



INTRODUCTORY AND FLEXIBLE TENANCY AGREEMENT

This is a legal contract. It describes the rights and responsibilities of you as a tenant and of West Lancashire Borough Council as landlord. Your Tenant's Handbook explains more about your rights and responsibilities as a tenant. If you are unsure about anything contained in this agreement, you should refer immediately to your Tenant's Handbook or contact your Housing Officer.

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

--

(which includes any gardens, yards, fences, walls or outbuildings)

The name of the tenant(s) is/are:	Date of Birth	National Insurance Number
1.		
2.		
3.		
4.		

The tenancy starts on

This agreement is initially for a weekly tenancy, taking effect as an **INTRODUCTORY TENANCY**, during the period of **ONE YEAR** (unless extended) from the start date, so long as it continues to meet the requirements for such a tenancy including that you occupy the property as your only or principal home.

When the tenancy ceases to be an introductory tenancy, unless it is ended, the tenancy will become a **SECURE FLEXIBLE TENANCY**, so long as it continues to meet the requirements for such a tenancy including that you occupy the property as your only or principal home.

The secure flexible tenancy expires on and is accordingly for a “fixed term” of 5 years, unless no less than one month before the tenancy ceases to be an introductory tenancy we have notified you in writing that the tenancy is for a fixed term of 2 years expiring on the date and for the reasons set out in that notice.

If you have been accordingly notified that the tenancy is for a fixed term of 2 years, we agree to extend until the end of 21 days from when you receive the notice the time within which you may request a review of the length of the fixed term (under s107B Housing Act 1985).

If the tenancy is accordingly for a fixed term of 2 years, your housing officer will, as soon as possible after the start of the fixed term, record this fact and the expiry date on our copy of this agreement as follows, before sending you a further copy:

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

The total weekly rent at the start of this agreement is
(Please read Section 2 for details).

Rent will be payable with effect from Monday

Your weekly rent is broken down as follows:

- Net Rent £
- Service Charge/s £
- Heating Charge £
- Furniture Charge £
- Other Charge/s £

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.

General Information

Housing Officer -

Telephone number

Email Address

Rent Officer

Telephone number

Repairs Telephone number 01695 577177

Date

About this agreement

- 1.1 This is a legal contract. It describes the rights and responsibilities of West Lancashire Borough Council and of you, the tenant. References below to “we” or “us” refer to the Council; references to “you” include, where there is more than one person as the tenant, references to both or each of those persons. By signing this agreement you are agreeing to become our tenant.
- 1.2 The Council will not interfere with your quiet enjoyment of the property during the tenancy, subject to the terms of this tenancy agreement. If you do not keep to the terms of this tenancy agreement, the Council may take action against you including action to bring the tenancy to an end before the expiry date as explained below.

Introductory tenancy

- 1.3 Your introductory tenancy is a trial period. You must show us that you are responsible enough to keep your tenancy.
- 1.4 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.
- 1.5 During the introductory tenancy, you have fewer rights than during the secure flexible tenancy, as indicated below in sections 6.1, 6.2, 7.3, 7.4 and 10.1.
- 1.6 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. The easiest and most reliable way to do this is to use a form you can obtain from your Housing Officer. You must also return your keys to a Customer Service Point by noon on that day. These are based at The Concourse, Skelmersdale or at 52 Derby Street, Ormskirk. 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.

End of the fixed term

- 1.7 Before the expiry date, provided the tenancy remains a secure tenancy, we will review your tenancy and decide whether or not to grant a further tenancy of the property. We will inform you of the outcome of that review.
- 1.8 If we decide not to grant a further tenancy, you will be entitled to request a review of that decision as notified at the time.
- 1.9 You can obtain further information about the circumstances in which we will or will not grant a further tenancy, and about the review, from your Housing Officer and from our Tenure Policy.

- 1.10 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. Any secure tenancy in existence will then be brought to an end by the execution of the order.

Your right to end the tenancy during the fixed term

- 1.11 Provided the conditions described below are met, you may end this tenancy during the fixed term by serving a notice in writing on us specifying a date on which the tenancy will terminate. The easiest and most reliable way to do this is to use a form you can obtain from your Housing Officer. The date must be at least 4 weeks after the date the notice is served. In special circumstances, we may agree to dispense with the requirement for such a notice.
- 1.12 The notice will terminate the tenancy only if, on the date specified in it, you do not owe rent and you are not otherwise materially in breach of any term of the tenancy, unless there is mutual agreement to do so.

Our right to end the tenancy during the fixed term

- 1.13 If at any time before the expiry date
- (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,

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.

- 1.14 If the tenancy remains a secure tenancy, termination of the tenancy during the fixed term will require an order of the court. The court will make an order only if we have served on you a proper written notice or the court agrees we do not need to serve a notice.

We may serve a notice on you and seek to end the tenancy during the fixed term and recover possession of your home if for example:

- 1.15 You have not paid rent or service charges that are due or you have not kept to some other condition of this Tenancy Agreement.

- 1.16 You or someone living in or visiting your home has behaved in a way, which has caused or is likely to have caused a nuisance, annoyance or disturbance or has been convicted of using your home or allowing it to be used for immoral or illegal purposes, or has been convicted of an arrestable offence within the local area.
- 1.17 You, or anyone living with you, have caused your home or any shared areas to deteriorate and, where the deterioration was caused by your lodger or sub-tenant, you have not taken all reasonable steps to remove them.
- 1.18 You, or anyone living with you, have damaged furniture provided by us and, where the damage was caused by your lodger or sub-tenant, you have not taken reasonable steps to remove them.
- 1.19 You, or someone acting at your instigation, have knowingly or recklessly made a false statement which has induced us to grant you the tenancy.
- 1.20 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.
- 1.21 You refuse to leave a temporary home given to you while work was being carried out to your original home, and you had promised to return to your original home when the work was completed.

We can also ask for possession of your home in the following circumstances but we will offer you suitable alternative accommodation if for example:

- 1.22 You overcrowd your home to an extent which is prohibited by law.
- 1.23 We want to demolish, re-build or carry out work to your home or on land let with it and cannot reasonably do this while you are living there.
- 1.24 Your home is in an area included within a re-development scheme approved by the Secretary of State, and we intend to dispose of your home in accordance with the scheme.
- 1.25 You are a former employee living in a property which is part of, or is within the boundary of, a non-housing building, and we need to let your home to another employee.
- 1.26 Your home has been adapted to make it suitable for a physically disabled person but there is no such person living there anymore and we need your home for another disabled person.
- 1.27 Your home is one of a group of homes let to people with special needs and is near a social services or special facility to help people with those special

needs, there is no such person living there anymore and we require your home for someone else with special needs.

- 1.28 You are not the spouse or civil partner of the previous tenant who has died but have succeeded to the tenancy on that person's death and the property is larger than you reasonably need. We can only use this ground between six and twelve months after the date when the previous tenant died or, if the court so directs, the date when the court considers we became aware of the death. Such cases will be treated sensitively and the policy appropriately applied.

This agreement

- 1.29 Your tenancy agreement is set out like this:

- 2. Your rent**
- 3. Looking after your home**
- 4. You and your neighbours**
- 5. Involvement in the running of your home**
- 6. Using your home**
- 7. Moving to another Council home**
- 8. When your tenancy ends**
- 9. Succession and assignment**
- 10. Right to buy**
- 11. Notices**
- 12. Acceptance of this agreement**

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.

- 1.30 In this agreement, the term communal areas 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.
- 1.31 A person who is not a party to this agreement is not intended to have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

2. **Your rent**

- 2.1 Your rent **must** be paid on time. It is due in advance on each Monday. There are occasional non-collection weeks in each year when no rent is due (although people with rent owing, called ‘arrears’, must continue to pay in these weeks).
- 2.2 If you do not pay your rent, we can seek to obtain possession of the property.
- 2.3 If you have any difficulty paying your rent, you should contact your housing officer immediately. We will be able to offer you specialist rent and money advice. This specialist rent and money advice is an independent service that will take into account all the debts you have and not just those you have with the Council. Any information or personal details that you provided when discussing any debts you have will be treated strictly in a private and confidential manner. You may also, depending on your circumstances, be able to claim housing benefit. Ask for a housing benefit claim form from your Housing Officer.
- 2.4 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.
- 2.5 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.
- 2.6 The rent may be increased or decreased from time to time. We will give you notice in writing before any rent change.

3. **Looking after your home**

What the Council must do

- 3.1 **We must** keep the structure and exterior of your home in repair and keep in repair and proper working order relevant installations for the supply of utilities and sanitation and for heating. 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.

- 3.2 **We are not** liable to 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 owing to your failure to use the property in a tenant-like manner.
- 3.3 Once you have reported to us a defect which we are liable to repair, we will tell you when the repair work is to be completed and we will do such work within a reasonable period of time.
- 3.4 **If** we make your property untidy when we do a repair, we will tidy up once the repair is complete.

Your rights

- 3.5 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. Ask your housing officer for more information.

Your responsibilities

- 3.6 **You must not** without our 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
- 3.7 **If** you make an improvement or alteration to the property **without** written permission it can have the following effects.

We may:

- Tell you to return it to the way it was before. If you don’t, the Council may do the work and require you to pay for it.
- Seek possession of the property.
- In certain circumstances, 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.
- 3.8 **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.
- 3.9 **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, we can clear it and charge you for the work. **We might** be able to help you if you are elderly or disabled. Ask your housing officer for more information.
- 3.10 **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. Ask your housing officer for more information.
- 3.11 **You must** report immediately any faults or damage to the property that we have a duty to repair.
- 3.12 **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.
- 3.13 **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. Please see your Tenant's Handbook for more information on what repairs you are responsible for. For people who are over the age of 60 or disabled, we may, in certain circumstances, do some small repairs for you. Ask your Housing officer for more information.
- 3.14 **You are responsible** for repairing and maintaining your own equipment such as cookers or washing machines.
- 3.15 **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 are in doubt, contact your Housing Officer during office hours or the emergency number at other times. These numbers are in your Tenant's Handbook). In emergencies, we will need access immediately. 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.

- 3.16 In a property with a communal area, you must keep that area in a clean and tidy condition and free from obstruction.
- 3.17 **You must not** keep mopeds, mobility scooters or motorbikes inside your home or in communal areas (such as entrance halls, stairs or landings) without our written permission. Mopeds, motorbikes, cars and other vehicles must be kept in designated parking areas only.
- 3.18 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. Please ask your housing officer for details.
- 3.19 **You must not** erect an external CB aerial or other such receiving or transmitting equipment without our written consent. Please check with your housing officer if you are in any doubt.
- 3.20 **You are responsible** for repairing and maintaining the TV aerial to your property.

4. You and your neighbours

Everyone in West Lancashire has the right to live their life in the way in which they want. From time to time, however, the way in which some people live their lives upsets their neighbours, causing considerable distress and in some cases fear. We want all residents of West Lancashire to have a good relationship with each other. We do, however, recognise that problems will arise. The section below sets out certain things that you must not do whilst living in your property. If everyone follows these rules, West Lancashire will be a much more peaceful and pleasant place to live. This is not to say though, that we expect people to complain to us every time their neighbours, for example, argue or slam doors. We recognise that this is a part of everyday life. A good neighbour will tolerate and understand the different lifestyles of others. We will, however, treat any reports of people harassing or causing persistent nuisance, annoyance or disturbance to their neighbours in whatever fashion, very seriously. If we believe that action should be taken through the courts to prevent this happening, then we will do so. We will also seek to evict you from your home in instances where we believe this is the best option to enable your neighbours to live free from such matters. Everybody has responsibilities to their neighbours. This section sets out these responsibilities.

Your responsibilities

- 4.1 **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.

- 4.2 **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.
- 4.3 **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.
- 4.4 **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.
- 4.5 **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.
- 4.6 **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 meter.
- 4.7 **You and they must** co-operate with Council workers and other people sent by the Council in dealing with any aspects of your tenancy and this agreement.
- 4.8 **You and they must not** cause or threaten violence, harass, or use mental, emotional, or sexual abuse which would cause anyone who lives with you to leave or want to leave the home.
- 4.9 **You must not** keep a dog if you live in a flat, bed-sit or maisonette. This does not include registered guide dogs for the blind or registered hearing dogs for the deaf.
- 4.10 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.
- 4.11 **You must not** keep any animal that we decide is unsuitable for your home. If you are in any doubt at all, ask your housing officer. 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 the property.

- 4.12 **You must not** use your home for the commercial breeding of animals. **You must** co-operate with us, and your neighbours to keep any communal areas clean, tidy and clear of obstruction.
- 4.13 **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.
- 4.14 **You 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, your Housing Officer will advise you as to which land the Council owns. You and your visitors **must not** park anywhere that would obstruct emergency services.
- 4.15 **You must not** do major car repairs or park an illegal or un-roadworthy vehicle on the land around your home or on the road outside.
- 4.16 **You must not** construct a hardstanding, without the Council's written permission.
- 4.17 **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 your housing officer.

Council's Responsibilities

- 4.18 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.

5. Tenant Involvement

Council's Responsibilities

- 5.1 **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.

5.2 **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.

5.3 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.

6. Using your home

Your rights

6.1 **You may** take in lodgers during the secure flexible 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. They will often get some sort of service from you such as cooking or cleaning. **You must not** overcrowd the property and if you receive housing benefit or similar assistance with your rent, **you must** tell your Housing Officer straight away.

6.2 **You may** sub-let part of your home during the secure flexible 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. **You must not** overcrowd the property and if you receive housing benefit or similar assistance with your rent, **you must** tell your Housing Officer straight away.

Your responsibilities

6.3 **You must** use your Council property as your only or main home.

6.4 **You must** tell your Housing Officer if you will be away from home for more than six weeks. Please see your Tenant's Handbook for the reasons why we require you to do this.

6.5 **You must not** overcrowd your home.

7. Moving to another Council Home

Your rights

7.1 **You may** apply to transfer to another Council home, however, you will have to go on the housing register. **You may not** be allowed to transfer to another Council home if:

- You owe any rent.
- You have not kept your home and garden in the condition required by this agreement.

- You have made improvements or alterations without our written agreement (we may tell you to return your home to the way it was before).
- You are adequately housed already.

Note: If you are allowed to transfer to another home, **you must** leave all authorised improvements and alterations behind, unless we give you written permission to remove them.

7.2 **You have the right** to see our rules for deciding who gets offered a Council home.

7.3 **You have the right**, during the secure flexible tenancy but not during the introductory tenancy, to swap your home (called an ‘exchange’) with another tenant of this Council, any other Council or some other social landlords such as housing associations. But **you must** get our agreement in writing first.

We cannot refuse permission unless, for example:

- One of the homes would be over-crowded.
- Certain legal action is being taken to get possession of any of the homes involved.
- The exchange would mean that a home adapted for elderly or disabled people would have no one living there who needed the adaptation.
- One of the homes would be obviously too large for the new tenants.

Note: There are other grounds on which the Council can refuse to give you permission to move, although these are unusual, please ask your Housing Officer for details and for more information on the examples given.

7.4 **You have the right**, during the secure flexible tenancy but not during the introductory tenancy, to swap your home (called a “transfer of tenancy”) under an arrangement whereby with one or more other tenants you all request your landlords to grant new tenancies so that you can each move, provided certain conditions are met and subject to certain grounds on which any of the landlords may refuse the requests. Please ask your Housing Officer for details.

Council’s rights

7.5 **We may** set certain conditions that you must meet before an exchange can go ahead. Such conditions may be that you must not owe any rent or be in breach of any of the terms of this agreement, for example:

- You must have kept your property and garden in the condition required by this agreement.

- If you have made improvements or alterations without our written agreement, you must return the home to the way it was before.

Note: If you are allowed to exchange homes, **you must** leave all improvements and alterations behind, where we have given you permission to put them in.

- 7.6 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.
- 7.7 If your home has been built or adapted for use by a disabled person or is one of a group of homes let to people who need special facilities, for example, sheltered housing for the elderly, and there is no longer a disabled person or a person requiring such special facilities residing there, we may require you to move. This will only be in exceptional cases and if this happens you will be offered somewhere else to live that is suitable for you.

8. When your tenancy ends

Your responsibilities

- 8.1 **If** you do not leave the property vacant and give us the keys, **you will** remain liable for the rent or charges for the property.
- 8.2 **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.
- 8.3 **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.
- 8.4 **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.
- 8.5 **You may not** be given another Council home in the future if during a previous tenancy with us:
- You were evicted.
 - You abandoned your home (left without returning the keys).

- You still owe rent.
- You left your home in poor condition and have not paid for repair or replacement.

9. Succession and assignment

- 9.1 If you are a joint tenant, on your death any surviving tenant will retain the tenancy.
- 9.2 Otherwise, if you die, the introductory or secure flexible tenancy of your home will pass by statutory succession to someone if they are qualified to succeed you. This is provided you did not succeed to the tenancy and also that the person to succeed you is living at the property as their only or main home at the time of your death. During the introductory tenancy, such succession may be to your spouse or civil partner. During the secure flexible tenancy, such succession may be to your spouse or civil partner.
- 9.3 The person who takes over your tenancy on succession from you if you die becomes an introductory or secure flexible tenant (as appropriate), which means they keep their council home under the terms of this agreement. If **they** die, the tenancy will **not** go **automatically** to their partner or relative but **we may** agree to a further tenancy for them.
- 9.4 **You may not**, in general, assign or transfer the tenancy to anyone else. There are certain exceptions to this, including an exchange or transfer as mentioned above. Ask your Housing Officer for further information. Provided that you obtain our written agreement, you may transfer the property to someone who is entitled to succeed to it if you died. If you do transfer the property without our written agreement, we may take legal action to recover possession.

10. Right to buy

- 10.1 **You have the right**, during the secure flexible tenancy but not during the introductory tenancy, to buy your home in certain circumstances and subject to various requirements. Ask your Housing Officer for further information.

11. Notices

- 11.1 Any notice to be given by the Council shall be in writing, under the hand of its officer or agent, and shall be sufficiently served if left at the property or sent by prepaid post to the tenant at the property. Notice may also be served personally.
- 11.2 **Notice under sections 48 of the Landlord and Tenant Act 1987.** Notices to the Council should be in writing and any notice (including notice in proceedings) may be served on the Council at Elson House, 49 Westgate, Skelmersdale, Lancashire, WN8 8LP.

12. 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.

- 1.....
- 2.....
- 3.....
- 4.....

Signed on behalf of West Lancashire Borough Council

.....

Date.....

The information you have given on this Tenancy Agreement will be held on a computer system registered under the Data Protection Act. We must protect public funds and so we may use the information you have provided to prevent and detect fraud. We may also share this information, for the same purposes, with other organisations that handle public funds. We may use certain information from this Tenancy Agreement in connection with your Council Tax account and Council rent account or payment of utilities.

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

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

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 or telephone 01695 577177

Wszystkie te informacje możemy przekazać na życzenie w formacie 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 lub prosimy o kontakt telefoniczny pod nr 01695 577177.

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 ou telefone para o 01695 577177.