

Assured Tenancy Agreement



In this Tenancy Agreement words in italics are for information purposes only and do not form part of this agreement.

Tenancy Details

This Tenancy Agreement (the "agreement") IS Made Between

Name and address of association: **Connect Housing Association** ("Connect", "us" or "we") of 205 Roundhay Road, Leeds LS8 4HS which is registered with the Tenant Services Authority under section 3 of the Housing Act 1996.

(You should serve any notices (including notices in legal proceedings) on us at the above address.)

AND

Full name of tenant(s): _____ ("you").

(If there is more than one tenant, the word "you" applies to all of you and the names of all tenants should be written above. Each tenant individually has all the rights and responsibilities of this agreement.)

Address of your home: We grant you an assured tenancy of _____

(the "home"), and the use of any communal areas we provide to be used in connection with your home for the benefit of the home and for us, our staff, visitors, and other tenants and occupiers.

Charitable Status: The home that is the subject of this tenancy is held by a charity that is an exempt charity.

Description of your home: Your home is: _____
and includes any fixtures, fittings, garden, paths, hedges, fences, garages and outbuildings owned by us and used with your home.

The Maximum Number of People Who Can Occupy

Your Home Is

Date of start of tenancy agreement: The agreement begins on _____ and is not an assured shorthold tenancy.

Term This tenancy is for an initial term of one week and after that weekly.

Payments for your home:	Net rent	£	_____	(the "net rent")
	Service Charge*	£	_____	} (together known as the "service charge")
	Water Rates	£	_____	
	Heating Charge	£	_____	
	Total payment	£	_____	(the "rent")

*If we make a service charge for the services we provide, a list of those services is attached to this agreement at Annex 1 (the "services").

1. General Terms

You And We Agree:

Payment for your home

- 1.1 You must pay us the rent for your home. The rent is due in advance every Monday, but you can pay more in advance if you choose.
- 1.2 In this agreement the term "rent" refers to the net rent and service charge set out in the details above, which may vary from time to time under the agreement. Your rent is calculated so that there are four rent-free weeks when you do not have to pay your rent. If your rent is in arrears, you will have to continue to make payments to your rent account during the "rent free" weeks in order to reduce your arrears.

Changes in Rent

- 1.3 The rent will be decided in the way set out in Sections 13 and 14 of the Housing Act 1988. *This means that we can increase or decrease the rent by giving you not less than a calendar month's notice in writing of the change. The notice shall specify the revised rent. We will normally review the rent on the first Monday of April each year.*

*The revised rent shall be the amount specified in the notice of increase or decrease unless **either**:*

- *you and we agree to a different rent; **or***
- *you exercise your right to refer the notice to the Rent Assessment Committee to have a market rent determined. The Rent Assessment Committee is an independent panel of persons who can decide a market rent. If the Rent Assessment Committee decide a market rent, the rent you will have to pay for one year after the date stated in the notice will be the market rent the Rent Assessment Committee decides on.*

Service charge

- 1.4 The service charge forms part of the rent and will be increased or decreased in the same way as the rent.

We will review the charges for the services in line with our service charge policy. Since the service charge is part of the rent, if you refer the notice mentioned in clause 1.3 to the Rent Assessment Committee, the market rent the Rent Committee decide will include an amount payable for the services.

Housing benefit

- 1.5 You may be entitled to claim housing benefit to pay some or all of your rent. On request, we may help you with making your claim. *You will remain responsible for the rent and it is in your interest to make and manage any benefit claim.*

-
- 1.6 If you are entitled to receive housing benefit you should write to the housing benefit office asking them to pay your housing benefit direct to us.
- 1.7 If your circumstances change, you must tell the housing benefit office and us of this immediately in case it affects your housing benefit. We will reclaim from you any housing benefit which we have to refund to the housing benefit office. By law, we must tell the housing benefit office if we are aware of any change to your circumstances that affects your housing benefit.

Payments

- 1.8 If you leave your home to become our tenant in another home:-
- we are entitled to claim all payments subsequently made by you to settle any outstanding debt due from you to us for this agreement;
 - we are entitled to credit your rent account in respect of the new agreement with any rent due from us to you for this agreement.

Altering the agreement

- 1.9 We can make changes in the rent and service charge under clauses 1.3 and 1.4.
- 1.10 Other changes in the terms of this agreement can be made:
- (a) by written agreement between you and us; or
 - (b) by the process set out in clause 1.11.
- 1.11 We may change the terms of this agreement by taking the following steps:
- (a) We must write to tell you what change we propose and how it will affect you.
 - (b) We must give you reasonable time to respond to us about the proposal or its effect or both. What is a reasonable period will depend on the circumstances, and you must tell us if you need more time for any special reason.

-
- (c) We must consider any comments put forward by you or on your behalf.
 - (d) We must give written reasons for accepting or rejecting what you say, whether or not we decide to carry out the proposal.
 - (e) If we provisionally decide to make any significant change to the proposal, we must write to tell you so and give you reasonable time to respond again.
 - (f) We must decide whether to vary the agreement in the light of the comments put forward by you or on your behalf. If appropriate, we may write to tell you what changes we have decided to make and why; how they will affect you; and when they will happen. (This is called serving a notice of variation. The date it comes into force is called the effective date).
 - (g) The agreement is varied accordingly from the effective date, unless within four weeks of the effective date you have given a valid notice to quit to expire within four weeks of the effective date.
 - (h) There will be at least four weeks but not normally more than eight weeks between the date of the notice and the effective date. This is to give you time to take advice as to whether to serve a notice to quit.

Service of notices

1.12 We may serve a notice on you under this agreement by:

- handing it to you or any joint tenant; or
- sending it by post or recorded delivery to your home or your last known address; or
- leaving it at your home or posting it through the letterbox.

It is your responsibility to make arrangements for the collection or forwarding of post sent to your home.

Other parties

- 1.13 Nothing in this agreement gives any other person any benefit or the right to enforce any term of this agreement. We may vary, or you and we may cancel, this agreement without the consent of any other person.

Changes in law and regulation

- 1.14 All references in this agreement to sections and schedules of Acts of Parliament include references to any amendments, variations, replacements or re-enactments made to those sections and schedules. Any reference to the Tenant Services Authority shall include any reference to a body which takes over the supervision of registered social landlords.

Condition of your home

- 1.15 You and we agree the schedule of condition which includes any photographs attached to this agreement at Annex 2 of this agreement represent the condition of your home at today's date.

Consent

- 1.16 Where you must obtain our consent under this agreement we will not unreasonably withhold it.

Visitors

- 1.17 In this agreement where we refer to "visitors" we mean your and your family's visitors.

2. Our Obligations

We Agree:

Possession

- 2.1. To give you possession of your home at the start of this agreement.

Your right to occupy

- 2.2. Not to interrupt or interfere with your right to peacefully occupy your home except when:
 - 2.2.1. we need access (*see clause 3.32*).
 - 2.2.2. a court has given us possession by ending the tenancy; or
 - 2.2.3. we need access to secure your home where we have reasonable cause to believe that you have surrendered your tenancy (*e.g. you have given back to us the keys to your home, left your home unsecure or you are away for longer than 4 weeks without telling us*).

Repairs

- 2.3. To keep in repair the structure and exterior of your home including:
 - 2.3.1. the roof but not including any TV aerial or satellite equipment erected other than by us;
 - 2.3.2. outside walls, outside doors, window sills, window frames (but not glass) including necessary outside painting and decorating, unless you must carry out these repairs under clause 3.21;
 - 2.3.3. internal walls, floors and ceilings, plasterwork, doors and door frames, door hinges and skirting boards, but not internal painting and decoration;
 - 2.3.4. chimneys and flues but not including sweeping;
 - 2.3.5. balconies, pathways, walkways, hallways, steps or other means of access (where we provide them);
 - 2.3.6. integral garages and stores (where we provide them);
 - 2.3.7. gates , boundary walls and fences (where we provide them or where they adjoin land we own or where they adjoin footpaths, rights of way, garage accessways or unadopted highways) *gates*

boundary walls and fences erected by you or by a previous tenant are your responsibility, and

- 2.3.8. drains, gutters and external pipes.
- 2.4. To keep in repair and proper working order any installations (when provided by us) in your home for space heating, water heating and sanitation, and for the supply of water, gas and electricity, including kitchen and bathroom fixtures, sinks, baths and toilets.
- 2.5. To keep the exterior of your home and any other common areas we own in a reasonable state of decoration.
- 2.6. To take reasonable steps to protect and keep in repair the lift services and other communal amenities where these are installed by us.
- 2.7. To maintain or repair any equipment necessary to deliver any of the services.
- 2.8. **We are not responsible** for any repairs or replacements needed to your home if they are needed because of damage or neglect caused by you, anyone living with you or your visitors or pets.

Information on housing management policies

- 2.9. To give you the information that the Tenant Services Authority says we must about our housing management policies.

Information

- 2.10. We agree to keep to the law in the Data Protection Act 1998 (as amended from time to time) including letting you look at information about you which we have on our computers or in any relevant filing system. You may also look at personal information held about you (except for information provided to us in confidence). You must pay a reasonable fee to us that will not be more than the maximum fee from time to time decided by Parliament. We will allow you to correct or record your disagreement with any information held by us.

-
- 2.11. We may disclose relevant information about you, members of your household and your visitors to your home to other organisations for the purposes of preventing and investigating crimes / anti-social behaviour and catching and prosecuting offenders.

Services

- 2.12. To provide the services which are defined on page 2 and set out at Annex 1 of this agreement for which you pay the service charge.

Insurance

- 2.13. To insure your home (including any fixtures and fittings belonging to us) against any risk (for example, fire) that we reasonably believe we need to. We will not insure your furniture, your personal possessions or your own fixtures or fittings, and we recommend that you get these items insured.

3. Your Obligations

You Agree To The Following Things

Use of your home

- 3.1. To take possession of your home when the agreement begins (unless we have agreed otherwise) and then to live there as your only or main home and keep it secure. If you have a joint tenancy, at least one of you must occupy the home as your only or main home.
- 3.2. Not to use or allowing anyone living with you or visiting you to use your home or the communal areas for immoral, unlawful or illegal purposes.
- 3.3. Not to operate a business at your home without getting our written consent and any planning permission that may be needed from your local council. You must pay any costs associated with you getting any planning permission that is required. Our consent can be withdrawn if the business disturbs your neighbours and you must then stop operating a business from your home.
- 3.4. Not to fix to or show on your home any notice, trade plate or advertisement without our written consent.

3.5. To tell us in writing if you are going to be away from your home for more than four weeks. *We may conclude you have surrendered your tenancy if you have left your home unsecure or you are away for longer than four weeks without telling us.*

3.6. To keep the gas and electricity supply connected to your home.

Possession

3.7. Not to part with possession of or sub-let the whole of your home.

Rent

3.8. To pay the rent in advance every Monday. We will permit you to pay monthly or fortnightly in advance on request.

Nuisance and antisocial behaviour

You are responsible for your actions and the actions of your family, anyone living with you and your family's visitors..

3.9. To ensure you or anyone living with you or your visitors do not engage in or threaten to engage in conduct which is capable of causing nuisance or annoyance to any person who:-

- has a right to reside in or occupy housing accommodation owned or managed by us; or
- has a right to reside in or occupy other housing accommodation in the neighbourhood of housing accommodation owned or managed by us; or
- is engaged in a lawful activity in or in the neighbourhood of housing accommodation owned or managed by us; or
- is employed in connection with the exercise of our housing management function, whether employed by us or not.

3.10. Examples of what you and people living with or visiting you must not do, cause, commit or allow include (but are not limited to):

- harassment on any grounds;
- the use or threat of violence;

-
- racist language or behaviour;
 - abusive or insulting words or behaviour;
 - damaging or threatening to damage property belonging to another person or their home;
 - writing graffiti;
 - behaving in an offensive or irritating manner (particularly when under the influence of intoxicating substances);
 - persistently making excessive noise which can be heard outside your home including arguing, door slamming and loud music;
 - using or allowing your home to be used for prostitution, dealing in or the use of any illegal drugs;
 - any nuisance or annoyance caused by pets including persistent barking and fouling; and
 - dumping rubbish at your home or in the locality.

3.11. Not to keep or use or allow anyone living with you or your visitors to keep or use any illegal drugs in your home or in the locality. *We consider it to be a serious breach of your tenancy if you use illegal drugs, harass people or cause a nuisance. You would be at risk of losing your home if you break these conditions.*

Racial and other harassment

3.12. Not to cause, commit or allow anyone living with or visiting you to commit any harassment which is or is likely to interfere with anybody's peace and comfort or cause them offence. This includes (but is not limited to) harassment on the grounds of colour, race, sex, sexual orientation, age, gender, religious belief, culture, ability, physical or mental disability or lifestyle.

Staff harassment

3.13. Not to threaten, intimidate, harass, cause alarm or distress or carry out any violent act, and ensure that no-one living with or visiting you does so, against any of our employees, agents or contractors, either when visiting you at your home or in any of our offices or anywhere else.

Domestic violence

- 3.14. Not to harass, assault, or mentally, physically or sexually abuse anyone living in your household.

Noise

- 3.15. Not to play, use or allow others to play or use in or in the locality of your home any audio equipment or musical instrument so loudly and persistently as to cause or be likely to cause a nuisance or annoyance to other tenants, members of their household, visitors or adjoining occupiers or so that it can be heard outside your home between 11.00p.m. and 8.00a.m.

Pets

- 3.16. To get written permission from us before allowing any animal to stay at your home.
- 3.17. We will not unreasonably refuse permission for you to have an animal staying in your home but we may withdraw permission or require you to remove an animal permanently from your home if it causes a nuisance to other people in the locality or causes damage. *We will only usually grant permission for a dog or cat if you have exclusive use of an externally opening door.*
- 3.18. You must keep any animals in your home under control at all times and in conditions consistent with their welfare.

Hazardous materials

- 3.19. Not to use or store in your home or any store, shed or garage any petrol, paraffin, liquid petroleum, calor gas heaters or other highly flammable materials other than usual household goods.

Internal repair and decoration

- 3.20. To keep the interior at your home in good and clean condition and to decorate all internal parts of your home as often as is necessary to keep

them in reasonable decorative order. You must not use textured coatings (artexing) on walls and ceilings. (*See also clause 3.29.*)

Minor repairs, maintenance and replacement

3.21. To carry out minor repairs and maintenance to your home, including (but not limited to):

- repairing any installation fitted by you;
- providing and repairing garden boundary fencing between properties, where attributable to your home unless we are obliged to maintain the fencing under clause 2.3.7;
- supplying and replacing fuses, light bulbs, electric plugs, fluorescent tubes and starters;
- repairing or replacing rotary clothes dryers (except where provided in communal areas);
- repairing and maintaining all garden features including ornamental paths and patios;
- supplying and replacing dustbins (except where provided in communal areas);
- replacement glazing (including all cracked or broken glass resulting from damage caused by you or anyone living with you or your visitors), except where we accept responsibility;
- filling in hairline cracks;
- refixing loose window handles and stays;
- replacing loose internal door locks, latches, handles, hinges, faulty letter boxes and locks (and providing new keys) where the keys have been lost;
- replacing or refixing hat and coat hooks, loose architraves, skirting boards, picture and dado rails, curtain battens and shelving;
- replacing or refixing wall and floor tiles and tiles on fire surrounds or hearths;
- replacing WC seats, sink and bath plugs and toilet roll holders;
- unblocking sinks, basins and bath wastes;
- replacing smoke alarm batteries; and
- infestation of fleas, wasps etc.

(*See also clause 3.29.*)

Improvements

- 3.22. Not to make any improvements, alterations or additions to your home without first obtaining our written consent. (Details of your right to make improvements are set out at clauses 4.23 – 4.29).
- 3.23. To comply with any reasonable conditions we may make in giving you consent to make improvements, alterations or additions to your home. Improvements, alterations or additions include (but are not limited to):
- installing central heating, a gas fire, fire surround;
 - putting up any structure in the garden of your home including a wooden shed or domestic greenhouse;
 - cutting down any tree or removing any hedge
 - making an entrance for vehicles from the road into the home;
 - putting up any radio or television aerial or satellite dish;
 - installing fitted wardrobes;
 - installing laminate or wooden flooring;
 - replacing any of our fixtures e.g kitchen units and bathroom suites; and
 - installing electrical fittings.

If you break any conditions we may, after giving you 28 days' reasonable written notice (usually), ask you to reinstate your property to its prior condition or enter your home to carry out the necessary work and charge you for the reasonable cost of the work.

- 3.24. We will not be responsible for maintaining repairing or replacing any improvement alteration or addition made to your home by someone other than ourselves.

See clauses 4.30 and 4.42 in respect of your right to compensation for improvements and your right not to have rent increased on account of your improvements.

Garden, Garage and Driveway

- 3.25. To keep tidy any garden, garage or driveway for which you are responsible.

-
- 3.26. If you fail to keep your garden, garage or driveway tidy, we may, after giving you 28 days' reasonable written notice (usually), enter your home to carry out any necessary work and charge you for the reasonable cost of the work.

Damage and neglect

- 3.27. To make good or repay to us the reasonable cost of cleaning, replacing or repairing any damage, other than fair wear and tear, done to your home or to our fixtures or fittings or to the common areas by you or anyone living with you, your visitors or pets (this includes the cost of making good unauthorised improvements).
- 3.28. To repay us the reasonable cost of damage to or clearing of blockages in WCs, drains and water pipes where you or anyone living with or visiting you caused the damage or blockage by neglect, wilful act or failure to act.
- 3.29. To repay us the reasonable cost of any work we carry out because you did not comply with clauses 3.20 (internal repair and decoration) and 3.21 (minor repairs, maintenance and replacement).

This means that you must pay for the repair of any damage caused by you, anyone living with you, your visitors and pets.

Reporting disrepair

- 3.30. To report to us promptly any disrepair or defect which you are aware of in your home or in the common areas and which we are responsible for repairing.

Freezing pipes

- 3.31. To take all reasonable precautions to prevent water pipes being damaged by frost during severe weather.

Access to inspect and/or carry out repairs

- 3.32. To allow us and our authorised employees, agents or contractors access to inspect and carry out repairs, servicing (eg gas servicing), improvements or other works to your home or your neighbours' homes and to inspect the

condition of your home or to investigate serious breach(es) of this agreement, as long as we give you notice in writing that we need access to your home. We will normally give at least 24 hours' notice but you must allow immediate access in an emergency. Where our authorised employees, agents or contractors have agreed a specific date with you and have gone to your home, and access was unavailable, we will charge you our reasonable costs.

Communal areas (if any)

3.33. Cleaning

3.33.1. Not to, or allow anyone living with you or visiting you to dirty any access, balcony or corridor outside your home and to share with other tenants of the building the cleaning of the common parts, except where we have agreed to clean such areas.

Storage in communal areas

3.33.2. Not to, or allow anyone living with you or visiting you to place or store any vehicles, prams, pushchairs, goods or any other articles in any communal area or balcony or allow motor cycles or similar machines to be stored or placed in any internal sheds or stores.

Obstruction

3.33.3. Not to, or allow anyone living with you or visiting you to obstruct the corridors, staircases, balconies, lifts, fire doors or fire-fighting equipment or cause a fire hazard.

Throwing articles

3.33.4. Not to, or allow anyone living with you or visiting you to throw any article from any landing, balcony, corridor or window.

Rubbish

3.33.5. Not to, or allow anyone living with you or visiting you to leave rubbish in communal areas.

Assignment (legal transfer)

3.34. Not to assign the agreement unless:

- ordered to do so by a court order; or
- you are exercising your right to exchange; or
- you are transferring the agreement by assignment to a person who would be qualified to succeed you under this agreement if you had died immediately before the transfer by assignment.

This means you do not have any automatic right to assign your tenancy agreement. If you want to change your tenancy you must talk to us first.

3.35. Not to accept or pay any money for an assignment.

Overcrowding

3.36. Not to allow more than the number of people allowed by law to live in your home. The maximum number of people allowed by law to live in your home is shown on the first page of this agreement.

Lodgers and sub-letting

3.37. Not to give up possession or sub-let part of your home except in the ways allowed in this agreement.

Parking and vehicles

3.38. Not to, or allow anyone living with or visiting you to:

- park vehicles anywhere which causes a nuisance or obstruction; or
- park vehicles anywhere at your home other than in a garage, car-port or on a suitably constructed hard-standing; or
- persistently carry out car repairs or carry out repairs which cause a nuisance to the persons referred to in clause 3.9 above; or
- park an unroadworthy vehicle on your driveway or near your home; or
- park at or near your home any commercial vehicle or untaxed or derelict vehicle without our prior written permission; or
- obstruct fire access points.

-
- 3.39. Not to keep any caravan, boat, or large commercial vehicle such as a lorry or trailer at or in the locality of your home or within any parking area or forecourt (unless you have first obtained our written permission).

We may remove vehicles in breach of these clauses 3.38 and 3.39 from our land and recover the reasonable cost of doing so from you.

Local Agreement

- 3.40. If a local agreement is attached to this agreement and initialled by you, you must follow the terms of that agreement.

Ending the tenancy

- 3.41. To give us at least four weeks' notice in writing (expiring at 10 am on a Monday) when you want to end the agreement. The notice period will commence on the date the notice is received by us. If you give less than four weeks' notice you will still be responsible for four weeks' rent. You must sign and date the notice and give us a forwarding address(es).

If you are joint tenants, only one joint tenant need give notice and it ends this agreement for all the joint tenants.

If you have died, your estate will still be liable to pay the rent until notice to quit has been served on us and expired and the keys of your home returned to us. *We may accept surrender of the tenancy without notice if your personal representatives clear your home of your fittings and contents and return the keys of your home to us.*

- 3.42. During the last four weeks of the agreement to let us enter your home and fix and retain anywhere at the home a board advertising it for reletting. *We may advertise your home using other means eg in a newspaper.*
- 3.43. During the last four weeks of the agreement, to let us enter your home with or without the prospective new tenants at any reasonable hour of the day, after first giving reasonable notice, to view your home to take photographs, measurements and prepare particulars and a schedule of condition. You must arrange to read service meters and end the

telephone contract, turn off the water supply and leave the electric cabling and any gas installation in a safe condition.

Moving out

- 3.44. To give us vacant possession of your home and return all its keys to us before 10 am on the Monday on which your agreement ends.
- 3.45. To remove all furniture, fittings (including floor coverings belonging to you), personal possessions and rubbish belonging to you and leave your home and our fixtures and fittings in a clean and lettable condition. Any items left in your Home after you have returned all keys to us or where your tenancy has ended may be sold or disposed of after attempting to give you notice. Our reasonable costs will be payable by you. Any money collected from any sale will be first credited against your rent account.
- 3.46. To pay us the reasonable cost of any removal, storage and other work that we carry out to correct any breach by you of this agreement.
- 3.47. After your tenancy has ended any money we hold for you will be first credited against your rent account.

4. Your Rights To Security Of Tenure

You Have The Following Rights

Right to occupy

- 4.1. You have the right to peacefully occupy your home without unlawful interference from us (except that we have a right of access set out earlier in this agreement).

Security of tenure

- 4.2. You have security of tenure as an assured tenant as long as you live in your home as your only or main home unless a Court grants a demotion order. We can only bring the agreement to an end by getting a court order for possession on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) or by obtaining a demotion order.

-
- 4.3. We will start possession proceedings only after we have given you a written notice of our intention to seek possession, unless the court grants an order that it is just and fair to act without giving notice. In most cases we will give you at least two weeks' notice, unless we are asking for possession under ground 14 (nuisance), when we will give you reasonable notice in the circumstances.
- 4.4. We may also apply to the Court for a demotion order on giving you two weeks' notice. If the order is made your assured tenancy will end and you will have a demoted tenancy. You can find out more about Demoted Tenancies and what they mean from our Anti Social Behaviour policy.

Grounds for possession

We can ask the court to make an order that you leave your home on the grounds contained in Schedule 2 of the Housing Act 1988 including those summarised below:

- 4.5. **Rent** – you have not paid the rent that is due (ground 10);
- 4.6. **Persistent delay in paying rent** – you have often paid your rent late (ground 11);
- 4.7. **8 weeks' rent is unpaid** – at the date of the notice and at the date of the hearing at least 8 weeks' rent is unpaid (ground 8);
- 4.8. **Breaching the terms of your agreement** – you have broken or not kept to any one or more of the terms of this agreement (ground 12);
- 4.9. **Damage to your home** – you, anyone living in your home or your visitors has damaged or failed to look after your home or any stairs, lifts, gardens or other common areas which you can use under the agreement. If the damage or failure is caused by someone who lives with you or your sub-tenant, you have not taken reasonable steps to get them to leave (ground 13);
- 4.10. **Nuisance** – you or anyone living in or visiting your home has behaved in a way that causes or is likely to cause a nuisance or annoyance to anyone living, visiting or carrying out a lawful activity in the locality, or you have

been convicted of using your home for immoral or illegal purposes or you have been convicted of an arrestable criminal offence carried out at or near your home (ground 14);

- 4.11. **Domestic violence** – your home was occupied by you and your partner and one of you has left because of violence or threats of violence made by the other partner to him or her (or a member of their family who was living in your home before they left) and the court is satisfied that they are unlikely to return (ground 14A);
- 4.12. **False statements** – we were persuaded to grant you the agreement as a result of a false statement made knowingly or recklessly by you or someone you encouraged to make it (ground 17);
- 4.13. **Getting the agreement under a will or intestacy** (dying without a valid will) – where someone who is not your spouse or partner or otherwise entitled to become the tenant of your home under this agreement becomes a tenant under your will or intestacy (ground 7);
- 4.14. **Alternative accommodation** – suitable alternative accommodation is available for you or will be available for you when the order for possession takes effect. (ground 9);
- 4.15. **Ex-employees** – where the agreement was granted to you because you were employed by us and you stopped being employed by us (ground 16);
- 4.16. **Reconstruction or demolition** – where, in certain circumstances, vacant possession is necessary to carry out work to your home. (ground 6).

Ending of assured tenancy

- 4.17. If the agreement stops being an assured tenancy (because, for example, you stop living in your home as your only or main home, or because you die and there is no-one to succeed you in accordance with clause 4.37) we can end this agreement by giving you (or, if you have died, your personal representatives), four weeks' written notice.
- 4.18. If the agreement becomes a demoted tenancy following a Court order, we can end the agreement by giving you two months' notice in writing.

Right to take in lodgers and sub-let

- 4.19. You may take in lodgers as long as it does not lead to overcrowding (according to the law) and you do not grant any lodger a tenancy. Before the intended lodger moves into your home you must tell us their name and date of birth.
- 4.20. You may, with our prior written consent, sub-let or give up possession of part (but not all) of your home.

When considering whether or not it is reasonable to withhold consent, we will take into account whether granting it will lead to overcrowding or whether we intend to carry out work that will affect the accommodation the sub-tenant is going to use, or both.

- 4.21. If we refuse consent, we will give you a written statement of our reasons for refusal. If we neither give nor refuse consent within one month, we will be treated as having withheld our consent.
- 4.22. If your home was built specifically for persons requiring such a home (e.g. persons over the age of fifty-five (55)) clauses 4.19 - 4.21 do not apply and you cannot take in a lodger or sublet.

Right to make improvements (see also clause 3.22)

- 4.23. You may make improvements, alterations and additions to your home as long as you have first obtained our previous written consent and all other necessary approvals (for example, planning permission or building regulations approval).
- 4.24. If there is a dispute about whether we have withheld our consent unreasonably, we must prove we did not do so.
- 4.25. When considering whether we were unreasonable to withhold consent, the factors to be taken into account will include how far the improvements would be likely to:
- make your home or any other property less safe for occupiers;
 - cause us to incur expenses which we would not be likely to incur if the improvement was not made; or

-
- reduce the price your home would fetch if sold on the open market or the rent we would be able to get on letting the home.
- 4.26. If we withhold consent, we will write to tell you why.
- 4.27. If we neither give nor refuse consent within one month, we will be treated as having withheld our consent.
- 4.28. We may make our consent subject to reasonable conditions. If there is a dispute as to whether any of our conditions are reasonable, we must prove they are. If you do not satisfy all or any of our reasonable conditions, you will be in breach of this agreement.
- 4.29. We may give valid consent even after you have made the improvement.

Right to compensation for improvements

- 4.30. We give you the right to reasonable compensation for improvements carried out with our permission and in accordance with any conditions we agreed at the end of the agreement in accordance with the Tenant Services Authority's Residents' Charter.

Right to repair

- 4.31. You have the right to have repairs carried out to your home as if Section 96 of the Housing Act 1985 (as amended) and the Regulations under that law applied to this agreement. *This means that if we or our contractors fail to carry out certain types of repairs in specified time limits, you can require us to appoint another contractor to carry out those repairs. You then have a right to compensation if that second contractor does not carry out the repairs within the specified time limits set out in the law that applies at the time of your claim.*

Right to consultation

- 4.32. We will consult you before making changes in matters of housing management or maintenance that are likely to affect you materially. We will inform you of our proposals and give you a chance to tell us what you think of them before we decide whether or not to go ahead with them.

Right to information

4.33. You have a right to information from us that the law and the Tenant Services Authority say we must provide including information about the terms of this agreement and about our:

- repairing obligations;
- policies and procedures on tenant consultation, housing allocation, transfer and equal opportunities; and
- principles for fixing rents.

4.34. You also have the right to be provided with information about our performance, as required by the Tenant Services Authority.

Right to exchange

4.35. You have the right to transfer this agreement to another tenant by way of an exchange with one other tenant (a “direct exchange”) or by exchanges that involve more than one other tenant (an “indirect exchange”) as long as:

- 4.35.1. every tenant involved in the exchange is a tenant of a registered social landlord or local authority or new town corporation or housing action trust or a housing trust which is a charity; and
- 4.35.2. every tenant has obtained written consent from their landlord to transfer their tenancy to you, or to another tenant whose landlord is one of the landlords listed above; and
- 4.35.3. if you are not transferring your tenancy to someone who is going to transfer their tenancy to you, the person to whom you intend to transfer your tenancy must be a tenant of one of the landlords listed above and must have their landlord’s consent to transfer the tenancy to you ; and
- 4.35.4. you get our written consent before the transfer (we will act reasonably when deciding whether or not to give you our consent in accordance with our policy on exchanges). *We have a policy on exchanges which is amended from time to time. A copy of that policy is available on request;* and

-
- 4.35.5. you keep any reasonable conditions we attach to our consent which relate to the payment of outstanding rent, putting right any breach of the agreement or keeping any obligations of the agreement; and the transfer will not result in your home being overcrowded at law or it being substantially under-occupied.

Succession to husband, wife or partner

4.36. On your death and as long as you did not become a tenant by succession, the agreement will automatically pass to your husband, wife or partner if he or she lives in your home as his or her only or main home when you die. You become a tenant by succession if:

- you became the tenant when your husband, wife or partner died because you lived in your home as your only or main home when he or she died; or
- you became the tenant under a previous tenant's will, or inheritance laws that applied to them; or
- you were a joint tenant and became a sole tenant when the other tenant(s) died; or
- you became the tenant by succeeding to a tenancy governed by the law in the Rent Act 1977 or the Rent (Agriculture) Act 1976; or
- before you were granted this tenancy of your home you became a tenant of the same home or substantially the same home by succession in one of the ways listed above, and since then you have been a tenant of this or substantially the same home; or
- you became the tenant under a right to be granted a new tenancy agreement which contained similar provisions to those in clauses 4.38 to 4.40 of this agreement; or
- you became a tenant when the agreement was transferred to you by assignment (a form of legal transfer) unless you were ordered to make the transfer by a court order and your husband, wife or partner had become a tenant by succession; or

-
- you became a tenant when the agreement was transferred to you under a right to exchange and you were a successor at your previous home.
- 4.37. We agree for the purposes of clause 4.36 to accept and treat anyone who was living with you as a partner, including a same-sex partner, as your husband or wife.

The purpose of the above provisions is to give one right of succession to you (unless you are a successor). E.g. if you are married and you die your spouse will succeed you.

Succession to member of family

- 4.38. On your death, as long as you did not become a tenant by succession, if you have no husband, wife or partner or they do not want the agreement, we will consider granting a new tenancy on the same terms and conditions as your agreement to a member of your family who lived with you during the 12 months just before you died as long as they make a claim within three months of your death.
- 4.39. Someone who is a member of your family includes your husband, wife or partner (including a same-sex partner), and your parent, grandparent, child, stepchild, grandchild, brother, sister, uncle, aunt, nephew or niece whether by blood or marriage.
- 4.40. If two or more members of your family qualify to be granted a new tenancy, either they can agree who is to apply to us to get the tenancy or we will decide for them.

If you die and you did not succeed to a tenancy and there is no-one who can succeed to the tenancy as set out in clauses 4.36 – 4.37 then we will consider granting a family member a new tenancy of your home in accordance with the above clauses. E.g. if you are a sole tenant and you are not married nor have a partner living with you but you do have a son who lived with you for at least 12 months ending with the date of your death then we will consider granting a new tenancy of your home to him.

Right not to have rent increased on account of your improvements

-
- 4.41. If you lawfully make an improvement under your right to do so in this agreement and have paid the whole or part of the costs of that improvement, we will not, at any time you or your successor is a tenant of your home, increase the rent on account of that part of the improvements for which you have paid.

What to Do If You Have a Complaint

We operate a formal complaints procedure. You can get a free copy of the procedure by contacting us at the address on page 1. If we fail to deal with the complaint, or in your view, continue not to comply with the agreement, you can obtain advice and information about your legal remedies from a local Citizens' Advice Bureau, a law centre or a solicitor. You can also complain to the Independent Housing Ombudsman. If you have a complaint concerning racial discrimination you can also complain to the Commission for Racial Equality.

We are subject to guidance on housing management issued by the Tenant Services Authority.

Signature(s) on behalf of the tenant(s):

(In the case of a joint tenancy each of you must sign)

Signed by the tenants: _____ Dated: _____

Signed by the tenants: _____ Dated: _____

Signed by the tenants: _____ Dated: _____



Signature on behalf of the association: _____ Dated: _____

Attachments

Annex 1 List of Services

Annex 2 Schedule of condition of your home showing the condition of
it when you entered into this agreement