You must not park or position a caravan, motor home, boat or trailer anywhere within the boundaries of your home, on a communal area or on any communal parking areas without our agreement in writing. This only applies to areas of land owned by the Council, we will advise you as to which land the Council owns. You and your visitors must not park anywhere that would obstruct emergency services.
- 7.15 You must not construct a hardstanding, without the Council's written permission.
- 7.16 You must not do major car repairs or park an illegal or un-roadworthy vehicle on the driveway or garden of your home, on the land around your home or on the road outside.
- 7.17 You must not keep or use paraffin or any other dangerous material in your home or in communal areas. In certain circumstances, you may with our written permission keep and use bottled gas, please check with us..

Council's Responsibilities

- 7.18 We shall give you help and advice if you report nuisance or harassment. We will look into your complaints and we will inform you in writing of what action we will take.

8. Animals

- 8.1 You must not keep any animal that we decide is unsuitable for your home. You must comply with the councils Pet Policy which outlines the restrictions on pet ownership in different types of property. If you are in any doubt at all, ask us.
- 8.2 Your pet or pets must be kept under control and must not cause nuisance, annoyance or disturbance to any other person. In particular, dogs must not be allowed to continually bark or howl or to roam without proper supervision, and you must ensure that you hygienically dispose of any fouling by your animal in the vicinity or neighbourhood of your home.

- 8.3 You must co-operate with us, and your neighbours to keep any communal areas clean, tidy and clear of obstruction.
- 8.4 You must not use your home for the commercial breeding of animals.

9. Exchange/Succession/ Assignment/Right to Buy

Your right to exchange properties with another tenant

- 9.1 You have the right, during the flexible secure tenancy but not during the introductory tenancy, to swap your home with another tenant of this Council, any other Council or some other social landlords such as housing associations. You must apply for written permission from us before exchanging. There are certain condition which must be met before permission is granted. Please ask your us for more details. Information can also be found on the Council's website.
- 9.2 If an exchange takes place without our written agreement, we may take legal action to recover possession. In some instances you may not be allowed to return to your original home and may not be offered alternative housing.
- 9.3 If you or your predecessor, who is a member of your family and lives in your home, either gave or received money in connection with an exchange of tenancy we may seek to recover possession of your home.

Restrictions to exchanges

- 9.4 There are certain circumstances where permission may be refused to undertake an exchange or transfer, for example but not limited to:
 - 1. You must not owe any rent or be in breach of any of the terms of this agreement
 - 2. Where one of the homes would be over-crowded
 - 3. Legal action is being taken to get possession of any of the homes involved
 - 4. The exchange would mean that a homes adapted for elderly or disabled people or people requiring special facilities e.g. sheltered housing for the elderly would have no one living there who needed the adaption and/or facility provided.
 - 5. One of the homes would be obviously too large or too small for the new tenants

- 9.5 If you have made improvements or alterations without our written agreement, you must return the home to the way it was before unless we give written permission is given to the contrary.
- 9.6 Any improvements or alterations approved by us must be left in the property if an exchange or transfer is completed.

Your right to pass on your tenancy following death

- 9.7 If you are a joint tenant, on your death any surviving tenant will keep the tenancy.
- 9.8 If you are a sole tenant and you die your tenancy during the introductory period your tenancy can pass to your husband, wife or civil partner provided they are living with you at the time of your death, or another family member who has resided with you throughout the previous 12 months, but your spouse or civil partner receive preference.
- 9.9 If you are a sole tenant and you die during the flexible period, your tenancy can pass to your husband, wife or civil partner only, provided they are living with you at the time of your death.
- 9.10 The above examples are called succession but it can only happen once, so if you succeeded to the tenancy then the tenancy cannot be passed on again.
- 9.11 The person who takes over your tenancy on succession becomes an introductory or flexible secure tenant (as appropriate), which means they keep their home under the terms of this agreement.

Your right to assign your tenancy to someone whilst you are alive

- 9.12 You can also gift your tenancy to someone whilst you are alive this is called assignment, but you can only assign your tenancy to someone who would be eligible to succeed to your tenancy if you died. You will need to obtain our written agreement.

Your right to buy

- 9.13 You have the right, during the flexible secure tenancy but not during the introductory tenancy. There are some exclusions to this right. Ask us for further information.

10. Sub-letting

Your right to take in lodgers & sublet part of your home

- 10.1 You may take in lodgers during the flexible secure tenancy, but not during the introductory tenancy. A lodger is someone who lives in your home but doesn't have exclusive right to any one part of it. If you receive housing benefit or similar assistance with your rent, you must tell the Housing Benefit Section or the DWP straight away.
- 10.2 You may sub-let part of your home during the flexible secure tenancy, but not during the introductory tenancy and you must get our agreement in writing first. Sub-letting means that someone pays rent to have exclusive right to part of your home. You can't sub-let the whole of your property. If you receive housing benefit or similar assistance with your rent, you must tell the Housing Benefit Section or the DWP straight away.
- 10.3 You are responsible for the behaviour of every person living in or visiting your home, this will include any lodgers or those subletting from you.

11. Changes to this agreement

Your right to be consulted

- 11.1 You have the right to be consulted and fully informed about any change to your Tenancy Agreement and Conditions, and any other changes to the way we manage our housing service if it is likely to substantially affect your tenancy.
- 11.2 We will ask your views about any proposals to change the tenancy agreement. We may change the terms of the tenancy by serving a notice of variation on you.
- 11.3 We must ask your views about any proposals that substantially affect you in respect of housing management. An example would be if we were to undertake a modernisation programme to your home.
- 11.4 Although we do not have to consult you about increases or decreases to the rent or any service charges, we will tell you in writing at least four weeks before any rent change, or one week before any change to the service charge.

12. General

Your responsibilities

- 12.1 You must use your Council property as your only or main home.
- 12.2 You must tell us if you will be away from home for more than six weeks.
- 12.3 You must not overcrowd your home.

12.4 You must co-operate with Council workers and other people sent by the Council in dealing with any aspects of your tenancy and this agreement.

13. Signature of acceptance

I (or we) understand, agree and accept the conditions of this tenancy agreement and I (or we) confirm that the information given in the housing application form and any information given to obtain this tenancy was and still is true. You risk losing your home if you, or someone acting at your instigation, have knowingly or recklessly given false information which has resulted in us giving you the tenancy.

1.....

2.....

Signed on behalf of West Lancashire Borough Council

.....

Date.....

14. Your Information

How we handle your data:

We will use the information you have provided to manage your tenancy and to provide you with housing services such as managing your rent account and carrying out repairs and improvements to your home. If you do not provide the required information, we are unable to enter into a tenancy agreement with you.

We will share some information with others providing services on our behalf, such as maintenance contractors, plus other council and government departments. Where required by law or to enable us to manage your tenancy we may also share your information with other parties such as police, probation service, social, health and welfare providers and utility companies.

For further information as to how we handle your data, please see XXXX. Hard copies are available on request. If you would like to discuss this notice or how we will use your personal data, you can contact XXXX on NUMBER or at EMAIL ADDRESS.

National Fraud Initiative (NFI)

This authority is under a duty to protect the public funds it administers, and to this end may use the information you have provided for the prevention and detection of fraud. It may also share this information with other bodies responsible for auditing or administering public funds for these purposes.

For further information, see www.westlancs.gov.uk/nfi

If there is anything you don't understand in this Tenancy Agreement, please ask us. You can also get help from a Citizens Advice Bureau, law centre or a solicitor.

12. Contact Information

We can provide this information on audiotape, CD, large print, Braille, and in other languages as appropriate on request. Visit our website www.westlancs.gov.uk/access

Wszystkie te informacje możemy przekazać na życzenie w formie audio, na płycie CD, w wersji zapisanej dużym drukiem lub alfabetem Braille'a, bądź też przetłumaczonej na wymagany język. Zapraszamy na stronę www.westlancs.gov.uk/access

Podemos prestar esta informação em gravação áudio, em CD, em letra grande, em Braille e noutras línguas, conforme apropriado e a pedido. Visite o nosso Website www.westlancs.gov.uk/access

12. Definitions

We, Us, Our	West Lancashire Borough Council
You	The tenant, joint tenants
	Refers to any building or area which you are entitled or permitted to use in connection with the property in common with tenants or occupiers of other properties. This includes for example any shared driveway.
The property	this includes any gardens, yards, fences, walls or outbuildings)
Working day	Any day the Council buildings are open to the general public.