

**Stevenage Borough Council  
Termination of Tenancy Form**



Please fully complete this form. If you have any concerns or queries please get independent legal advice.

Once completed you can return this form to us via email: [HousingBusinessSupport@stevenage.gov.uk](mailto:HousingBusinessSupport@stevenage.gov.uk)

Address of property: (if applicable include Store No and Location)	Date keys are to be returned (see Note 2 overleaf):

Date you wish your tenancy to end:	Reason for termination:

I/We are aware of my/our responsibilities as set out in the Tenancy Agreement. I/we confirm that the information I/we have provided is correct and give notice to terminate my/our tenancy of the above property on the date shown.

I/we have read and understood the notes overleaf; including what must be done to the property before I/we leave, and agree to repay all housing related debt before I/we leave. I/We agree to our information being shared where Stevenage has a duty to do so to recover debts, for legal reasons.

I/We agree to remove all furniture and personal possession (including in the garden and loft), and any animals, and to leave the property in a clean lettable condition. I/We understand that any necessary work to clear or repair the property including the garden by Stevenage Borough Council will be recharged to us, and that anything I/We do leave behind, may be disposed of in any way Stevenage Borough Council wishes.

I/we understand that any possessions remaining in the property after termination of the tenancy will be assumed to be unwanted, will vest in the council and will be disposed of; it is not the council's responsibility to store these for any period unless prior arrangement has been made in writing.

I/we understand that during the four week notice period it will be necessary for your voids team to complete a pre-termination inspection of the property. I/we will allow access to the property for this inspection to take place before I/we leave. If I/we do not hear from you I/we must call you on 01438 242242 to set this appointment up.

<b>Full name (Tenant 1):</b>		<b>Full name: (Tenant 2)</b>	
<b>Forwarding address:</b>		<b>Forwarding address:</b>	
<b>Telephone No:</b>		<b>Telephone No:</b>	
<b>Email address:</b>		<b>Email address:</b>	
<b>Signature:</b>		<b>Signature:</b>	
<b>Date</b>		<b>Date</b>	

### 1. How do I end a tenancy?

You, or if you are joint tenants, any one of you (unless the law provides otherwise), have the right to end the tenancy at any time.

If you want to bring your tenancy to an end you must complete a 'Termination of Tenancy' form.

You must give us four weeks' notice in writing and your tenancy can end on any day of the week. This is called the 'notice period,' which is a legal requirement that also applies to anyone acting for you. If you do not give proper notice, your tenancy will not end.

Please note that if you do bring this tenancy to an end:

- The full rent will still be due during the notice period even if the tenant has died
- We do not have to offer you alternative accommodation
- The termination notice will end the tenancy of any joint tenants
- You must not allow any person to remain living in the property when your tenancy ends. If you do, we will charge you for the property until the person moves out. You will also have to pay our legal costs of taking action to remove that person

### 2. How and where do I return the keys?

The keys to the following must be returned to us:

- All front door, side door and back door keys
- Electronic fob keys
- Any communal door keys
- Any shed, outbuilding and store keys
- Attached garage keys

These must be returned to the council offices no later than 12 noon the day after the tenancy ends (unless this is a Saturday, Sunday or bank holiday, in which case it will be the next working day). If the property is a sheltered property the keys need to be returned to the Warden's office.

If we do not receive the keys on time, you will continue to be responsible for paying the rent and charges for the property. You will also have to pay for any damage caused if the property is left unsecured.

When you end the tenancy you must give us vacant possession. This means that:

- No one else can be living there
- You need take all pets with you
- We will consider as abandoned any belongings left in the property on the date the tenancy ends and charge the Estate the full cost of disposal including admin fees and VAT

### 3. Right to Improve Scheme

If you wish to make a claim under the Right to Improve Scheme, the claim can only be made within 28 days before the termination or within 14 days after the termination date. To qualify on this scheme you must have received a letter/s of permission to carry out the improvement/s and you must be able to provide evidence of your expenditure.

### 4. How should the property be left?

You should completely clear the entire property including: Loft, all storerooms, sheds, outbuildings, front & rear gardens, all flooring including underlay carpets, laminated flooring & related insulation, outbuildings, garages

You must leave the property in a clean and tidy condition and in accordance with our leaving standards and conditions. This means:

- Thoroughly cleaning the bath, toilet pan and wash hand basin
- Washing all tiled floors and all painted surfaces
- Thoroughly cleaning all ceramic tiled surfaces
- Sweeping all floors (and scraping floors after removing carpets)

- We will hold you responsible for any damage to the structure of the building or to fixtures and fittings that is not caused by fair wear and tear.
- The structure of the property and any fixtures and fittings must be left in a responsible condition subject to fair wear and tear

If you any fittings that belong to you, you must:

- Make good any damage caused (e.g. to the plasterwork)
- Replace any items that you remove with goods of a reasonable quality

If you remove or damage any fittings including any alterations we may hold you reasonable for:

- Any costs incurred by us for the damage to these alterations and the cost of reinstalling them including current administration charge.
- Any rental loss carrying out the works required. You will be recharged for the cost of replacing all locks, keys and access fobs. A further week's rent will be charged each week until the keys are received.

### 5. I have items I do not need where can I take these?

If you need to use the council's bulk refuse service please arrange this with Environmental Operational Services on **01438 242242** so that the rubbish is removed before you return the keys. You cannot use this service after you hand in the keys. Refuse can be disposed of at the household waste site in Caxton Way at no charge. We will not accept responsibility for items left behind and will recharge you for their removal and disposal, even if there is only one item to be removed.

[www.stevenage.gov.uk](http://www.stevenage.gov.uk)

### 6. What are the costs involved in ending a tenancy?

There may be charges for redecorating, cleaning and removing rubbish that you must pay for. Please speak to Tenancy Services if you need any more information.

Any rent arrears, court costs and rechargeable repairs invoices must be paid in full or a regular instalment plan must be agreed prior to your moving date and adhered to until the debt is cleared in full. Upon non-payment of all housing related debt Stevenage Borough Council reserves the right to recover said debt using our external debt collecting agency or referral to the small claims court. Please note that court action may affect our credit rating.

### 7. How can I contact you if I need more help?

For more information about ending a tenancy after a tenant has died please see our website [www.stevenage.gov.uk](http://www.stevenage.gov.uk) or contact us on 01438 242666.

### 8. What else should I do at this time?

- Notify Council Tax and Housing Benefit (if applicable)