

DRAFT TENANCY AGREEMENT ONLY

**TENANCY
AGREEMENT**

Slough Borough Council – Tenancy Agreement

Translations

If you would like a copy of this tenancy agreement in another language or format including Braille, please call 01753 539944.

Punjabi

ਅਗਰ ਤੁਹਾਨੂੰ ਇਹ ਦਸਤਾਵੇਜ਼ ਕਿਸੀ ਦੂਸਰੀ ਬੋਲੀ ਵਿਚ ਅਨੁਵਾਦ ਕਰਾਕੇ ਯਾ ਕਿਸੇ ਦੂਸਰੇ ਫੋਰਮੈਟ ਜਿਵੇਂ ਬ੍ਰੇਲ ਵਿਚ ਚਾਹੀਦਾ ਹੈ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ 01753 539944 ਨੰਬਰ ਤੇ ਫੋਨ ਕਰੋ। ਇਹ ਨੰਬਰ ਮਿਨਿਕੋਮ ਵਾਸਤੇ ਵੀ ਹੈ।

Hindi

अगर आपको यह दस्तावेज़ किसी दूसरी भाषा में अनुवाद करके या किसी दूसरे प्रकार के फ़ोरमैट, जैसे ब्रेल में चाहिए तो कृपया 01753 539944 नंबर पर फ़ोन करें। यह नंबर मिनिकोम के लिए भी है।

Polish

Jeśli chciałbyś/chiałabyś otrzymać kopię niniejszego dokumentu w innym formacie, łącznie z wersją w języku Brailla, zadzwoń pod numer 01753 539944. Numer programu minicom jest taki sam.

Somali

Haddii aad jeceshahay in qoraalkan (dokumentigan) laguugu tarjumo nidaam kale sida qoraalka loogu talo galay camoolayaasha (kuwa indhaha la') fadlan soo wac 01753 539944. kani waa sidoo kale telefoonka kuwa maqalka culus.

Urdu

اگر آپ اس دستاویز کا ترجمہ کسی اور زبان میں یا کسی اور ساخت جیسا کہ بریل (ناپیدا لوگوں کے لیے) اٹھری ہوئی تحریر میں درکار ہو تو برائے مہربانی ہم سے فون نمبر 01753 539944 کے ذریعے رابطہ کیجئے۔ منی کام کا بھی یہی نمبر ہے۔

CONTENTS

	PAGE
Tenancy Agreements	3
Introductions and Definitions	7
Changing the Terms of this Agreement	10
The Tenancy	11
Rent	11
Using the Property	12
Lodgers and Subletting	13
Transferring the Tenancy	14
Repairs and Maintenance	15
Access	15
Nuisance and Harassment	16
Information to Tenants	17
Ending the Tenancy	18
Useful contacts	19

Slough Borough Council Tenancy Agreement

In this tenancy agreement any reference to 'you' means the tenant(s) who have signed and consented to the terms and condition of the tenancy agreement. The word 'we' refers to Slough Borough Council or our agents People 1st, the Landlord in this agreement. Any reference in this agreement to your 'home' 'property' or 'premises' means the property listed in part 1.0 of this agreement.

1.0 Tenancy details

Address of the property the tenancy applies to (including postcode)

.....

Full Name of Tenant(s):

..... **Date of Birth**

..... **Date of Birth**

No. of Bedrooms

Rent	£
Service Charge	£
Ineligible Rent	£
Water Charges	£
Support Charge	£
Other Amounts to pay	£
Total to Pay:	£

Slough Borough Council may review and change the rent, service charges and water charges on a yearly basis

Date the Tenancy begins: (Must be a Monday)

On the day you move into your property, you should check all glass, the toilet, the sink and note any other repairs that need attention. If there are any cracks or breaks or you are aware of any repair that is the landlord responsibility to put right, please notify People 1st (Slough) who are the Arms Length Management Organisation (ALMO) for your landlord, Slough Borough Council.

This is an **introductory tenancy** until..... /..... /..... when you will become a secure tenant unless before then proceedings to end the tenancy have begun, or Slough Borough Council has served notice to extend the trial period.

If proceedings to end the tenancy in the court have begun before the date when the introductory tenancy will end the period is extended until the courts have decided what will happen, or until the application for possession is withdrawn. If a notice to extend the trial period has been served, this tenancy will remain an introductory tenancy until the end of the extended trial period.

(You are advised to read and understand the terms of this agreement before signing. It must then be signed and returned to your housing officer)

OR

This is a **secure tenancy** from the date the tenancy begins.

The following people will live at the above address:

Full name	Relationship to you	Date of birth

Declaration

To the best of my knowledge the information I have given is true and complete. I have not moved or improved my living conditions since you considered my application.

Your signature: 1..... Date:/...../.....

Your signature: 2..... Date:/...../.....

Signed on our behalf:

Tenancy Conditions

1. Introductions and Definitions

This tenancy agreement is a legal document and sets out the rights and responsibilities that you have as our tenant and that we have as your landlord. By signing it you are agreeing to become a tenant of Slough Borough Council.

1.1 Types of Tenancies

If you are transferring from another Slough Borough Council or other Local Authority secure tenancy, this will be a Secure Tenancy. If you have held an assured tenancy (not an assured shorthold tenancy) with a registered social landlord or housing association immediately prior to this tenancy for at least one year this tenancy will be a Secure Tenancy. In all other instances this tenancy will be an Introductory Tenancy until the trial period expires.

1.2 Secure Tenants –

Secure tenants have a number of legal rights subject to the guidance contained in the following pages. The main ones are listed below:

- Right of succession
- Right to take in lodgers
- The right to sublet part of your home
- Right to exchange
- Right of assignment
- Right to buy - This does not apply to a Supported Housing property within a complex in accordance with the Housing Act 1985. Some properties currently identified as older person housing which do not meet the minimal criteria may be still be eligible for the Right to Buy. In these instances you must seek advice if you would like to exercise this right BEFORE signing this agreement
- Right to repair
- Right to make improvements
- Right to compensation for improvements
- Right to see your housing records
- Right to be consulted
- Right to manage

1.3 Introductory Tenancies

As an Introductory Tenant you have the right to occupy the property for a trial period of 1 year beginning from the date which the Tenancy Agreement was entered into. Time already spent as an introductory tenant or an assured shorthold tenant of a registered social landlord counts towards the trial period, provided it was immediately before this tenancy started. The Introductory Tenancy can be extended by us by a further six months in accordance with Sections 125 and 125A of the Housing Act 1996.

With an Introductory Tenancy some of your rights are limited:

- No right to apply to buy your home (but the introductory period counts towards the discount)

- No right to exchange your home with another tenant
- No right to sublet your home
- No right to carry out improvements (but individual requests will be considered)
- Your tenancy can be brought to an end more easily
- No right to vote prior to transfer to a new landlord

An advice and information leaflet for housing applicants and tenants explaining the terms and rights of an introductory tenancy will be provided to you when you sign this tenancy.

Once the trial period has ended (provided proceedings to recover possession are not underway) you will have all the same rights of a secure tenant as you will then be a secure tenant

1.4 Demoted Tenancies

If you have a secure tenancy and we need to take you to court because you do not keep to the terms of your agreement, the court may decide to change your Secure Tenancy to a Demoted Tenancy. You will not have to leave your home but you will be given a Demoted Tenancy Statement of Terms and you will lose some of your rights these might include the right to buy your home, to exchange tenancies with another tenant, and to pass on your tenancy. A Demoted Tenancy will be reviewed after a set period of time and you may be given a Secure Tenancy Agreement again if there are no further problems.

1.5 Joint Tenancies

Joint tenancies are usually created when two or more people apply for housing together. Each joint tenant will then be jointly and individually responsible for keeping to the conditions of the tenancy agreement. This means that if one tenant breaks a tenancy condition, the other can also be held responsible. While your name is on the tenancy agreement, you are responsible for all the tenancy conditions – including paying the rent, even if you no longer live at that address.

1.6 Tolerated Trespasser

Where we have taken legal action as a result of

- you breaching the terms of your tenancy and the court grants an outright possession order or where
- you breach the terms of a postponed possession order (fixed date) or
- In the case of a postponed possession order with no fixed date, where an application to fix a possession date is granted by the Court.

From the date the court grants possession you will no longer be a tenant but become a tolerated trespasser. Any future payments made by the tolerated trespasser or persons acting on behalf of the tolerated trespasser will be accepted as use and occupation charges. These charges will equate to the rent payable for the property by a secure tenant. You will also lose all the rights of a secure tenant as detailed at Section 1.2 of this agreement, but it will be a condition of your tolerated trespass that you comply with your obligations under this tenancy as if it still existed.

1.7 Supported Housing

As a tenant in receipt of a supported housing service you will receive support from a Supported Housing Officer. Details of the support service you require will be detailed in your Support Plan which will be reviewed no less than annually.

The charge for the support service may vary depending on the level of support you receive. If you are in receipt of housing benefit your support service will be paid on your behalf. If you are not on housing benefit you can apply for a financial assessment. The Financial Assessment & Benefits Team can be contacted on 01753 875776. This assessment will work out how much you will have to pay towards your support service.

In the event that you no longer require the support services you must provide four weeks notice of termination in writing to terminate the support service.

There are two types of supported housing

- (a) **Supported Housing Complexes** (sheltered)
- (b) **Outside Schemes**

Only people aged 50 or over are eligible for supported housing and if this tenancy is for a Supported Housing Complex (sheltered) or Outside Scheme (Ground floor) then it is a condition of the tenancy that the tenant is aged 60 or over. If this tenancy is for an Outside Scheme 1st floor property then it is a condition of the tenancy that the tenant is aged 50 or over.

We will not agree that children (under the age of 18) reside in any supported housing property

1.8 Other Definitions

Your Home – the property shown in your tenancy agreement, including any land you are entitled to use as your private garden (also referred to as the ‘property’ or the ‘premises’).

Shared Parts – any part of the block or grounds which you and tenants from other households can use, for example halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

Block- the building your home is in if your home is a flat or maisonette.

Estate – the area your home is in or the area around your home.

Racial Harassment – verbal or physical threats made towards someone because of their colour, race, nationality, or ethnic or national origins. It includes attacks on property as well as the person.

Sexual Harassment – verbal or physical threats made towards someone because of their sexuality. This will include attacks on property as well as the person.

Disability Harassment – verbal or physical threats made towards a person due to a visible or non-visible disability e.g. mental health. This will include attacks on property as well as the person.

Anti-Social Behaviour – a wide range of unwelcome behaviours, both serious and minor towards other people, including neighbours, their families, visitors, property and employees, agents or contractors of ours. In all instances this type of behaviour causes or is likely to cause harassment, alarm, distress, nuisance or annoyance to one or more persons and can occur through an inconsiderate attitude. This behaviour may or may not be the result of racist or prejudice beliefs based on race, religion, sexuality, disability, age or personal dislike.

Supplement Agreement (in all cases where you owe us money)

If you have previously occupied other properties let by us and you owe us money for rent, other charges or rechargeable repairs for these, you will be required (by way of a Supplement Agreement to the new tenancy) to pay the debt at an agreed rate per week. The supplement to the Tenancy Agreement will be signed by both parties prior to the new tenancy and will form part of the new tenancy. If you fail to make the payments it will be a breach of your new tenancy and we could seek a Court Order for possession of your home.

Repairs which are your responsibility

If repairs are needed because of alterations, damage or neglect caused by you, your family, lodgers, tenants or your visitors, you will be responsible for the repairs even if it is something the Council will normally do. If you do not do the work we will do it and you will have to pay the bill. In some cases we may pursue payment from you through the courts and/or a debt collections agency. Any additional costs involved will be passed on to you.

Examples of costs that you must pay include:

- The cost (for each window or lock) of gaining entry to your home if you lock yourself out
- The cost of re-glazing a broken UPVC window or door pane that you have broken or otherwise damaged
- The cost of renewing a wash hand basin and pedestal that you have broken or otherwise damaged
- The cost of renewing a wooden front door and frame that you have broken or otherwise damaged

Payment for rechargeable repairs is due as soon as you are invoiced for the work or as otherwise agreed between you and us.

Written Permission

Wherever in this tenancy you must obtain our written permission before doing something, we will respond in a timely manner and will not unreasonably refuse permission. Any conditions we attach to the permission will also be reasonable. If you fail to get our prior written permission when you are required to do so, you will be in breach of this tenancy agreement.

2. Changing the Terms of this Agreement

Apart from changes to the rent, support charge (for supported housing tenants only) or any service charge that you have to pay for your home, we can only vary the terms of this tenancy agreement after we have asked you for your views in accordance with the Housing Act 1985. We will take account of all the comments we receive before we make any decision about changing these terms. We will then give you four weeks notice before any changes come into force.

Specifically in relation to the support charge this charge will change dependant on the level of need and will be varied directly based on the need of the tenant on a weekly basis.

We do not need to ask for your permission before changing your rent or any service charge that you may have to pay, but we will give you at least 4 weeks notice *in writing* of these changes.

We will consult Slough Federation of Tenants' and Residents' (the Fed) and elected tenant representatives on any changes we plan, including changes to the rent and other charges. Any comments we receive from them will be considered and taken into account.

3. The Tenancy

We will not interfere with your right to live in your home except as set out in conditions 9 and 12.

Introductory tenancies can be extended for a further six months by us serving a notice of extension on the tenant at least eight weeks before the original expiry date of the introductory tenancy. The notice will include reasons for the extension and inform the tenant of the right to request a review of the decision.

With all types of tenancy we can only end it by getting a possession order from a court.

4. Rent and service charges

4.1 Rent

You must pay the rent and any other charges every Monday in advance for the week to come or as otherwise agreed between you and us. The first payment of two weeks in advance is due on the date the tenancy begins. You can pay your rent and other charges on a calendar monthly basis but the payment must be in advance for the month to come. You must not fall behind with your rent and other charges.

Where any rent is payable by Housing Benefit you are responsible for making and pursuing any claim you might have for Housing Benefit. Housing Benefit will not pay your water rates charge or charge for heating and hot water for personal and family use. You must ensure this is paid regularly to us and in advance. Payments for hot water and heating to communal areas are paid by Housing benefit where you are in receipt of this benefit.

If you ask to see your rent record, we will send it to you within seven days of receiving your request

If we want to change the rent and other charges, we must send you notice giving details and the date the change will take place. This date will be at least 4 weeks after the date of the written notice. See also condition 2.

4.2 Service Charges

Water rates are included with your rent. Other examples of service charges that may be payable with your rent could include:

- Contents insurance (if this has been requested by you)
- Caretaking (if this is provided where you live you will be provided with a timetable)
- Communal Grounds maintenance (grass cutting, hedge cutting weed control to hard surfaces)

A breakdown of your rent and service charge payable is shown **on the front page of your tenancy agreement**

4.3 Arrears of Rent from previous properties

Where we ask you to enter into a **Supplement Agreement** to pay these other arrears we will:

- (a) debit your current rent account with any money owed for rent or charges for any previous properties and use any money paid by you to reduce that existing debt; or
- (b) credit your current rent account with any credit of rent, charges or other payments in respect of any previous properties.

4.4 Contents insurance

We recommend that you take out contents insurance as it can protect your belongings and decorations in case of accidental damage, fire, flood, theft, lost etc. The landlords insurance does not cover the tenant's possessions.

5. Using the Property

- (a) You **must** live in your home as your only or main home. If you are going to be away from your home for more than 42 days in a row you must inform us of this absence in writing. You should tell us:
 - When you are likely to return;
 - Where you are going to be and how you can be contacted
 - What arrangements you have made for payment of the rent; and
 - The name of anyone who will be in your home while you are away
- (b) You must not permit your home to become overcrowded.
- (c) You must not use (or let anyone else use) your home as anything other than a home. If you wish to operate a business from home you must request prior

written permission from us. It is your responsibility to obtain any necessary planning permission. No permission will be granted by us which would result in a breach of Planning Regulations or cause nuisance or annoyance to neighbours or persons in the locality.

- (d) You must take proper care of your home, its decoration and its fixtures and fittings. You must also take proper care of the block and the estate. You must pay for any damage you cause. However, we will not charge you for fair wear and tear or any damage resulting from our failure to carry out our duties.
- (e) You must make sure that nothing is thrown, dropped or allowed to fall from any window or balcony or any part of the outside of the property onto or into other land or property. You also must not store items or dispose of unwanted large items in the shared parts, block or on the estate.
- (f) You must not keep any moped, motorbike or similar vehicle, or any other machine driven by an internal combustion engine, inside your home, in an area which causes obstruction to any pedestrian, or in any outbuilding **such as a shed which is directly attached to your home without first obtaining our permission in writing.**
- (g) You must make sure that you keep the whole of your property including any garage, outbuilding, yard, garden or land, clean tidy and free from rubbish. You must look after the garden or any other ground including hedges, flower boxes and pots and keep any trees, bushes, shrubs, or grass at a reasonable size or height.
- (h) You must not replace, add to, alter or make improvements to your home including building any wall or erecting any structure inside or outside the property (e.g. shed, garage, kitchens, bathrooms, windows or something similar) unless you have our prior written permission. You must not allow any of the boundaries of the property to be changed or create hard standing to allow for the parking of vehicles without our prior written permission and all other appropriate permissions (e.g. planning permission).
- (i) You may only park or keep cars and personal vehicles (not including lorries, coaches and caravans) in a garage or parking space you rent from us or in a parking area we have set aside. We do not allow parking on grassed areas and pavements unless they are clearly marked as parking areas. If a car or other vehicle is parked on our property or land outside, it must be in a roadworthy condition.
- (j) We may clamp or tow away any vehicle which is not parked in a clearly marked parking area or which obstructs other tenants or emergency vehicles. We may also ask you to pay any costs involved in doing this.
- (k) You and members of your family including your visitors must not repair vehicles in the area around your home.
- (l) We may remove and dispose of any vehicle that is not roadworthy, is not taxed or which appears to have been abandoned. We may ask you to pay any costs involved in doing this.

- (m) You must not bring into or store at the premises any gas canister which could present a potential fire hazard.

6. Lodgers and Subletting

6.1 Taking in a Lodger

If you are a secure tenant you may take in a lodger, whether or not you receive a payment from them, but you must tell us in writing before or at the time you do so.

If you live in a Supported Housing property we will not agree that persons under the age of 18 reside in any supported housing property (we will discuss your requirements for alternate housing if it is essential that persons under the age of 18 reside with you). You must seek written permission before letting anyone else come to live at your property.

6.2 Subletting your home

You must not sublet **your entire** home or stop living in it. You must not sublet **part** of your home without first getting written permission from us. We will not refuse to give our permission, or attach conditions to our permission, without good reason.

If you ask us for written permission to sublet part of your home, we must reply within 4 weeks. If we do not reply within 4 weeks, you can assume we have given consent. If we refuse to give you our permission, we must give you our reasons in writing.

6.3 Lodgers and Subletting for Introductory tenants

You must not take in any lodger or sublet the whole or any part of the premises whilst the tenancy is an introductory tenancy.

7. Transferring & Passing On the Tenancy

- (a) You can only transfer your tenancy if:
 - (i) The tenancy is secure (not introductory) and we agree that you can exchange your home with another Local Authority or Housing Association tenant;
 - (ii) The transfer is ordered by court; or
 - (iii) The tenancy may be transferred to a person who would be entitled to it 'by succession' if you died (see below).
- (b) If you are a joint tenant and you die the other joint tenant(s) will continue to hold the tenancy (by the law of 'survivorship')
- (c) If you are a sole tenant and you die, the tenancy will pass – by succession either:
 - (i) To your husband, wife or registered Civil Partner (same sex couples) provided they were living in the property as their only or principal

home with you when you died or if you have no husband/wife/Civil Partner

- (ii) To a partner, or another close member of your family (parents, grandparents, children, grandchildren, brothers, sisters, uncles, aunts, nephews and nieces – including step-relations) provided they were living with you for 12 months before you died and were living in the property as their only or principal home with you when you died.
- (d) You may also pass the tenancy on to someone who meets the definition and criteria of a successor whilst you are alive.
- (e) In the case of a supported housing tenancy generally, only people aged 50 or 60 (depending on the type of supporting housing) and above are eligible for supported housing. Succession to the tenancy of the occupied property will not be guaranteed if the qualifying successor does not meet the age restriction requirements.
- (f) Currently the law provides that there may be only one succession of a tenancy.

8. Our Repairs and Maintenance Duties

- (a) We will keep the structure of your home (including the roof, walls, drains, gutters and outside pipes) in a good state of repair.
- (b) We will keep in good working order, the systems we have provided for:
 - Supplying water, gas and electricity (including basins, sinks, baths and toilets); and
 - Heating your home and water
- (c) We will repair the structure and outside of the shared parts (including entrances, staircases and roofs).
- (d) We will repair any lifts, shared TV aerials, entry phone systems, fire and emergency equipment, lighting in shared parts and facilities for storing and getting rid of rubbish.
- (e) We will repair the drains, lighting on estates, service roads, play areas on estates and other facilities we supply.
- (f) We will take reasonable steps to keep the estate and shared parts clean and tidy and to keep the grassed areas and any flower beds, hedges and trees on the estate neat and tidy.
- (g) We will provide a caretaking service where appropriate and provide you with a schedule and timetable of work.
- (h) We will decorate the outside of buildings. We will notify all tenants of our intention to undertake this work and how often in our newsletter

9. Allowing access into your home

9.1 Rights of access

- You must allow our staff and contractors to enter your home to inspect it and to carry out duties under these conditions. We will always provide identification when we visit and except in an emergency will give you reasonable notice before we visit.
- In the event of an emergency which could result in injuries or damage to the building or requires the property be secured, we and anyone we employ may enter your home without agreeing a time with you or giving you notice.
- You must allow us to enter your home to carry out a tenancy check; this will include a survey or maintenance inspection.
- You must allow us to enter your home in order to accompany and show the property to prospective new tenants during normal working hours provided we have given you reasonable prior notice.

9.2 Gas Servicing

By law, we must carry out an annual gas service in your home. Each year you will be contacted by our agents/contractors for an appointment in your home so that the work can be carried out. This applies even if you do not have any gas appliances within the dwelling since a gas pipe may still lead into your property. You must allow access to your home in order for the annual check to be carried out. Failure to do this will mean that you will be in breach of this Tenancy Agreement, leading to legal action if necessary to force entry to your home. Any charges incurred in taking this action must be paid by you.

10. Nuisance and Harassment

10.1 Expectations of you as a tenant

You, members of your family, tenants or lodgers including your visitors must not

- racially, verbally or physically abuse, threaten, intimidate, cause nuisance to or annoy or harass your neighbours, their visitors or family members, staff, agents or our contractors or anyone else in the area surrounding your home, block or the estate including at any local shops.
- cause noise nuisance (including from noisy parties, shouting, fighting, screaming, dog barking, televisions, stereos, musical instruments, motor bikes and/or any other item capable of making a noise). You must be extra careful with noise in the evening or early in the morning, when other tenants may be sleeping.
- commit a criminal offence in or around your home, the block or the estate. You and members of your household including any visitors must not engage in illegal or immoral activities like drugs and prostitution in or around your home, the block or the estate. You must not commit arson.
- allow your home to be used in connection with the unlawful use, production or supply of drugs or any other unlawful use such as prostitution or storing stolen goods.
- write graffiti or damage property.

- (f) fly tip, but must dispose of any unwanted items/rubbish in the correct lawful manner.
- (g) You are prohibited from keeping any pets on the premises that harm the property, or would affect later tenants or which is a nuisance to other residents, anyone we employ, agents or workers.
- (h) You must not use or threaten to use violence towards any member of your household or to any other person living in or visiting your home.

10.2 Options to Stop Anti-Social Behaviour

Where there are problems we may use Good Neighbour Agreements, Parental Control Agreements, Acceptable Behaviour Contracts, Mediation, Notice of Seeking Possession, Injunctions, Anti-Social Behaviour Orders, Demotion Notices and Orders or any other similar means of encouraging or requiring you to stop the behaviour. You will be expected to cooperate with these in order to comply with your tenancy agreement.

In order to decrease anti-social behaviour we will share information, including information you have provided, with other agencies including the Police, Social Services, Education and Youth Offending Team and other landlords.

If you breach your tenancy conditions, there is a possibility we may evict you from your home. We could also suspend any application you make for a transfer or to buy your home.

11. Information to Tenants

(a) **Data Protection Act 1998.**

You have the right to see all the information that we hold on you on both our computer and manual records. You may not see information about other people unless they have given their written consent. This includes information about members of your family unless a court has made the decision that you should be permitted access to this information. If you decide you want to see your file, your request must be made in writing. A £10 administrative fee will be charged.

You also have the right to ask that any information we hold that you feel is incorrect or has been misrepresented be corrected. Where we disagree that the information is corrected you may ask that your disagreement be recorded.

(b) **The Freedom of Information Act.**

You have the right to access to all types of recorded information held by a public authority. Subject to certain conditions and exemptions, anyone who makes a request to a public authority for information will be entitled to receive it.

Information requested, unless exempt from disclosure under one or more exemptions contained in the Act, must be supplied within 20 working days of

the request. A refusal to release the information must be given in writing and the reasons for refusal specified along with the applicant's right to appeal.

If your request requires clarification or further collating of information then you will be contacted. A fee may be payable for providing some information. If the information requested is already published then you will be notified of this and how to obtain it.

12. Ending the Tenancy

- (a) If the tenancy is a joint tenancy, a joint tenant may end the tenancy by:
- giving us 4 weeks notice;
 - The 4 weeks notice must be given in writing using the forms we supply, which are available upon request and must end on a Sunday or Monday.

Where full four weeks Notice to Terminate the joint tenancy is received then both parties to the tenancy will cease to be tenants upon the expiry of the notice.

- (b) While a secure or introductory tenancy is in force; **we** can only end it, if we get a Possession Order from the court.
- (c) If this tenancy stops being a secure or introductory tenancy (e.g. because you stop using it as your only or principal home or you sublet the entire property or there is no-one qualified to succeed when you die), then we can end the tenancy by serving 4 weeks Notice to Quit. If there is someone in the property when the Notice to Quit ends we will still need to get a Court Order to evict the person.
- (d) When your tenancy ends you must make sure that you leave your home empty, clean, tidy and in a good state of repair and decoration. This includes the loft, sheds and gardens which must be clear of all items. You must provide keys to all locks by the date the tenancy ends. We can charge you the cost of any repairs, cleaning and decorating we need to do if you do not leave the property in a reasonable condition.
- (e) If any goods belonging to you or left by you remain in or about the Premises at the end of this Tenancy the goods shall be conclusively presumed to have been abandoned by you and we shall be immediately entitled to dispose of those goods either by sale, gift, destruction or as we otherwise see fit without liability to you for the goods.
- We will be entitled to charge you for any reasonable costs we incur, in controlling, removing, storing or disposing of such goods.
 - We shall be entitled to use the proceeds of disposal (if any) of the goods towards settling any arrears of Rent or other monies that you owe to us and if there is any balance of proceeds of disposal after payment of any sums of money due from you to us such balance will be paid to you

Notices

If we serve any notices on you under this tenancy agreement then they will be properly and validly served (even if you do not actually see them) if we:

- Hand them to you or
- Send them by post or leave them at the property this tenancy applies to.

Notice under section 48 of the Landlord and Tenant Act 1987 and address for service of any notices that you want to send to us:

To be advised

If you need to obtain our prior written permission for doing something under this tenancy agreement then you should write to:

To be advised

Your housing contacts

People 1st (Slough)
P.O. Box 580,
Wellington House
20 Queensmere
High Street
Slough SL1 1FB

Fax: 01753 875499
Minicom: 01753 474100
Email: enquiries@people1stslough.co.uk
Web: www.people1stslough.co.uk
Telephone: 01753 875491 or 875492

My Council
Landmark Place
High Street
Slough SL1 3UQ
Telephone: 01753 475111