

your tenancy agreement



We operate a formal complaints procedure that is outlined in the Tenants Handbook. If you feel that we have broken this agreement or not performed any obligation in it, you should first complain to us giving details of the breach or non-performance. If we fail to deal with the complaint or you believe that we continue not to comply with the agreement, you can obtain advice and information about your legal remedies from a local Citizens Advice Bureau, law centre or solicitor. You can also complain to the Independent Housing Ombudsman, although you should first try to resolve your complaint through our complaints procedure.

We are subject to any guidance on housing management practice and performance standards issued by the Housing Corporation with the approval of the Secretary of State and the Housing Corporation's Assured Tenants' Charter applies to this Tenancy. A copy is available from us.

Our staff will treat you with respect at all times and act reasonably and fairly in accordance with our equal opportunities policy. You should treat our staff in the same manner.



responsibility for paying rent & other charges

assured tenancy conditions

Words in bold and italics are for explanation only and do not form part of these tenancy conditions for legal purposes.

payments for your home

- 1.1 **You must pay the rent and any service charge in advance on or before Monday of each week.**

We work out your rent and any service charge so that every year there are four "rent free" weeks when you do not have to pay. If you have missed any rent payment then "rent free" weeks do not apply and you should pay the rent and any service charge in these weeks.

- 1.2 **If your rent includes charges for heating or hot water from a communal supply, and it breaks down for more than 48 hours, you will get a refund. You should put in a formal claim to us.**

changes in rent during rent guarantee period

- 1.3 The rent guarantee period lasts from the tenancy start date until 31 March 2008. During the rent guarantee period, the rent you must pay will be varied on 1 April in each of 2003, 2004, 2005, 2006 and 2007 ("the rent variation day") by the guaranteed maximum. We will give you at least one calendar month's notice in writing of the new rent. The guaranteed maximum is calculated by taking the rent on 31 March immediately before the rent variation day and varying it by the change in the rate of inflation plus one and a half percent (1.5%). The rate of inflation is measured by the change in the RPI.

"change in the RPI" means the percentage change in the RPI (up or down) over the 12-month period ending with the date of publication of the figure for RPI published in the last September before the relevant rent variation day.

"RPI" means the United Kingdom General Index of Retail Prices (All Items). If such an index is no longer published or if the basis of calculation is changed, RPI means another published index of retail prices as we, acting reasonably, will decide.

- 1.4 After 31 March 2008, Clause 1.3 will no longer have effect.

rent after rent guarantee period

- 1.5 With effect from 1 April 2008, we may increase the rent on the first Monday after 1 April each year and will give you at least 28 days notice in writing. The notice will specify the new rent. The new rent shall be the amount specified in the notice of increase and will not exceed the amount which would have been set by the Rent Assessment Committee if it had jurisdiction to consider rent increases under this tenancy.
- 1.6 Unless you and we agree otherwise, the rent will not be increased more than once a year.

service charge (where applicable)

- 1.7 The service charge (if any) for the service charge items listed in the tenancy agreement (charged in addition to the rent) shall be increased on each variation day by the guaranteed service charge maximum. The guaranteed service charge maximum is calculated by taking the service charge on 31 March immediately before the rent variation day and varying it by the change in inflation plus a half percent (0.5%). The change in inflation is measured by the change in the RPI. After 31 March 2008, this clause 1.7 will no longer have effect.

service charge (where applicable) after the guarantee period

- 1.8 **With effect from 1 April 2008 we may increase your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided.**
- 1.9 **Each year, at the end of March, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the Service Charge we will ask you to pay for the year.**
- 1.10 **At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your Service Charge for the coming year. If we have undercharged you, we will increase your new Service Charge. If there would be a significant increase in the amount of the Service Charge, we may introduce this increase gradually over a number of years.**
- 1.11 **We will give you a certificate showing what is included in your Service Charge. When you receive your certificate, you have the right, within six months of receiving the certificate, to examine the Service Charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying.**
- 1.12 **We can only make reasonable Service Charges and the services or work we do must be of a reasonable standard. If you believe that your Service Charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to Leasehold Valuation Tribunal for a decision as to what is reasonable. Further details are given in your Tenants' Handbook.**

housing benefit

- 1.13 It is your responsibility to claim for housing benefit. We will provide you with help and advice on claiming housing benefit.

If you fail to make a claim for housing benefit, you may lose your entitlement to it.

- 1.14 You will be asked to give consent to the relevant authority for the payment direct to us of any housing benefit (or equivalent State assistance) which you may claim as part or whole payment of the rent and any service charge due to us. We will credit your rent account with the amount of benefit when we receive it.
- 1.15 If your circumstances change, altering your entitlement to housing benefit, you must inform the relevant Council and us at once. We may recover from you any overpayment which is lawfully recoverable.

arrears and advance payments

- 1.16 If, when this tenancy is granted, you have made any advance payments or you are in arrears of rent or service charge for the property, then we will:
- a) credit (***carry forward***) the amount of any advance payment to your rent account; or (if applicable)
 - b) debit (***carry forward***) the amount of any arrears to your rent account.

You agree that any arrears of rent or service charge due to the Trust for your home before the tenancy start date are to be treated as arrears under this agreement and we may claim them as if this tenancy had not been granted.

1.17 If you transfer to a different dwelling owned by us:

a) we will be entitled to use all your subsequent payments to settle any debt you owe us for your home or your occupation of it; or

b) we will be entitled to credit your rent account for the new tenancy with any money we owe you on this tenancy.

altering the agreement

1.18 Except for changes in rent or service charge (as detailed in clauses 1.4 to 1.13), the tenancy agreement and these tenancy conditions may be altered only if both you and we agree in writing.

possession

2.1 We will give you possession of your home at the tenancy start date.

your right to occupy

2.2 Provided you comply with your obligations under this agreement, we will not interrupt or interfere with your right to occupy your home peacefully except when we require access in accordance with Clauses 3.14 to 3.16.

inspections

2.3 We will regularly inspect the estates, properties and buildings and equipment thereon to ensure that they are maintained to a reasonable standard. We will notify the chairperson or secretary of the relevant recognised Tenants' body of an intended inspection, so that arrangements can be made for a representative of the recognised Tenants' body to accompany the inspecting officer.

Your Tenants' Handbook explains the criteria that we use to recognise a Tenants' body. Our obligations for access to your individual home are set out at Clause 3.14.

repair of structure and exterior

2.4 We will keep the structure and exterior of your home in good repair including:

- a) the roof;
- b) chimney stacks;
- c) drains, gutters and external pipes;
- d) walls, doors and door frames, window sills, window frames, glazing, fasteners, fascia boards and soffits;

e) plasterwork and skirting boards;

f) paths and steps or other means of access;

g) fencing and gates.

2.5 We are not responsible for any repair or replacement needed because of damage to or neglect of your home caused by you, anyone living with you or your visitors.

repair of installations

2.6 We will keep in good repair, maintain and ensure the proper working order of any installations, where necessary (and in compliance with any statutory obligations where appropriate) which we have provided or adopted for space heating and/or water heating and sanitation and for the supply of water, gas and electricity, including:

a) water pipes, cylinders, boilers and storage tanks and gas boilers and gas pipes that we are responsible for;

b) electrical wiring, plug sockets and light sockets, main fuses and communal television aerials (but not plugs or light bulbs), burglar alarms and security lights;

c) basins, sinks, baths, toilets, flushing cisterns and waste pipes;

d) fireplaces and fitted fires.

2.7 We are not responsible for any repair or replacement needed because of damage to or neglect of your home caused by you, anyone living with you or your visitors.

2.8 We will only repair equipment that we own.

repair of common parts

- 2.9 We will keep the Communal Areas in good repair including:
- a) hallways;
 - b) staircases, landings, passageways and lifts;
 - c) doors, fasteners, locks, door security systems and self closers;
 - d) lights and switches;
 - e) handrails, balustrades, fire alarms and heat detectors;
 - f) **rubbish chutes.**

It is not our responsibility to dispose of your rubbish or discarded furniture.

decoration and common parts

- 2.10 We will keep the exterior of your home and any common parts in a reasonable state of decoration ensuring that materials used comply with relevant health and safety legislation and anti-graffiti coatings are used where possible.

repairs and maintenance

- 2.11 We will carry out all repairs within such reasonable timescales as we may set from time to time in consultation with you. Details of these timescales are set out in your Tenant's Handbook.
- 2.12 We will maintain all installations which we have provided or adopted to standards prescribed by law or recommended practice.

tenants' charter

- 2.13 We are subject to any guidance on housing management practice issued by The Housing Corporation with the approval of the Secretary of State. The Assured Tenant's Charter applies to this agreement. Please refer to our housing management policies as amended from time to time in accordance with the Charter, under Section 36 Housing Act 1996.

information

- 2.14 We will comply with the Data Protection Acts 1984 and 1998 and any subsequent legislation which may apply, and we will allow you to inspect information about you which we hold manually or on computer. We will allow you reasonable access to other personal information which we hold about you, as long as this information was not provided to us in confidence. We will allow you to correct, or record your disagreement with, the information we hold. There may be a charge to cover our costs, details of which are set out in your Tenants' Handbook.

services

- 2.15 We will provide the services (if any) listed in schedule A. However, after consultation with you and other tenants affected we may increase, add to, remove, reduce or vary any of the services provided or introduce new services. Any change in the services we provide may affect the amount of service charge you pay.

insurance

2.16 We will insure your home (the buildings only, excluding any fixtures and fittings) for such an amount and against such risks as we (acting reasonably) believe appropriate. However, we will **not** be responsible for insuring your furniture and personal possessions. We strongly recommend you arrange your own comprehensive home contents insurance, which should include cover against risks that you are responsible for under this agreement.

This can be arranged through us and the premiums collected through your normal rent payment method.

consents

2.17 Where this agreement states that our consent is needed, we will not unreasonably refuse it. In some circumstances, we will give our consent subject to certain reasonable conditions.

your rent

- 3.1 If you do not pay your rent and service charge as set out in Clause 1, we may start legal proceedings which could result in you losing your home.
- 3.2 If you are joint tenants, you are each responsible for all the rent and service charge and for any arrears of rent and service charge.

If one joint tenant leaves, we can claim any rent owing from the remaining tenant or tenants, as well as from the tenant who leaves.

Please note that we can only claim for the amount of the rent outstanding plus legal costs, in total. We cannot claim any more than this.

using the property as your home

- 3.3 As the tenant, you must use your home as your only or main residence and live in it.
- 3.4 You do not have to get our permission to take in a lodger (subject to the permitted number of occupants) but you should inform us and you must inform the Council's finance department.

A lodger is a person who lives in the property as a member of your household but does not have private use of any part of it. Taking in a lodger may affect your right to claim Housing Benefit.

- 3.5 You must not sublet or part with possession of any part of your home without our written consent.

Subletting means that someone pays rent to you to have the private use of part of the property. Subtenants will usually do their own cooking and cleaning.

- 3.6 You must not sublet or part with possession of all of your home. If you do so, your tenancy stops being an assured tenancy and you cannot regain your assured tenancy status.

- 3.7 You must not pass on the tenancy to somebody else unless:

- a) a court has ordered you to do so;
- b) you exchange your property with another tenant (see Clause 5.8) and we approve that exchange in writing; or
- c) you pass on the tenancy to a person who would be legally entitled to inherit it if you had died (see Clause 5.12), provided you tell us before you pass the tenancy on.

If there is no court order we will not allow you to assign your tenancy where it would be against our interests to do so, for example:

- ▶ where there is a risk of rent arrears not being cleared
- ▶ where legal action by us is in progress or is being considered
- ▶ where under- or over-occupation is or is likely to be an issue.

Where we do not agree to an assignment or where there are legal or policy reasons why your tenancy cannot be assigned we will tell you in writing promptly giving reasons.

- 3.8 You must tell us formally if you are going to be away from the property for more than four weeks, so that we are aware of your absence and do not think you have abandoned the property.

ending the tenancy

3.9 As the tenant, you must do the following:

- a) tell us formally in writing, giving at least four weeks' notice before you want to end your tenancy.
- b) make sure that the notice ends on a Monday.
- c) allow us, if we give you reasonable notice, to show possible new tenants around your home.
- d) return all the keys to the property to us on the day you move out.
- e) leave the property clean and tidy and make sure you do not leave anything behind.
- f) make sure that all rent and service charges are paid up to the date the tenancy ends.
- g) leave the property and our fixtures and fittings in good condition.
- h) not leave anybody else living in the property when the tenancy ends.
- i) **tell us your new address.**
- j) **arrange to have your meters read and tell us who supplies the property with telephone, electrical and gas services.**

3.10 If you have a joint tenancy, only one tenant needs to give notice to end the tenancy.

This means that the tenancy will end for all tenants. Our policy for granting a new tenancy to the other tenant(s) in these circumstances is explained in your Tenants' Handbook.

3.11 If any of your possessions are left in the property when the tenancy ends (eg. at the end of the four weeks' notice period or if you move out following us gaining possession), we will treat them as being abandoned and will deal with them as we see fit.

3.12 If the property is abandoned, we will assume (after investigation) that you have surrendered (***given up***) your tenancy. We will then rent the property to someone else.

Our legal obligations if we suspect a property is abandoned are explained in your Tenants' Handbook.

3.13 In the event of your death your tenancy will end on the Monday following your next of kin telling us and returning the keys to us.

access to the property

3.14 You must allow in anybody we send to your home (on production of suitable identification) to do any of the following:

- a) inspect the property;
- b) repair the property;
- c) improve the property;
- d) carry out work that we consider necessary to make sure the property and surrounding properties do not put you or anyone else at risk;
- e) rid your home, a neighbour's home or any communal (shared) area of vermin or offensive or noxious substances; or
- f) remove any refuse, rotting food or other similar matter that may be kept in the property and that we in our sole discretion do not consider suitable for a residential property.

We will give you at least 24 hours notice of any such visit and we will try to give you as much notice as possible.

emergencies

3.15 In an emergency we or anybody we send to the property will have the right to:

- a) enter the property using reasonable force if necessary;
- b) do any necessary work to your home and to any of your neighbours' homes; and
- c) do any necessary work to communal areas near your home.

3.16 We will be responsible for loss or damage caused by us if we enter the property in an emergency.

3.17 If an emergency was caused by something you, someone who lives with you or someone who is visiting you did or failed to do, we can claim our costs from you.

If you do not allow us into your home, you could be putting yourself and your neighbours in danger.

We can take legal action to enter your home and you may have to pay the legal costs.

parking

3.18 You or anyone living with or visiting you must not do the following:

- a) park a vehicle on the property unless you have obtained our written consent. We will only grant permission where there is a dropped kerb and where a designated parking area can be accommodated.
- b) park a vehicle anywhere on the property except on a driveway or other paved area meant for parking.

c) park a caravan on the property unless you have obtained our written consent. We will only grant permission where the caravan can be parked at the side or rear of the property.

d) park a boat, commercial vehicle, trailer, motor home, low loader or similar vehicle if it is more than 16 feet (4.8 metres) long, 6 feet (1.83 metres) wide, or 6 foot and 6 inches (2 metres) high on any part of the property or on any communal parking areas without our written consent.

e) park in a way that might obstruct:

- ▶ the emergency services;
- ▶ other road users;
- ▶ anybody who uses pavements, footpaths, access ways and so on;
- ▶ the access to any homes in the area; or
- ▶ the access to any garage.

f) park any commercial vehicle that weighs over 3.5 tonnes on or near the property.

g) park or leave any illegal, untaxed or unroadworthy vehicle on our land including authorised parking areas.

h) park or drive any vehicle on or over any grass verge, communal garden, communal open space or similar piece of land in the neighbourhood around the property.

i) frequently (i.e. more than three times over a monthly period) do major repairs to any car, motorcycle or other motor vehicle on the property or on any of our land including authorised parking spaces or allow engine oil or any similar substance to be poured down any drains or over any road or other surface.

j) cause nuisance by excessive running of the engine of any vehicle or by using noisy machinery or tools.

k) leave oil deposits or discarded engine or vehicle parts on our land including grass verges or communal areas.

l) park, drive or ride in or on any motorcycle or motorised vehicle on our land other than authorised parking spaces, drives or highways.

m) use any of our land for storage or business purposes without our prior written consent.

behaviour

3.19 As the tenant, you are responsible for the behaviour of everybody (whether an adult or a child) who lives in or visits your home. You are responsible for them while they are:

- a) in your home;
- b) in the locality of your home such as the surrounding land, neighbouring estates or properties and roads; and
- c) in any communal areas such as lifts, stairs, landings, entrance halls, paths and access ways, communal gardens, parking area and so on.

drug dealing, criminal activities and prostitution

3.20 You or anyone who lives with or visits you must not:

- a) supply any controlled drug or other illegal substances from your home or in the locality;
- b) use the property or any of the shared parts of the property or any communal areas in the locality for the storage of firearms;

c) use the property or any of the shared parts of the property or any communal areas in the locality for any illegal activity;

d) use the property for prostitution.

We will hold you responsible, and take appropriate action, if anyone who lives with you or visits your home breaks this condition.

harassment

3.21 You or anybody who lives with you or visits your home must not do, incite or condone anything on the property or in its locality which could harass or intimidate anybody because of their race, colour, nationality, ethnic or national origins, religion, sexuality, disability, mental or physical impairment or other reasons. We will hold you responsible for anything done by anybody in your household. These are some of the things we mean by harassment:

- a) violence or threats of violence towards anybody.
- b) abusive or insulting words or behaviour.
- c) damage or threats of damage to someone else's property.
- d) damage to someone else's home.
- e) interfering with the right of someone else to live in their home.
- f) writing threatening, abusive or insulting graffiti.

3.22 You or anybody who visits or lives with you must not do, incite or condone anything that amounts to harassment of your neighbours, their visitors, our staff or any other person lawfully in the locality of the property. This includes harassment away from the property. By 'neighbours', we mean everyone who lives in your neighbourhood. We will hold you responsible for anything done by anybody in your household.

3.23 No one must display any sign, notice or advert (except a temporary notice about elections or community events) or display anything that:

- a) is obscene, indecent or pornographic;
- b) could cause or encourage the hatred of others because of their colour, race, nationality, ethnic or national origins, religion, sexuality, age or disability; or
- c) could reasonably be seen to cause offence to a neighbour or any person passing the property.

nuisance

3.24 You or anybody who lives with you or visits you must not do anything on the property or in its locality or in any communal areas or on the estate which your property forms part or in our offices which could annoy or disturb anybody. These are some of the things we mean:

- a) playing a radio, television or amplified music loudly.
- b) shouting, screaming and swearing.
- c) banging on walls or ceilings.
- d) making indecent or offensive gestures.
- e) drunkenness.

f) using or dealing in controlled drugs or other banned substances.

g) indiscriminate or targeted dumping of rubbish.

h) playing ball games in confined areas.

You should keep noise to a minimum between the hours of 11.00pm and 7.30am.

domestic violence

3.25 You must not assault your husband or wife or partner or former husband or wife or partner or other family member whether they are living with you or not, and you must not harass them or use mental, emotional or sexual abuse that might be expected to cause anyone who lives with you to leave the property.

repairs and improvements - what you are responsible for

3.26 As the tenant, you are responsible for the following:

- a) keeping your home and its fixtures, fittings and adaptations in good condition.
- b) leaving your home in good condition at the end of the tenancy.
- c) telling us immediately about any damage to the property or any defects that might injure or damage anybody or anything.
- d) carrying out small repairs to the property such as keys and locks; plugs and chains to sinks, basins and bath; blocked sinks, wash hand basins; minor plaster cracks; oiling and maintaining locks and hinges and window stays; fuses; batteries to gas fires and smoke alarms; and to replace such items where necessary.

e) decorating the inside of your home.

f) repairing and maintaining your own household equipment such as cookers, washing machines and any improvements which you have made to the property.

g) repairing and maintaining any improvements made to the property by previous tenants which were notified to you in writing as part of the lettings process.

h) repairing any damage caused to the property or the property's fixtures and fittings by an animal, a member of your family, a visitor (except if the damage is caused by any of our employees in which case we would be responsible for undertaking the repair) or anybody else living in the property including damage caused by the installation of any television aerial or satellite dish. You should inform the Police of any criminal damage caused to the property.

3.27 You must obtain our prior written consent before you improve or alter the property and comply with any reasonable conditions we lay down for giving our consent.

3.28 If you improve or alter the property without our prior written consent, we can charge you for any work we do, for example to return your home to how it was originally.

damage to things that belong to us

3.29 You or anyone living with you or anyone visiting you must not:

a) damage anything that belongs to us;

b) put graffiti on anything that belongs to us;

c) interfere with any security or safety equipment in communal blocks. This includes things like jamming doors open and letting strangers in without identification.

You will be responsible if anyone living with you or visiting you breaks this condition.

3.30 We will do only the repairs that the law and these tenancy conditions say we must if your home is damaged by:

a) vandalism, neglect, deliberate destruction or any similar action caused by you, a member of your family, or someone living with you or visiting you;

b) the actions of any animal kept in the property; or

c) condensation caused by not using the property properly.

3.31 We will charge you for any work we do to any of our property that is necessary because of damage covered by Clauses 3.29 and 3.30.

animals

3.32 You must not keep any animal except a pet on the property without our written consent. "Pet" includes a dog, cat, small caged bird, rodent, rabbit, non-venomous insects and small non-venomous reptiles or fish.

3.33 Where your home is a flat and has a common entrance, you must not keep any animal except small caged birds, small rodents, non-venomous insects and fish on the property.

3.34 **You must not allow any animals to annoy, frighten or be a nuisance or danger to neighbours or to any visitors to the property, through the animal's noise, size, behaviour or smell.**

- 3.35 You must not keep more than one dog on your property without our written permission. If you keep a dog on your property, you must register the dog with the Council's Dog Warden Service.
- 3.36 When dogs are in the area around the property, they must:
- a) be kept on a lead and be accompanied by you or a responsible member of your household; and
 - b) not be allowed to foul any pavement, grass verge, play area, private garden or any communal area such as gardens, balconies, passageways, walkways, access ways, footpaths or staircases. If fouling does occur, the person accompanying the dog must clear the fouled area.
- 3.37 You must not keep any pigeons or other animals in pursuit of an interest without our written consent. We may attach special conditions to the keeping of such animals.
- 3.38 If any part of Clauses 3.32 and 3.37 is broken, we can tell you to remove any animal from your home immediately and permanently.
- 3.39 If we think that the number of animals kept at the property is unreasonable or that the manner in which animals are kept at your property is unreasonable, we will tell you to remove some or all of them immediately and permanently.
- 3.40 In no circumstances can you keep any livestock or wild animals on the property. Livestock includes pigs, poultry, donkeys, ponies, horses, sheep or goats.
- 3.41 You must not tether horses, ponies or donkeys or other livestock on our property or on communal land.
- gardens and balconies**
- 3.42 As the tenant, you must do the following:
- a) keep your garden tidy.
 - b) get our written consent before you plant any tree in your garden.
 - c) not remove any tree from your garden without our prior written consent.
 - d) if you have a dog, you must make sure there is adequate fencing so that the dog cannot get out of the property, garden or balcony by itself (subject to any formal consents or planning regulations).
- 3.43 We can enter the property and do any work we think is necessary if you:
- a) neglect your garden;
 - b) allow any tree or bush (including those that are diseased or dead) to be a nuisance or danger or a potential nuisance or danger;
 - c) allow any tree or bush to be planted in such a position or to grow to such an extent as to be a potential cause of damage to our property or to a neighbour's property;
 - d) allow any tree or bush to damage or interfere with a nearby pipe, wire, electrical installation or structure (including a road, footway, paved or surfaced area).
- You may have to pay us for any work we have to do.

3.44 If you have a balcony, you must:

- a) keep it clean and tidy at all times;
- b) keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours;
- c) not allow any animal to foul it; and
- d) not light fires, including barbecues, on it.

communal areas

3.45 You and everyone who lives with you must help make sure that any communal areas are kept clean, tidy and clear of any obstruction.

storage in your home

3.46 You must not keep gas cylinders, bottled gas, paraffin, petrol or any other potentially dangerous, flammable or explosive thing or substance in any communal areas around the property.

3.47 You must not keep gas cylinders, bottled gas, paraffin, petrol or any other potentially dangerous, flammable or explosive thing or substance in the property except those things that are reasonably needed for medical or everyday purposes.

3.48 You must not keep motor cycles and mopeds inside your home or in indoor communal areas such as entrance halls, stairs and landings and so on.

3.49 You should not leave bicycles anywhere that they could cause an obstruction or a fire hazard.

business use

3.50 You must not use the property for any business activity without our written permission. We will grant permission where we believe that a nuisance will not be caused to neighbouring residents.

television, radio and telephone systems

3.51 You must not fix any television aerial, phone receiving system, radio aerial, Citizens Band, satellite dish or similar piece of electrical equipment to the property without getting our written agreement first.

sewerage and local taxes

3.52 You must pay any sewerage charges and any Council Tax or any other local tax which may replace the Council Tax. Unless we inform you in writing otherwise, all these charges and taxes will be payable directly by you.

notices

3.53 We may serve notices (including notices of legal proceedings) on you by:

- a) handing it to you or any joint tenant;
- b) leaving it at the property;
- c) leaving it at your last known address;
- d) fixing it to your front door or another prominent part of the property; or
- e) sending it by registered post or recorded delivery to the property or your last known address.

general

3.54 All references in these tenancy conditions to sections and schedules of Acts of Parliament are to be regarded (unless we decide otherwise) as including references to those sections and schedules as amended, varied, replaced or re-enacted from time to time.

your rights and security of tenure

- 4.1 You have the rights stated in this section.

right to occupy

- 4.2 You have the right to occupy your home without interruption or interference from us until the end of this tenancy (except for the obligation to give access to our authorised employees or contractors) so long as you comply with the terms and conditions of the tenancy and have proper respect for the rights of other tenants and neighbours.

You have the right to use any communal area in common with us and anybody else who is entitled.

ending of assured tenancy

- 4.3 If the tenancy stops being an assured tenancy, we may end it by giving you 4 weeks notice in writing.

The tenancy may stop being an assured tenancy if, for example, you stop living in your home as your only or principal home. As long as the tenancy remains an assured tenancy we cannot remove you from your home without a Court granting us a "Possession Order".

court order

- 4.4 As long as you are an Assured Tenant we can only end the tenancy by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). The court will make an order only if we have served on you a written notice complying with the Housing Act 1988 (as amended) or the court considers it just and equitable to dispense with service of such a notice.
- 4.5 We agree that we will normally give at least four weeks' notice of our intention to seek a possession order (except where proceedings involve nuisance or

domestic violence (Grounds 14 and 14A) where we may give no notice).

- 4.6 We agree that we will serve a notice (or ask the Court to dispense with service of the required notice) and then seek to recover possession of your home only on one or more of the grounds set out in Schedule 2 of the Housing Act 1988 and summarised below in Clauses 4.7 to 4.16, and in relation to Grounds 7 and 9 (of the said Act) only the circumstances set out in those clauses. The full text of the Grounds for possession are set out in your Tenants' Handbook.

These conditions mean that we can only use the grounds for possession that are summarised in Clauses 4.7 to 4.16. All the reasons (or 'grounds') set out below, except Ground 7 (Clause 4.17), are discretionary. For these grounds this means that the court will grant an order only if it considers it reasonable to do so. We may ask the Court to dispense with the service of a notice in exceptional circumstances, for example if we have tried to serve the notice and you cannot be found.

grounds for possession

- 4.7 **Ground 7** - The tenancy has been inherited

Where the tenancy has devolved (*passed*) under your will or on your intestacy (*or lack of valid will*).

This may apply if you die and leave the tenancy to someone who is not entitled to it.

We may start proceedings to recover possession of your home under Ground 7 within 12 months after your death or if the court so directs, within 12 months after the date on which, in the opinion of the court, we became aware of your death.

If we accept Rent after your death, this will not be regarded as creating a new periodic tenancy unless we agree in writing to a change in the amount of the Rent, the period of the tenancy or your home which is let or any other term of the tenancy.

4.8 Ground 9 - Suitable alternative accommodation.

That suitable alternative accommodation will be available for you when the court order takes effect. We limit our right to use this ground (see below) to reflect the grounds which a council can use against a secure tenant. This is explained in more detail in your Tenants' Handbook.

We will only seek to recover possession of your home on this ground if in addition we can show that:

i) we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or

ii) your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or

iii) your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other

person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs; or

iv) your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or

v) The tenancy has been succeeded to by a Relative (not your Partner) and your home is larger than they need. Notice cannot be served less than six months or more than twelve months after the death of the original tenant; or

vi) Premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property.

4.9 Ground 10 - Rent Arrears

You have not paid rent that is due.

4.10 Ground 12 - Broken tenancy terms

You or anyone living with you have broken the Conditions set out in this agreement.

4.11 Ground 13 - Damage to our property

You or anyone living with you have caused damage to your home or other property which we own or caused it to deteriorate. If the damage was caused by your lodger or sub - tenant, you must take all reasonable steps to remove them.

4.12 **Ground 14 – Nuisance**

You or anyone living with or visiting you have caused a nuisance or harassed someone or you have been convicted of using your home for an illegal purpose such as drug dealing.

4.13 **Ground 14A - Domestic Violence**

Your partner has left the home because of domestic violence and is not likely to return. This means that we can remove the tenant who remains, allowing the victim of domestic violence to return to their home.

4.14 **Ground 15 - Damage to our furniture**

You or anyone living with you have damaged any furniture which we provided in your home. If the damage was caused by your lodger or sub – tenant, you must take all reasonable steps to remove them.

4.15 **Ground 16 - applies to homes let with employment**

This would apply if we or the Council gave you a tenancy of your home because of your employment with the Council/us and you have left that employment.

4.16 **Ground 17 – Making a false statement (for example lying on the application form) to obtain a tenancy**

You or someone acting on your behalf has given false information to us or the Council to get a tenancy.

All the grounds set out above except Ground 7 are discretionary. For these grounds it means that the Court will grant an order if it considers it reasonable to do so.

4.17 We agree that we will not seek to use Grounds 1, 2, 3, 4, 5, 6, 8 and 11 of Schedule 2 Housing Act 1988 to obtain possession of your home. ***Those grounds are explained in your Tenants' Handbook.***

injunctions

4.18 We reserve the right to seek injunctions to require you to comply with, or to stop you breaching, your obligations under the agreement. This may be in addition or as an alternative to any possession proceedings under the grounds set out in Clauses 4.7 to 4.16.

An injunction is a form of court order. Types of injunctions are explained in your Tenants' Handbook.

5.1 You also have the rights stated in this section.

right to take in lodgers and sublet

5.2 You may take in a lodger in accordance with Clause 3.4.

5.3 You may with our prior written consent sublet or part with possession of part of your home but we will not consent to you granting an assured tenancy (as defined in Section 1 Housing Act 1988) except for an assured shorthold tenancy (within the meaning of Section 20 of the Housing Act 1988) or a contractual tenancy which is not an assured tenancy (within the meaning of Section 1 Housing Act 1988).

right to make improvements and receive compensation for them

5.4 You may make improvements, alterations and additions to the property but must have first got our written consent and all other necessary approvals (for example, planning permissions or building regulations approval). We will only refuse our consent when it is reasonable to do so but we will make our consent conditional on the work being done to a certain standard. We will treat any failure to satisfy our conditions as a breach by you of an obligation under this agreement. We agree to give you the right to make improvements and receive compensation for them on leaving your tenancy as if Sections 97, 98 and 99, 99A and 99B of the Housing Act 1985 (as amended) applied to the agreement.

This means that, in relation to improvements:

a) if we unreasonably withhold consent, we will be treated as having given our consent.

b) if there is a dispute about whether we have unreasonably withheld our consent, it will be for us to prove we did not.

c) when considering if we were unreasonable to withhold consent, the consideration will take account of factors that include how far the improvements would be likely to:

- ▶ ***make the home, or any other property, less safe for occupiers;***
- ▶ ***cause us to incur expenses that we would not be likely to incur if the improvement was not made;***
or
- ▶ ***reduce the price the home would fetch if sold on the open market or the rent we would be able to get on letting it.***

If we refuse consent, we will give you a written statement of our reasons for refusal.

We will be treated as having given consent if we have not responded within a reasonable time. The Tenants' Handbook explains how long we will take to make a decision about giving consent.

We may make our consent subject to reasonable conditions. If there is a dispute as to whether or not any of our conditions are reasonable, it is for us to prove they are.

If you do not satisfy all our reasonable conditions, you will be treated as being in breach of the agreement.

Our consent may be validly given even if it follows the action for which consent was needed.

If you have obtained our written permission, you will be entitled to compensation for any improvements you make to your home in the same way you would have if you had stayed a Council tenant.

right to repair

- 5.5 You have the right to have repairs carried out to your home as if Section 96 Housing Act 1985 (as amended) and the Regulations made under it 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 do the repairs. You have a right to compensation if that contractor does not do the repairs within a specified time limit. This is explained in more detail in your Tenants' Handbook.

right to consultation

- 5.6 We will consult you before making changes in matters of housing management or maintenance which are likely to affect you substantially. We agree to give you the right to be consulted as if you were a secure tenant and Section 105 Housing Act 1985 applied to this agreement.

This means that we will:

- a) ***inform you of our proposals; and***
- b) ***give you a chance to tell us what you think of our proposals before we make a decision on whether to go ahead with them. We will take into account the views of any recognised Tenants' Association. Details about becoming a member of a Tenants' Association, and their role in consultation are described in your Tenants' handbook.***

right to information

- 5.7 You have a right to information from us about the terms of this tenancy; our repairing obligations; our policies and procedures on tenant consultation, housing allocation and transfers, equal opportunities; and our principles for fixing rents. You also have the right to be provided with information about our performance, as laid down by the Assured Tenant's Charter. We agree to give you the right to information as if Sections 104 and 106 Housing Act 1985 applied to this agreement.

right to exchange

- 5.8 You have the right to apply to assign (transfer) this tenancy to another tenant by way of an exchange with one other tenant (a "direct exchange") or by exchanges involving more than one other tenant (an "indirect exchange"), but all the following conditions must be met:

a) every tenant taking part in the exchange must be a tenant of the Housing Corporation or Housing for Wales or a registered social landlord (as defined in the Housing Act 1996) or a local authority or new town or a housing trust which is a charity (as defined in Section 2 Housing Associations Act 1985) or a Housing Action Trust.

b) where required under their tenancy agreement, every tenant must have the written consent of their landlord to the assignment of their tenancy to you or to another tenant who satisfies the conditions in Clauses 5.8(a) and 5.8(b).

c) if the tenant to whom you seek to assign the tenancy is not the person from whom you intend to receive a tenancy in exchange, that tenant must intend to assign their tenancy to another tenant who satisfies the conditions in Clauses 5.8(a) and 5.8(b).

d) our prior written consent must be obtained.

e) any reasonable conditions which are attached to the consent about the payment of outstanding rent, the remedying of any breach or the performing of any obligation of the tenancy must have been complied with.

- 5.9 Our consent will not be unreasonably withheld. If we withhold it on any grounds except those in Schedule 3 to the Housing Act 1985, consent will be treated as given in the same way and judged as if the matter arose for decision between a secure tenant and their landlord.

A copy of the grounds in Schedule 3 can be obtained from us at the address on the front of this agreement. If we withhold consent on any ground not listed in Schedule 3, we will be treated as having given consent.

- 5.10 We may not rely on any of the grounds in Schedule 3 to the Housing Act 1985 unless, within 42 days of your application for consent, we have served on you a notice specifying the ground and giving **details** of it.
- 5.11 Except as stated in Clause 5.8(e), a consent required by Clauses 5.8 to 5.10 must be unconditional and any other conditions imposed may be disregarded.

rights of succession

- 5.12 On your death and as long as you are not a successor (as defined in Clause 5.17), the following people will automatically have a right to succeed to this tenancy.

a) your spouse or a person living with you as your husband or wife so long as they lived in your home as their only or main home at the time of your death.

Under Section 17 Housing Act 1988, this right applies automatically.

b) any surviving joint tenant(s) if they occupied your home as their only or main home at the time of your death. This will apply even if you are already a successor.

- 5.13 If you are not a successor (as defined in Clause 5.17) and if, on your death, no one can succeed under condition 5.12, we agree that a partner of the same sex, a relative or any other person who qualifies under our Succession Policy from time to time (please contact your Housing Officer for details) may succeed to this tenancy so long as they were living in your home as their only or main home throughout the 12 months before your death. This 12 month condition does not apply to partners.

- 5.14 If the condition set out in Clause 5.13 applies, we will use Ground 7 (see Clause 4.7) to end this tenancy and will grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if the person entitled to a new tenancy is someone apart from your partner and your home would be larger than they reasonably require, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms and conditions as this tenancy apart from the rent which will be the rent we would charge to a former Council Tenant for that other home.

- 5.15 A person making a claim under Clause 5.13 should make their claim in writing within 6 months of your death (at our discretion we may allow a longer period). If more than one person claims the tenancy under Clause 5.13, they should agree which of them will claim the tenancy. If they cannot agree we will decide. A partner will take priority over a relative or other person who may be entitled to succeed.

5.16 By law, a second succession is not possible but in certain circumstances (set out in our Succession Policy) we may grant a new Tenancy Agreement to a relative when you die. Please ask your Housing Officer for more information.

So long as you did not become a tenant by succession after the transfer date, you have the right to pass this tenancy to:

- ▶ ***your husband or wife if he or she lives in your home when you die; or***
- ▶ ***your joint tenants (i.e. people also named as tenants in this Tenancy Agreement); or***
- ▶ ***a member of your family so long as they live with you and have lived with you in your home for at least a year when you die; or***
- ▶ ***a same sex partner so long as they live with you when you die.***

Family members or a same sex partner will have to apply to us within 6 months of your death.

As with the Council, there is only a legal right to one succession under this Tenancy Agreement but we may allow a further succession in certain circumstances. This is explained in our Succession Policy or speak to your Housing Officer.

5.17 You are a “successor” for the purposes of this agreement if you:

- a) were a joint tenant and have become a sole tenant; or
- b) have taken over this tenancy under Clause 5.12; or
- c) were granted this tenancy under a right of succession which we granted under any tenancy agreement containing provisions similar to Clauses 5.12 to 5.17 of this agreement; or

d) became the tenant as a result of an assignment under Clause 5.20(c); or

e) became the tenant as a result of a court order under Section 24 Matrimonial Causes Act 1973 and the other party to the marriage was a successor; or

f) became the tenant under the right to exchange (see Clauses 5.8 to 5.11) and you were a successor under your previous tenancy.

If you were given this tenancy on the transfer of your home from the Council to us, we will not treat you as a successor even if the Council considered you to be a successor before the transfer.

5.18 A “relative” for the purposes of this agreement is a parent, child, grandparent, brother, sister, uncle, aunt, nephew, niece, step-relative or adopted child.

5.19 A “partner” for the purposes of this agreement is a husband or wife or someone who lives as a husband or wife (including single sex relationships).

transferring your tenancy

5.20 You must not pass on (assign) this agreement unless

- a) a Court orders you to do so in matrimonial proceedings; or
- b) you exercise your right to exchange (see condition 5.8); or
- c) you pass on this tenancy to a person who could take it over if you had died (see Clauses 5.12 and 5.13).

You can normally sub-let or pass on your tenancy

- ▶ ***in accordance with Clauses 5.2 and 5.3 (lodgers and sub-letting); or***
- ▶ ***where a Court orders you to do so in matrimonial proceedings; or***
- ▶ ***where you exercise your right to exchange (see Clause 5.8); or***
- ▶ ***where you pass on this tenancy to a person who could take it over if you had died (see Clauses 5.12 to 5.17).***

preserved right to buy

5.21 So long as you are a “qualifying person” or a “qualifying successor” (as those expressions are defined in Section 171B Housing Act 1985 (as amended)) we confirm that you have the right to buy your home on the terms set out in Sections 171A to 171H Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 or any further Regulations made under Section 171C Housing Act 1985 or any statutory modification or re-enactment of it for the time being in force (“the PRTB Legislation”).

contractual preserved right to buy

5.22 By way of further rights, we will give a right to buy to:-

- ▶ a person succeeding to this tenancy in accordance with Clauses 5.12 where the original person had a Preserved Right to Buy.
- ▶ a person who was a tenant of Aire-Wharfe Community Housing Trust Limited, North Bradford Community Housing Trust Limited, South Bradford Community Housing Trust Limited, Bradford West City Community Housing Trust Limited,

East Bradford Community Housing Trust Limited or Shipley Community Housing Trust Limited, if they had a preserved right to buy with that landlord (this includes any person succeeding to that person under Clauses 5.12 or 5.13).

Such a person will be regarded by us as a qualifying successor for the purposes of the PRTB legislation. The right to buy under this Clause will follow the PRTB legislation as closely as possible and is subject to the same qualifications. However, the functions of the District Valuer referred to in the PRTB legislation will be carried out by an independent valuer acting as an expert who will be appointed by agreement between you and us. Failing agreement about this, the expert will be appointed, after application by either you or us, by the then President of the Royal Institution of Chartered Surveyors. The President of the RICS’s costs will be paid in equal shares by you and us.

This means that:

a) your right to buy is preserved as long as you occupy your home as your only or principal home; and

b) you had, or would have had, the right to buy if you had stayed a Council tenant; and

c) one of the following four statements also applies to you:

- ▶ ***you were a secure tenant of the Council when your home transferred to us; or***
- ▶ ***you became a tenant by succession under Clauses 5.12 or 5.13 and the former tenant had a right to buy; or***
- ▶ ***you became a tenant by a court order made under the Matrimonial Causes Act 1973; or***

- ▶ *you transferred from another landlord in the Bradford Community Housing Trust Group and you had a right to buy with your previous landlord.*

If you move to a different home owned by us, your preserved right to buy goes with you to the new home.

right to acquire

5.23 In addition to your rights under the PRTB legislation, you have a right to acquire the property under Section 16 Housing Act 1996 subject to the requirements of that Section and any regulations made under it.

The right to acquire is another scheme enabling you to buy your home from us. The discounts under the right to acquire are generally less generous than those under the preserved right to buy, and is explained in your Tenants' Handbook.

- ▶ **rent guarantee** – this is a guarantee that we will not increase your rent by more than the rate of inflation plus 1.5% on 1 April in 2003, 2004, 2005, 2006 and 2007
- ▶ **Rent Assessment Committee** – this is a panel of independent people who, if you ask them to, will decide on the rent payable for your home
- ▶ **lodger** – a person who lives in your property as a member of your household, but does not have private use of any part of it. Taking in a lodger may affect your rights to claim housing benefit
- ▶ **sub-letting** – this means that somebody pays rent to have the private use of part of your property. Sub-tenants will usually do their own cooking and cleaning
- ▶ **preserved right to buy and right to acquire** – these are both schemes enabling you to buy your home from us. The discounts under the right to acquire are generally less generous than those under the preserved right to buy



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