

# ASTER

GROUP

## Starter Affordable Rent Fixed Term Tenancy Agreement – 6 years

**Customer name**

**Customer address**

For Office Use Only			
Tenure Code	ASASSH	Tenancy Code	2AFF6Y
TA Code	LETTAAFF6Y	Effective From	July 2015

## TRANSLATIONS

If you would like any part of a publication explained or translated in your language or, you need it produced on tape, on CD, or in Braille **or large print**, please let us know.

### Bengali

আপনি যদি এই গাইড বা নির্দেশিকার কোন অংশের ব্যাখ্যা অথবা আপনার ভাষাতে অনুবাদ চান অথবা টেপ, সিডি, ব্রেইল **অথবা বড় অক্ষরে** এটি লেখা চান তাহলে দয়া করে আমাদের জানান।

### Italian

Avete bisogno di chiarimenti su un opuscolo? Ne desiderate la traduzione nella vostra lingua? Vi piacerebbe vederlo riprodotto su audiocassetta, CD, in Braille o a **stampa larga**. Siete pregati di farcelo sapere.

### Polish

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### Portuguese

Se desejar obter qualquer parte de uma publicação explicada ou traduzida no seu idioma, ou se necessitar da mesma em cassete de áudio, em CD, em Braille **ou em letras grandes**, por favor informe-nos.

### Punjabi

ਜੇਕਰ ਤੁਸੀਂ ਕਿਸੇ ਵੀ ਪ੍ਰਕਾਸ਼ਨ ਦਾ ਕੋਈ ਵੀ ਹਿੱਸੇ ਦਾ ਵਿਵਰਣ ਜਾਂ ਅਨੁਵਾਦ ਅਪਣੇ ਭਾਸ਼ਾ ਵਿੱਚ ਚਾਹੁੰਦੇ ਹੋ, ਜਾਂ ਇਸਨੂੰ ਟੇਪ ਤੇ, ਸੀ ਡੀ ਤੇ ਜਾਂ ਬ੍ਰੇਲ ਵਿੱਚ **ਜਾਂ ਵੱਡੇ ਅੱਖਰਾਂ** ਵਿੱਚ ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਸਾਨੂੰ ਦੱਸੋ।

### Somali

Haddaad jeclaan lahayd qayb kastoo ka mida daabacaada oo lagu sharaxay ama lagu turjumay luqadaada ama, waxaa u baahan tahay in agu soo saro iyadoo lagu duubay cajal-maqal, lagu duubay CD, ama ku qoran qoraal indhoole ama **qoraal far-waawayn**, fadlan nala soo socodsii.

### Turkish

Bu yayının herhangi bir kısmının açıklanmasını, ana dilinize çevrilmesini, ses kaseti ya da CD'ye okunmasını, Braille körler alfabesi **ya da iri punto** ile basılmasını isterseniz, lütfen bize bildirin.

# Starter Affordable Rent Fixed Term Tenancy Agreement

## General

### Tenancy details

This tenancy agreement is between:

**The landlord: ("the landlord", "we" or "us")** [which is a housing association within the meaning of the Housing Act 1985 and a registered provider of social housing with the Homes and Communities Agency under Section 11 of the Housing and Regeneration Act 2008.]

Name of your landlord	
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Address of your landlord	
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Postcode	
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Telephone number	
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and:

**The tenant/s: ("the tenant" or "you")** (In the case of joint tenants, the term 'tenant' or 'you' applies to each of them and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out in this Agreement.)

Full name	
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Full name	
-----------	--

In respect of:

**The Property: ('the Property')**

Property Address	
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Postcode	
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Which comprises:

Property type	
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All our tenancies begin on a Monday or, if the period is monthly, on the first day of a month. If therefore you are allowed by us to move in before the Start Date, then you will occupy the Property as a licensee until that date. You must pay to us a licence fee equal to the Total Rent for this period. If this applies to you, the licence fee is set out below:

The date that you are allowed to move in is:

<b>Moving in Date:</b>	
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The tenancy created by this agreement starts on:

<b>Start Date:</b>	
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and is for a fixed period of six years.

<b>Licence Fee payable:</b> (If applicable)	£
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The following are the terms and conditions of your tenancy agreement. This is a legally binding document that sets out legal obligations which both you and we agree to.

If you owe us unpaid occupation charges arising from a previous agreement that you held with us, you agree that it is a condition of this agreement that you repay those charges. We will advise you of the amount that you must pay. Payments must be made at the same time as you pay the rent.

You should not sign this tenancy agreement if you do not understand these terms and conditions.

## 1 About this tenancy

### The tenancy

1.1 This is a fixed term Assured Shorthold tenancy agreement with a starter period.

1.2 By signing this agreement you and we are entering into a legal binding tenancy agreement and you will become our tenant with effect from the Start Date.

### The Starter Period

1.3 This tenancy is a starter tenancy. The purpose of a starter tenancy is to allow us to decide whether you can manage a long-term tenancy without breaking its terms. This means that for the first 12 months we will have additional powers to end this agreement and you will not have certain rights. This period is referred to as the 'Starter Period'.

1.4 In some circumstances, we may extend the initial 12 month Starter Period for up to a further six months. We will make this decision before the end of the 12 months and will write to tell you of our decision to grant the extension period and the reasons why.

### **Security of tenure**

1.5 You will remain an Assured Shorthold tenant so long as you occupy the Property as your only or principal home. If you fail to occupy the Property as your only or principal home, we can end the tenancy in the manner set out below.

1.6 We can 'break' (end) the fixed term of your tenancy by:

1.6.1 Giving one month's notice in writing to do so at any time if you stop occupying the Property as your only or principal home. A notice given for this reason may take any form.

1.6.2 Giving two months' notice in writing at any time during the initial Starter Period and any extension of it. If we do this we will tell you why we have served the notice and you will have the right to ask us for a review in accordance with our procedure.

1.6.3 Giving two months' notice in writing to do so at any time after three years from the Start Date on the grounds that we intend to demolish or reconstruct all or a substantial part of the Property (or the building of which it forms a part) and we cannot reasonably do so without obtaining possession. If we do this, we will offer you a new tenancy of suitable alternative accommodation for the period of this tenancy that remains unexpired at the date that the new tenancy is granted.

1.6.4 Giving two months' notice in writing to do so in the event that the tenancy devolves upon or vests in any other person on your death.

1.6.5 Giving two months' notice in writing to do so in the event that we become aware that you or a member of your household, either solely or jointly with any other person, own or rent any residential property which it would be reasonable for you to live in as your home. You must tell the Local Housing Office if you own a residential property or have another residential lease or tenancy.

Where we have agreed to give you two months' notice, we will have given you sufficient notice if we serve you with a valid notice under Section 21 of the Housing Act 1988. This is called a Notice Requiring Possession. At the end of the notice period, we may seek a possession order from the court. The court may not make an order for possession taking effect earlier than six months from the Start Date. If the court gives us the order, you would have to leave the Property.

1.7 In deciding whether to give notice in accordance with clause 1.6.5 above:

1.7.1 If you inherit a property we will not give you notice until you have owned the property for more than 12 months.

1.7.2 We will consider;

- (a) Whether the property is fit to live in.
- (b) Whether you have acquired the property for use as a holiday home only and whether it is only suitable for that purpose.
- (c) Whether the property is suitable for your household, taking into account the size of the property, your income and employment, any disabilities or medical problems you have and any other relevant circumstances.
- (d) Whether it would be reasonable in all the circumstances for you to sell the property or to surrender or assign any tenancy.

1.8 We can also end the fixed term of your tenancy for the purposes of Section 5(1)(c) of the Housing Act 1988 at any time by giving you notice in writing relying on one of the grounds listed in Schedule 2 of the Housing Act 1988 as amended. Details of the grounds for possession are set in Appendix 1 to this agreement. We will have given you sufficient notice in this respect if we serve you with a Notice of Seeking Possession. We will usually give you at least four weeks' notice. In cases involving anti-social behaviour, we can give you shorter notice and may start eviction proceedings immediately.

1.9 At the end of the fixed term of this tenancy, you will if you are still occupying the Property as your only or principal home become a statutory periodic tenant. Not later than 6 months before the expiry of the fixed term of the tenancy (or, if later, the date that we decide to end the tenancy) we will send you a notice telling you whether we will renew the tenancy and if so on what terms. We will decide whether to do this taking into account all the circumstances as they exist at that time in accordance with our policies. You must give us any information about you and the other persons living with you that we reasonably require in order to reach our decision.

1.10 If we decide not to renew the tenancy, we will tell you why we have made that decision. We will inform you of your right to request a review of our decision which you must do within 21 days. We will also tell you where to access advice and help to enable you to obtain housing elsewhere and what advice and help we will give you. We may (although we are not obliged to do so) offer you a tenancy of another property if we consider that this is more suited to your needs.

1.11 Provided we have written to you as above, we will (unless we change our decision after a review) give you a notice requiring possession under Section 21 of the Housing Act 1988 to take effect at or after the end of the fixed term of the tenancy.

1.12 You can 'break' (end) the tenancy by giving us at least four weeks' notice in writing ending on a Sunday. You can only give us notice if:

1.12.1 Where there are two or more persons named as tenants, they all agree to give the notice.

1.12.2 You are not in arrears with your rent or in any other material breach of a term of your tenancy.

We may at our discretion accept a shorter notice period or a notice ending on a different day, or waive the conditions above, but are not obliged to do so.

### Support

1.13 If this tenancy is granted to facilitate the provision of support for you or a member of your household by a third party, the nature of this provision and your obligations in relation to it including any obligation to pay for it will be set out in a separate support agreement. If you receive support the provision is fundamental to your tenancy, it shall be regarded as a breach of tenancy if you withdraw from or breach the support agreement, and in the event of such withdrawal or breach we may take steps to end the tenancy.

### Joint tenants

1.14 If you are joint tenants, each of you is responsible jointly and individually for complying with all of the terms and conditions of this tenancy. This means, for example, that if one of you leaves the Property and fails to pay their share of the rent, the other must pay the full amount.

### Rent

1.15 You will pay the rent, as set out below:

<b>Charges for the Property:</b>	
Rental period:	weekly / <del>monthly</del> *
The net rent for the Property at the start of the tenancy shall be :	£
The other charges that you must pay are:	£
The Total Rent payable will be :	£

1.16 The net rent payable at the beginning of this tenancy as set out above is set at a level which does not exceed 80% of the rent (inclusive of charges for services) that we have calculated someone would pay were it to be offered on the open market. This is known as an 'affordable rent'.

1.17 If the Rental Period is weekly, the payment of the Total Rent is due in advance on Monday of each week. If it is monthly, it is due in advance on the first day of each month. If we ask you to do so, you must authorise us to receive directly any payment (such as Housing Benefit) to which you are entitled to assist you in paying the rent. Even if you receive assistance with paying the rent, it is still your responsibility to pay.

1.18 We shall provide services. The services we shall provide are set out in Appendix 2 to this tenancy.

### **Changes in rent**

1.19 We will change the net rent on the first Monday in April in each year of the tenancy and agree as follows:

1.19.1 We will give you at least one calendar month's written notice of your new net rent.

1.19.2 We will set the revised rent in accordance with guidance issued by the Social Housing Regulator and our policies, which may change. As at the date of this agreement, this means that the net rent will not be increased by more than the published figure for the percentage annual change in the Consumer Price Index (or any equivalent index that may take its place) as at the previous September plus 1%. Therefore, if the Consumer Price Index rose by 2% in the year to the September before your annual rent increase, the net rent will not increase by more than 3%.

### **Changes in Services**

1.20 After consulting you, we may increase, add to, remove, reduce or vary the services provided.

### **Service of notices**

1.21 If we have to serve any notice on you, it will be treated as properly served if we put it through the letterbox of the Property, or under the door, hand it to anyone in the Property, send it to you in the post or give it to you personally.

1.22 The address where you must send any notices and any other communication arising from this agreement, including notices in proceedings is, in accordance with Section 48 of the Landlord and Tenant Act 1987, that stated on the first page of this Agreement.

1.23 A notice will not be treated as having been served on us if we do not actually receive it.

### **Changing this agreement**

1.24 With the exception of any changes in rent or to the services provided, this agreement may only be changed:



1.24.1 By agreement between you and us; or

1.24.2 By us following a procedure similar to that set out in sections 102 and 103 of the Housing Act 1985 in respect of secure tenants. This means that we will:

(a) Serve you with a Notice of Intended Variation which will provide you with written details of the proposed variation and a statement which explains the effect of the proposed variation;

(b) Give you a reasonable period of time (normally 28 days) to make any comments to us about the proposed variation;

(c) Consider any comments that you make before making any final decision;

(d) If we decide to vary your tenancy, issue a written 'Notice of Variation' setting out in writing the varied terms and conditions and giving you 28 days notice before the changes take effect.

We will not make any changes that have a significantly adverse effect on you unless it is reasonable to do so in order to bring the agreement into line with changes in the law or good housing management practice.

### **Third parties**

1.25 The Contracts (Rights of Third Parties) Act 1999 does not apply to this agreement. Therefore, this agreement does not allow, or intend to allow, any other person to have a right to enforce its conditions, apart from your successors to the tenancy and people to whom you may assign the tenancy.

### **Changes in legislation**

1.26 References to Acts of Parliament or to other laws or rules include a reference to any new Acts, laws or rules that replace or amend them.

## **2 Our Responsibilities**

### **Possession**

2.1 We will give you possession of the Property at the commencement of the tenancy.

### **Your right to occupy**

2.2 We will not interrupt or interfere with your right to peacefully occupy the Property except where:

2.2.1 Access is required, subject to reasonable notice, to inspect the condition of the Property or to carry out repairs or other works to the Property or adjoining property, or

2.2.2 Access is urgently required, to carry out urgent repairs (for example where the Property has been flooded or damaged by a fire) or other works to the Property or adjoining property, or

2.2.3 We are entitled to possession at the end of the tenancy.

### **Repair of structure and exterior**

2.3 We will keep in good repair the structure and exterior of the Property including:

2.3.1 Drains, gutters and external pipes;

2.3.2 The roof;

2.3.3 Outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;

2.3.4 Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;

2.3.5 Chimneys, chimney stacks and flues but not including sweeping;

2.3.6 Access paths, passageways and alleys leading from a public footpath or communal area to your front door and subsequently on to the back door or shed owned by us;

2.3.7 Major defects in internal plasterwork;

2.3.8 Integral garages and stores;

2.3.9 Boundary walls, gates and fences bordering on to public footpaths or highways, but only if we have erected the boundary walls, gates and fences ourselves.

We are not responsible for any repair or replacement that is needed because of damage to or neglect of the Property caused by you, or anyone living with or visiting you.

### **Repair of Installations**

2.4 We will keep in good repair and proper working order any installations provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity. We are not responsible for any repair or replacement that is needed because of damage to or neglect of the installations caused by you, or anyone living with or visiting you.

## **Gas & flue safety**

2.5 We will inspect all gas appliances and flues within the Property that have been installed or taken on by us.

2.6 We will carry out a safety inspection of solid fuelled appliances within the Property that have been installed by us or where we have accepted maintenance responsibility.

## **Repair of shared areas**

2.7 We will take reasonable care to keep any shared areas in repair. This includes:

2.7.1 Entrances, halls, walkways and balconies;

2.7.2 Stairways and lifts;

2.7.3 Rubbish chutes and rubbish collection areas;

2.7.4 Lighting; and

2.7.5 Entry-phone systems which we provide.

## **External decoration**

2.8 We will keep the exterior of the Property and any shared areas in a reasonable state of decoration.

## **3 Your responsibilities**

### **Possession**

3.1 You must take possession of the Property at the commencement of the tenancy.

3.2 You must not part with possession of the Property except in accordance with clause 3.49 or sublet the whole or any part of it.

### **Rent**

3.3 You must pay the Total Rent in full and in advance so that we receive it on or before the start of each Rental Period.

### **Outgoings**

3.4 You must meet all outgoing applying to the Property for which you are responsible including council tax, water charges, electricity, gas and other costs (whether metered or billed).

## **Use of Property**

3.5 You must live at the Property as your only or principal home.

3.6 You must not operate any business at or from the Property without our prior written permission. We will not refuse permission unreasonably. We can withdraw our permission if your business causes a nuisance or annoyance to other persons in the neighbourhood.

3.7 If you are going to be away or leave the Property for more than 28 days, you must give us written notice in advance. If you do not, we may (although we are not obliged to do so) take steps to secure the Property to protect it from squatters and/or burglars, and you may not be able to get immediate access upon your return. We may also consider that you have abandoned the Property, enter the Property and take back possession without a court order.

## **Anti-social behaviour and harassment**

3.8 We will not allow any sort of harassment, victimisation, annoyance or nuisance by you or anyone living with you, either temporarily or permanently, or by your visitors. We will take whatever action we can, within our powers and under our policies and procedures, to deal with these issues. This may include, in appropriate circumstances, applying for a court order to evict you from the Property.

3.9 You are also responsible for dealing with anti-social behaviour. We expect you to try and resolve disputes with your neighbours directly and to be tolerant of different lifestyles. You are encouraged to make use of mediation services where these are available. You should also consider whether it may be more appropriate to report issues that you cannot resolve to other agencies such as the local authority environmental health department or the Police.

3.10 You are responsible for your own behaviour and the behaviour of everyone else who lives in or visits the Property, even though you may be out at the time. You are responsible for them in the Property, in your garden, in shared areas (stairs, lifts, landings, entrance halls, shared gardens, parking areas and garage forecourts) and in the area around the Property.

3.11 You must not use or threaten violence against any person living in the Property that would mean they suffer severe emotional stress or are forced to leave.

3.12 You, or anyone living in or visiting the Property, must not cause or allow a nuisance, annoyance, disturbance to or the intimidation of any other person.

3.13 Examples of nuisance, annoyance or disturbance include, but are not limited to, the following:

3.13.1 loud music;

3.13.2 slamming doors;

- 3.13.3 dogs barking and fouling;
- 3.13.4 intimidating or threatening behaviour;
- 3.13.5 drunkenness;
- 3.13.6 shouting or swearing;
- 3.13.7 selling, receiving, making, growing, possessing or taking illegal drugs;
- 3.13.8 dumping rubbish;
- 3.13.9 playing ball games against someone else's home and
- 3.13.10 racing vehicles.

3.14 You, or anyone living in or visiting the Property, must not harass or intimidate or permit the harassment or intimidation of any other person, including our staff (whether at our offices or while visiting the Property or neighbourhood) and contractors carrying out work on our behalf.

3.15 Examples of harassment include the following:

- 3.15.1 Using abusive or insulting behaviour;
- 3.15.2 Damaging or threatening to damage property;
- 3.15.3 Using or threatening to use violence;
- 3.15.4 Using abusive or insulting communication or graffiti;
- 3.15.5 Doing anything that interferes with the peace or comfort of others.

3.16 You, or anyone living in or visiting the Property, must not do any of the following:

- 3.16.1 Use the Property or any communal area for any illegal activity such as possessing, taking, receiving, making, growing or selling drugs, or acts of prostitution;
- 3.16.2 Damage or put graffiti on any buildings or property. You will have to pay our costs for the repair of any damage;
- 3.16.3 Dump, cause to be dumped or store any rubbish in shared areas or on any land we own or manage. You will have to pay our costs for any rubbish to be cleared;
- 3.16.4 Smoke in any internal communal areas or entrances;

3.16.5 Obstruct halls, fire doors, landings, lifts, passageways, and other communal areas;

3.16.6 Place any equipment belonging to you (such a trampolines, slides or barbeques) in any communal garden area; and

3.16.7 Interfere with or damage security or safety equipment in any property or blocks. This includes jamming doors open and letting in strangers who do not have identification. You will have to pay for repairing any damage.

### **Our staff**

3.17 You must not, nor must anyone living in or visiting the Property, hinder, obstruct, threaten, abuse or assault any employee, agent or contractor of ours whilst they are carrying out their duties.

### **Domestic violence**

3.18 You must not, nor must anyone living in or visiting the Property, cause to be done or threaten any act of violence which will, or may be likely to, prevent a joint tenant or person who has the right to occupy the Property, or children of any such person, from continuing to live peacefully in the Property.

### **Pets**

3.19 You must not keep any pet(s) or allow any pet to be kept at the Property or any garden serving the Property without our prior written permission. You will not normally be given permission to keep any animal(s), except assistance dogs, in flats or maisonettes with communal entrances, except for small caged animal(s)/bird(s)/reptile(s) or fish in an aquarium.

3.20 You must not keep any livestock at the Property such as chickens, ducks, geese or goats without our prior written permission.

3.21 Whether or not you have permission to keep any pet(s) at the Property, you must not, nor must anyone living in or visiting the Property, do any of the following:

3.21.1 Keep any animal for commercial breeding purposes;

3.21.2 Allow any animal you keep at the Property to cause a nuisance to anyone in the local area, including to our staff, agents or contractors;

3.21.3 Allow any animal kept at the Property to foul in the Property or in the shared areas or outside the Property on, for example, roads, footpaths or play areas in the locality of the Property;

3.21.4 Keep any unsuitable, dangerous or venomous animal or reptile at the Property;

3.21.5 Keep any dogs prohibited by the Dangerous Dogs Act 1991 at the Property

3.21.6 Keep any animal as a pet which is referred to in the Dangerous Wild Animals Act 1976 at the Property.

3.22 We may withdraw any permission given in accordance with clauses 3.19 or 3.20 in the event that there is any breach of clause 3.21. If we do, you must remove any animal/pet before the date that we notify to you.

### **Interior condition of the Property and decoration**

3.23 You must keep the interior of the Property, including any balcony, in good and clean condition and decorate all internal parts of the Property as often as is necessary to keep them in good decorative order. If we have to do work to bring it back to a reasonable standard, such as removing rubbish, we will make a reasonable charge.

3.24 You must keep the Property in a sufficiently clean, clear and tidy condition so as to enable us, our agents or contractors to undertake any works of repair or inspection that may be necessary for us to comply with our obligations under this Agreement or by law. If you are in breach of this condition, you may be charged if we need to clean, clear or tidy your property before we can undertake any such works or inspections and we will not be in breach of our repairing obligations until the Property is in a suitable condition.

3.25 You must use the fixtures and fittings of the Property responsibly.

3.26 You must not, under any circumstances, install laminate flooring or any other form of wooden or tiled flooring anywhere if the Property is a maisonette, flat or bedsit.

### **Garden and balconies**

3.27 You must ensure that your garden is tidy by cutting the grass, looking after the shrubs and flower borders, and trimming the hedges. Borders and hedges can be grown to a maximum height of six feet only. We will charge you our costs if we need to tidy your garden.

3.28 You must not damage or remove any tree or hedge unless you have our written permission. We will not refuse permission unreasonably. You are responsible for maintaining any trees in your garden.

3.29 You must dispose of all garden and household rubbish in an appropriate way. If you do not, we will charge you for any items we have to remove.

3.30 You must ensure that your balcony (if you have one) is kept tidy by looking after any flowers, shrubs or saplings you keep on your balcony. You must not keep any household rubbish or unwanted belongings on your balcony.

3.31 You must not carry out vehicle repairs in the garden of the Property.

3.32 You must seek our written permission before erecting any garden shed, pond, greenhouse or outhouse. We will not refuse permission unreasonably. You are responsible for repairing and maintaining these items and must remove them at the end of your tenancy if we ask you to.

### **Parking, use of driveways and communal parking areas**

3.33 You must not use any driveway which serves the Property other than for the parking of a motor car, small or medium-sized van or motorbike which is taxed, insured and has a current MOT certificate.

3.34 You must not block local roadways and other vehicular access, and you must keep them and car parking spaces clear of unauthorised and unroadworthy or untaxed vehicles and other obstructions. You must not park on any footpath, verge or other green space. You must adhere to any parking scheme in operation and be responsible for ensuring you have the correct permit in place to park in accordance with the scheme. We will not be liable for any tickets issued.

3.35 You must not use any communal parking area which serves the Property other than for the parking of a motor car, small or medium-sized van or motorbike which is taxed, insured and has a valid MOT certificate in a space designated for that purpose.

3.36 You must not park any heavy goods, public service, trade or commercial vehicles, caravan, motorhome, boat or similar item on a driveway or communal parking area which serves the Property or any other land belonging to us without our prior written permission. Any permission we give may be subject to conditions which you must comply with.

3.37 You must not carry out work on motor vehicles or motorcycles, except minor repairs of a private motor vehicle or motorcycle provided that you do not use spray equipment and power tools. The carrying out of vehicle repairs as a business is strictly prohibited.

3.38 Failure to seek our permission as required above or to comply with any conditions that we impose shall be a breach of your obligations under this tenancy. You agree that we may remove and dispose of, if necessary without notice, any vehicle parked on the Property, on the estate or in any communal parking area, which we consider is causing an obstruction, is a nuisance or a risk to the safety of your neighbours.

### **Damage**

3.39 You must make good any damage to the Property or to our fixtures and fittings or to the shared areas caused by you or any member of your household or any visitor to the Property (fair wear and tear excepted) and you must pay any costs reasonably incurred by us in carrying out such works in default.



3.40 You must arrange, and pay for, small repairs. This includes the following.

3.40.1 Replacing bath or sink plugs and chains.

3.40.2 Replacing tap washers and toilet seats;

3.40.3 Changing door locks if you have lost your keys, locked yourself out, had your keys stolen or fitted extra locks yourself;

3.40.4 Unblocking sinks, toilets or drains where you, members of your household, or visitors have caused the blockage;

3.40.5 Replacing of electrical fittings and any electrical repairs arising from the use of faulty appliances. You are responsible for maintaining your own electrical appliances;

3.40.6 Replacing light lamps, including fluorescent strips, compact fluorescent lamps and starters;

3.40.7 Bleeding radiators (please ask for our advice before you bleed radiators connected to a combination boiler);

3.40.8 Repairing washing machine or dishwasher plumbing that we have not provided;

3.40.9 Protecting all water pipes and installations from frost damage;

3.40.10 Replacing cracked or broken glass unless due to a structural defect;

3.40.11 Minor indoor plasterwork;

3.40.12 Sweeping chimneys;

3.40.13 Replacing and maintaining non-communal TV aerials;

3.40.14 Replacing batteries of smoke alarms. (You should also test your smoke alarm on a frequent basis to ensure it is working).

3.41 You must pay to repair the Property or to replace our property which is damaged deliberately, accidentally or by your own neglect or that of any member of your household or visitor to the Property. You must also pay to repair water damage caused by misusing water (deliberately or accidentally) including damage to your neighbours' property. If you do not repair the item, we may carry out the repairs and charge you our costs for doing this.

3.42 You must not remove walls, cut any timbers, take out any other part of the Property or make any other improvement or alteration to the Property without first getting our written permission. If you do this without our prior written permission, we may tell you to return the Property to how it was before. If you do not do as we ask, we will do the work and charge you our costs.

3.43 You must make sure that pests (such as rodents, ants, fleas and wasps) infesting the Property are properly destroyed. If you do not deal with this type of problem and neighbouring properties, communal areas or structures are or may be affected we may carry out the treatment and repair, and charge you our costs in doing this.

### **Reporting disrepair**

3.44 You must report to us promptly any disrepair or defect for which we are responsible in the Property or the shared areas.

### **Access**

3.45 You must allow our employees or contractors acting on our behalf access at reasonable times and subject to reasonable notice to inspect the condition of the Property or to carry out repairs or other works to the Property or adjoining property. We will normally give at least 24 hours' notice but more immediate access may be required in an emergency.

3.46 You must allow our employees or contractors acting on our behalf access at least every 12 months for a gas safety inspection to be carried out at the Property. Failure to do so will result in court action being taken against you. We have an annual duty to carry out a gas safety check in accordance with Gas Safety (Installation and Use) Regulations 1998 (SI 1998/2451).

3.47 You must allow our employees or contractors acting on our behalf access to carry out annual checks on smoke detectors, which are fitted in the Property, for your own health and safety and the health and safety of your neighbours.

3.48 You agree that if we need to obtain access in an emergency, we may if necessary force access if access is not given immediately. If we do this, we will repair anything that is broken as a result unless the reason for obtaining access is something that you have done in breach of the terms of this Agreement.

### **Assignment**

3.49 You must not assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange, or assigning the tenancy with our written consent to someone that would have been qualified to succeed, under the terms of this Agreement.

### **Overcrowding or Under Occupation**

3.50 You must not allow more than the maximum number of people specified above to occupy the Property. You must notify us in writing about any change in the number of people living in the Property or if anyone moves out.

### **Health and safety**

3.51 You and anyone living in the Property must:

3.51.1 Keep all shared areas such as entrances, stairways, corridors, landings and lifts clean and free from obstructions. You should not leave any personal belongings or rubbish in these areas. If we have to remove anything in these areas we may make a reasonable charge for the cost of this work;

3.51.2 Put all refuse in appropriate bin bags, and dispose of in the chutes, containers or communal bin areas used for this purpose;

3.51.3 Not use the garden or any other external areas to store rubbish, scrap metal or vehicle parts (including tyres);

3.51.4 Not use any portable oil, paraffin or gas appliances in the Property save for sealed oil-filled radiators;

3.51.5 Not store any flammable materials such as gas, paraffin or oil in the Property;

3.51.6 Not store any vehicles powered by petrol, diesel or paraffin, or battery-powered disabled or elderly person's tricycles or 4 wheeled vehicles in indoor shared areas such as hallways;

3.51.7 Not throw anything from balconies or windows of either the Property or shared areas;

3.51.8 Not tamper or interfere with or alter the electrical or gas systems, installations or meters in or serving the Property or shared areas;

### **Moving out**

3.52 You must return the keys to us by 10.00am on the day after your tenancy ends. If you do not do this we can charge you a fee. This will normally be the amount of rent to the following Monday. This will continue each week until the keys are returned.

3.53 You must leave the Property (including the garden, sheds and greenhouses) clean, tidy and empty of rubbish. This includes leaving it clear of furniture and personal items. If you do not do this, we will recharge you our costs.

3.54 After you leave, you agree that we may dispose of any items left at the Property which belong to you. We will not have to consult you before disposing of any of your belongings left at the Property. We will be entitled to recover from you the costs of disposing of your belongings left at the Property. You also agree that we may retain any proceeds of disposal.

3.55 You must give us the details of your new address. If you do not then we may recharge you our costs in tracing you.

3.56 You must pay for any damage that has been caused deliberately, or by neglect, by you or anyone living with or visiting you. If any items you are responsible for are

damaged or missing, we will repair or replace them and you will be charged our costs. You do not have to pay for normal wear and tear.

3.57 You must pay all the rent and any other charges you owe up to the day your tenancy ends and the keys are returned.

3.58 You must not leave anyone or anything at the Property when you move out. You must provide us with vacant possession and ensure the Property is secure.

### **Other obligations**

3.59 You must comply with any estate rules or similar regulations and with any covenants, conditions or obligations that apply to the Property or to shared areas. You will be informed if any of these apply at the beginning of your Tenancy.

## **4 Your Rights**

### **Lodgers**

4.1 Once the Starter Period (including any extension of it) ends, you have the right to take in a lodger provided that you seek our prior written permission before doing so. We will give you permission provided that you:

4.1.1 agree not to grant a sub-tenancy; and

4.1.2 inform us of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.

4.2 You will be responsible for asking any lodger to leave and obtaining vacant possession of the Property.

### **Right to information**

4.3 You have a right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation, management and transfers, and our performance as a landlord.

### **Data Protection**

4.4 You have the right to see information we hold about you, your partner or your family under the Data Protection Act 1998. We will allow you to inspect certain information which we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you for providing copies of the information.

4.5 By signing this agreement you agree that we can disclose personal information we hold about you to third parties if it is reasonable for us to do so in the course of our business as a provider of social housing. Examples of third parties we may need to make disclosure to are other landlords, the police, the Department of Work and

Pensions or other public agencies. You agree that we may share information with referencing agencies with which we have an arrangement. If you leave the Property owing rent or any other money to us, you also agree that we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave the Property owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.

4.6 We will not disclose sensitive personal information (e.g. medical records) except with your explicit consent or if otherwise authorised under the Data Protection Act 1998 or under the provisions of the Crime and Disorder Act 1998, for the purpose of the prevention and detection of crime or disorder. We may also share your data in compliance with the Social Security (Information-sharing in relation to Welfare Services etc.) (Amendment) Regulations 2015, and any other similar statutory instrument or legislation requiring or permitting such information to be exchanged.

### **Right to make improvements**

4.7 Once the Starter Period (including any extension of it) ends, you may make improvements, alterations and additions to the Property including external decoration and additions to, or alterations in, our installations, fixtures and fittings, provided that you have first obtained our written consent and all other necessary approvals (for example, planning permission or building regulations approval). We shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard or upon the Property being restored to its original condition at the end of your tenancy. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

### **Succession**

4.8 Under the Housing Act 1988, when you die, if you do not have a joint tenancy, your tenancy will pass to your spouse if the Property was also their only or main home at the time you died and they were living there with you. If you have a joint tenancy, the tenancy will pass automatically to the other joint tenant who will become the sole tenant.

4.9 There can only be one succession. This means that if you are a successor yourself there cannot be a further succession. You are a successor yourself if you are:

4.9.1 A spouse or partner who the tenancy passed to under the Housing Act 1988;

4.9.2 Someone who has a joint tenancy and has become a sole tenant;

4.9.3 Someone who becomes the tenant by exchanging their tenancy under the right to exchange and they were a successor under their previous tenancy;

4.9.4 Someone who has had the tenancy assigned to them as someone who would have been entitled to take over the tenancy if the person assigning had died;

4.9.5 Someone who becomes the tenant after a court order transferring the tenancy if the person ordered to transfer the tenancy was a successor.

4.9.6 Someone who is granted a new tenancy of the same property and who was a successor under the original tenancy.

## **Right to exchange**

4.10 Once the Starter Period (including any extension of it) ends, you have the right to exchange the Property with another tenant of a registered provider of social housing or local council. However, you must obtain our prior written permission.

4.11 We would not normally refuse permission unless:

4.11.1 One of the properties would be overcrowded;

4.11.2 We are taking legal action to move tenants out of any of the properties involved. This includes having served a Notice Requiring Possession, Notice of Seeking Possession, or Notice of Demotion;

4.11.3 The exchange would mean that a property adapted for elderly or disabled people would have no-one living there who needed the adaptation;

4.11.4 One of the properties would be too large for the new tenants;

4.11.5 One of the properties is part of a sheltered-housing scheme or is another type of housing that is specially designed for people with support needs;

4.11.6 Someone in one of the properties receives support that is not needed by the person or family who is planning to move in;

4.11.7 One of the properties is provided specially for people who have strong local connections with the area and the person or family who is planning to move in does not have those connections (if this applies, you will be notified of this before the tenancy begins).

4.11.8 One of the properties is affected by a planning or other obligation and there would be a breach of that obligation if the person or family who is planning to move in lived there.

4.12 You must also meet the following conditions before the exchange can go ahead:

4.12.1 You must not owe any rent or any other charges;

4.12.2 The Property and garden must be in a good condition; and

4.12.3 You must return the Property to how it was before if you have made improvements or alterations without our agreement in writing or if you agreed to do so as a condition of our agreement.

**Declaration:**

'The information I/we gave in the housing application form was, and still is, true. I/we have read, understood and agreed to keep to the conditions in this tenancy agreement.'

Please sign below only after you have read and understood the agreement.

Tenant's full name	
Tenant's signature	
Tenant's full name	
Tenant's signature	
Officer name	
Officer signature	
Date	

SAMPLE

## Appendix 1

### Grounds for Possession

When asking the courts to give us an order for possession of the Property, we may rely on the following grounds for possession and any additional grounds for possession provided for by law from time to time. The grounds are taken directly from the Housing Act so the Clear English Standard does not apply to them.

#### Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) or a fixed term tenancy of a dwelling-house in England which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than 12 months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of the rent from a new tenant after the death of the former tenant shall not be regarded as creating a new tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period or length of term of the tenancy, the property which are let or any other term of the tenancy.

This ground does not apply to a fixed term tenancy that is a lease of a dwelling-house—

- (a) granted on payment of a premium calculated by reference to a percentage of the value of the dwelling-house or of the cost of providing it, or
- (b) under which the lessee (or the lessee's personal representatives) will or may be entitled to a sum calculated by reference, directly or indirectly, to the value of the dwelling-house.

#### Ground 7A

Any of the following conditions is met.

Condition 1 is that—

- (a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and
- (b) the serious offence—
  - (i) was committed (wholly or partly) in, or in the locality of, the dwelling-house,



(ii) was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or

(iii) was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and directly or indirectly related to or affected those functions.

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwelling-house, has breached a provision of an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and—

(a) the breach occurred in, or in the locality of, the dwelling-house, or

(b) the breach occurred elsewhere and the provision breached was a provision intended to prevent—

(i) conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or

(ii) conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved—

(a) a breach that occurred in, or in the locality of, the dwelling-house, or

(b) a breach that occurred elsewhere of a provision intended to prevent—

(i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or

(ii) behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 4 is that—

- (a) the dwelling-house is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and
- (b) access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.

Condition 5 is that—

- (a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under—
  - (i) section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or
  - (ii) section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and
- (b) the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if—

- (a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or
- (b) the final determination of the appeal results in the conviction, finding or order being overturned.

In this ground—

“relevant proceedings” means proceedings for contempt of court or proceedings under Schedule 2 to the Anti-social Behaviour, Crime and Policing Act 2014;

“serious offence” means an offence which—

- (a) was committed on or after the day on which this ground comes into force,
- (b) is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and
- (c) is not an offence that is triable only summarily by virtue of section 22 of the Magistrates’ Courts Act 1980 (either-way offences where value involved is small).

## **Ground 8**

Both at the date of service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing –

- (a) if rent is payable weekly or fortnightly at least eight weeks rent is unpaid;
- (b) if rent is payable monthly at least two months' rent is unpaid;
- (c) if rent is payable quarterly at least one quarter's rent is more than three months in arrears; and
- (d) if rent is paid yearly at least three months' rent is more than three months in arrears;

and for the purpose of this ground "rent" means rent lawfully due from the tenant.

## **Ground 10**

Some rent lawfully due from the tenant –

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

## **Ground 11**

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

## **Ground 12**

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

## **Ground 13**

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. For the purposes of this ground "common parts" means any part of a building comprising the dwelling-house and any other property which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

## Ground 14

The tenant or a person residing in or visiting the dwelling-house –

(a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or

(aa) has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions, or

(b) has been convicted of –

(i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or

(ii) an indictable offence committed in, or in the locality of, the dwelling-house.

## Ground 14ZA

The tenant or an adult residing in the dwelling-house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

In this Ground—

“adult” means a person aged 18 or over;

“indictable offence” does not include an offence that is triable only summarily by virtue of section 22 of the Magistrates’ Courts Act 1980 (either way offences where value involved is small);

“riot” is to be construed in accordance with section 1 of the Public Order Act 1986.

This Ground applies only in relation to dwelling-houses in England.

## Ground 14A

The dwelling-house was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners and –

- (a) one of the partners is a tenant of the dwelling-house,
- (b) the landlord who is seeking possession is a non-profit registered provider of social housing, a registered social landlord or a charitable housing trust, or, where the dwelling house is social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profit-making registered provider of social housing.
- (c) one partner has left the dwelling-house because of violence or threats of violence by the other towards –
  - (i) that partner, or
  - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and
- (d) the court is satisfied that the partner who has left is unlikely to return.

For the purpose of this ground “registered social landlord” and “member of the family” have the same meaning as in Part 1 of the Housing Act 1996 and “charitable housing trust” means a housing trust within the meaning of the Housing Associations Act 1985, which is a charity.

### **Ground 15**

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

### **Ground 17**

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by –

- (a) the tenant, or
- (b) a person acting at the tenant’s instigation.