

# assured (non-shorthold) tenancy agreement



**believe**  
housing

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# Assured (Non-Shorthold) Tenancy Agreement

This Tenancy Agreement is between

**Our name and address**

Believe Housing Limited (**we, us** or **our**) of Coast House, Spectrum 4, Spectrum Business Park, Seaham, SR7 7TT

We are registered with the Regulator of Social Housing (the **Regulator**) as a non-profit provider of social housing and

**Name(s) of Tenant(s)**

.....

.....

.....

.....

(the **Tenant** or **you**) (In the case of joint tenants, the term **Tenant** or **you** applies to each of you and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this Tenancy Agreement.)

**The address of the property covered by this Tenancy Agreement**

.....

.....

.....

..... (your home)

**Description of your home**

*(include a description, including the number of bedrooms)*

.....

.....

.....

.....

.....

**Charitable status**

The home that is the subject of this tenancy is held by Believe Housing Limited, which is an exempt charity.

**Payments for  
your home**

The weekly payments for your home at the start of this tenancy are:

- (i) rent of £ .....
- (ii) rent (and other charges) arrears of £ .....  
payable at £ ..... per week until paid in full
- (iii) service charge of £ ..... in respect of the following services:  
.....  
.....  
.....
- (iv) water, sewerage and heating charge of £ .....
- (v) district heating charge of £ .....

**Total weekly  
payment**

£ .....

**The tenancy**

This tenancy begins on ..... (the **Tenancy Start Date**) and ends on the first Sunday. If this tenancy starts on a day other than a Monday, the portion of the total weekly payment due from you from the start of this tenancy up to and including the first Sunday of this tenancy is £ .....

The tenancy then renews each week on a Monday until brought to an end in accordance with the provisions of this agreement. It is an assured non-shorthold tenancy, the terms of which are set out in this Agreement.

**Data  
protection**

We will comply with our duties under data protection legislation and in accordance with our policies on disclosure of information and confidentiality.

# Signatories

Signed on our behalf .....

Print name .....

I/we have been given an opportunity to read the terms and conditions of this Tenancy Agreement. I/we understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.

**Signed by the Tenant(s)**

**Print name(s)**

.....

.....

.....

.....

.....

.....

.....

.....

If this is a joint tenancy, each Tenant should sign.

**Date** .....

Words included in italics do not form part of this Tenancy Agreement and are included for explanation purposes only.

**We are subject to any guidance on housing management practice issued by the Regulator with the approval of the Secretary of State and this Tenancy Agreement is one to which that guidance applies.**

# Definitions and interpretations

In this Tenancy Agreement the following words and phrases shall have the following meanings:

## **antisocial behaviour**

means doing something or failing to do something that causes or is likely to cause nuisance, annoyance, harassment, alarm or distress to anyone (see further clause 23);

## **communal areas**

means any parts of the property of which your home forms part that other people are entitled to use, for example, halls, stairways, landings, entrances, lifts, passageways and any other communal amenities including communal gardens, lawns and landscaped areas;

## **Council**

means the council responsible for collecting waste and recycling from your home;

## **family member or member of your family**

means a tenant's parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece;

## **garden**

means any garden forming part of your home, including any lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards;

## **neighbour**

means anyone living in the local area, including other tenants, people who own their own homes and local businesses;

## **protected characteristics**

means age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, sex and sexual orientation;

## **vehicle**

means any vehicle used for transporting a person or people, for example, a car, motorbike, bike, moped, boat, caravan, van, minibike, minimoto, trailer and mobility scooter;

## **we, us or our**

shall include anyone working on our behalf, for example, our employees, contractors, agents and other persons authorised by us;

## **written permission**

means a letter from us giving you permission to do something as required under this Tenancy Agreement;

any references to clauses shall be deemed to be references to clauses of this Tenancy Agreement;

and

any reference to any statute and other legislative provisions shall be deemed to include reference to any such provisions as from time to time amended, varied, replaced, extended or re-enacted and to any orders or regulations made under such provisions.

# Section 1 - General terms

**It is agreed as follows:**

## **1 Rent and other payments for your home**

- 1.1 The weekly rent and service and other charges for your home at the start of the tenancy are set out on page 4.
- 1.2 The payment of rent and service and other charges is due in advance on the Monday of each week.
- 1.3 We may collect rent and service and other charges due under this tenancy over fewer than 52 (or where relevant 53) weeks in each financial year (starting from 1 April in each year). If this clause applies, we will tell you at the start of the financial year which weeks are 'non-payment' weeks.

## **2 Changes in rent**

- 2.1 We may increase the rent with effect from the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us.
- 2.2 After the first rent variation under this Tenancy Agreement we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the rent by giving you not less than one calendar month's notice in writing. The notice will specify the rent proposed. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to the First Tier Tribunal (Property Chamber) (or a successor or replacement body) to have a market rent determined. In that case the maximum rent payable for the following year will be the rent so determined.

## **3 Payment of arrears (where applicable)**

If you have any arrears of rent and other charges due when this tenancy is granted you agree to pay off those arrears by weekly instalments shown on page 4. If you do not make the payments, we may start court proceedings to end this tenancy.

## **4 Services and service charges (where applicable)**

- 4.1 We shall provide the services set out on page 4 for which you shall pay a service charge. This charge only applies to your home if an amount has been entered against a service on page 4.
- 4.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary either the services provided or charges for the services or introduce new services for which charges may be payable.



## **5 Changes in services and service charges (where applicable)**

- 5.1 With effect from the first Monday in April after this tenancy is granted we may increase or decrease your service charge (if it applies) at any time if we give you at least one calendar month's notice in writing, but not more than once a year unless there is a change in the services provided.
- 5.2 Each year, 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.
- 5.3 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.
- 5.4 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 it, 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.
- 5.5 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 the First Tier Tribunal (Property Chamber) (or a successor or replacement body) for a decision as to what is reasonable.
- 5.6 We may set up a sinking fund to build up a fund of money to be used for particularly expensive items of service charge expenditure we will need to incur in the future.

## **6 Water, sewerage and heating charge (where applicable)**

- 6.1 If we enter into an arrangement with the local water and/or heating provider to collect charges on their behalf, then for so long as such arrangement continues you agree to pay a water, sewerage and/or heating charges to us.
- 6.2 The water, sewerage and/or heating charges (if any) which apply to your home at the start of this tenancy are entered against the relevant charge on page 4.
- 6.3 We may at any time and upon giving you one calendar month's notice in writing:
  - 6.3.1 vary the relevant charges to reflect the revised charges notified to us by the water or heating provider;
  - 6.3.2 require you to pay us these charges in accordance with clause 6.1 if you do not already do so.

## **7 District heating systems (where applicable)**

- 7.1 If you receive heat and/or hot water from a district heating scheme (indicated by a 'district heating charge' on page 4) then your district heating charge must be paid at the same time as your rent.
- 7.2 The district heating charge shall be varied at the same time as the rent and using the same procedure.



## 8 Outgoings

You must meet all outgoing and other charges applying to your home whether metered or billed.

## 9 Service of notices

9.1 This clause gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this Tenancy Agreement, is:

Believe Housing Limited, Coast House, Spectrum 4, Spectrum Business Park, Seaham, SR7 7TT.

9.2 Any legal notice, or any other communication arising from this Tenancy Agreement, shall be validly served on you if delivered to you personally or posted or delivered to or left at your home or last known address.

## 10 Altering this Tenancy Agreement

Except for any changes in rent or other charges or services, or where legislation permits, this Tenancy Agreement may be altered only with the written consent of both you and us.



## Section 2 - Our obligations

### We agree:

#### 11 Possession

To give you possession of your home at the start of the tenancy.

#### 12 Tenant's right to occupy

Not to interrupt or interfere with your right peacefully to occupy your home except where:

12.1 access is required in accordance with clause 35; or

12.2 we are entitled to possession at the end of the tenancy.

#### 13 Repair of structure and exterior

To keep in repair the structure and exterior of your home including:

13.1 drains, gutters and external pipes;

13.2 the roof;

13.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames (including necessary external painting and decorating);

13.4 internal walls, floors (excluding floor coverings), ceilings, doors, door frames, door hinges and skirting boards but not including internal painting and decoration;

13.5 chimneys, chimney stacks and flues but not including sweeping;

13.6 main entrance path, steps or other means of access;

13.7 plasterwork;

13.8 integral garages and stores.

#### 14 Repair of installations

To keep in repair and proper working order any installation provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity including:

14.1 basins, sinks, baths, showers, toilets, flushing systems and waste pipes (but not any other fixtures, fittings and appliances for making use of the supply of water, gas or electricity);

14.2 electric wiring including sockets, switches and light fittings (excluding bulbs);

14.3 gas pipes, water pipes, water heaters, fitted fires and central heating installations.

#### 15 Repair of communal areas

To keep in repair any communal areas of your home including their electric lighting and external decoration and any communal aerials and to ensure that such communal areas are fit for use by you and others living in or visiting your home.

#### 16 Housing management

To provide you with information on our housing management policies as required by the guidance issued by the Regulator (or its predecessor or successor body) under Section 193 of the Housing and Regeneration Act 2008.

## Section 3 - Your obligations

### You agree:

#### 17 Possession

To take possession of your home at the start of the tenancy and not to part with possession of your home or sub-let the whole of it.

#### 18 Rent and other charges and outgoings

18.1 To pay the rent and (if applicable) service and other charges weekly in advance as required by clauses 1, 2, 4, 5, 6 and 7.

18.2 To pay any arrears of rent and other charges as required by clause 3.

18.3 To meet all outgoings as required by clause 8.

#### 19 Use of your home

19.1 To use your home for residential purposes, as your only or principal home and in a reasonable and responsible manner.

19.2 Not to operate any business or trade without first getting our written permission.

19.2.1 We will refuse permission if we think your business will cause a nuisance or annoy your neighbours, or damage your home. However, we will only refuse permission if we have good reason to do so.

19.2.2 If we give you permission, you will also need to get planning permission and building regulation approval, if appropriate.

19.2.3 If we give permission and the business causes a nuisance or annoyance, we may withdraw our permission and allow you 28 days to stop running the business from your home.

*Examples of the businesses we will not allow include, but not limited to the following:*

- *repairing and maintaining cars;*
- *running a printing business;*
- *running a shop;*
- *businesses that involve using hydraulic equipment;*
- *businesses that involve using industrial machines; and*
- *businesses involving controlled substances or chemicals.*

19.3 Not to use your home (and ensure that no one living in or visiting your home uses it):

19.3.1 for anything it is not designed for; and

19.3.2 to carry out any illegal or immoral activities.

*Examples of illegal activities include, but not limited to the following:*

- *prostitution-related activities;*
- *possessing, cultivating or dealing illegal drugs;*
- *storing or handling stolen or counterfeit goods;*
- *theft;*
- *burglary; and*
- *keeping illegal or unlicensed firearms, ammunition or weapons in the property.*

## **20 Safety around your home**

20.1 Not to (and ensure that no one living in or visiting your home does):

20.1.1 use portable oil or paraffin heaters in your home;

20.1.2 store gas canisters or bottles or any dangerous, flammable or explosive materials either inside or outside your home, including in any garden, garage, shed or outbuilding (except oxygen you need for medical reasons or items for domestic use, for example a barbeque gas bottle);

20.1.3 interfere with or damage any fire-safety equipment in your home or communal areas;

20.1.4 jam open door-entry-system doors or protected-access doors or fire doors;

20.1.5 damage or put graffiti on any property we own;

20.1.6 display any notice, trade plate or advertisement in or on your home or on the estate without getting our written permission (we may set reasonable conditions which you must keep to);

20.1.7 allow oil or other harmful substance to enter the gullies or drains or seep on to neighbouring property or highways or contaminate your home or neighbouring property; and

20.1.8 tamper with the supply of gas, electricity or water, or with any other services, meters, hard-wired smoke detectors or warden call equipment that we have installed in your home.

20.2 Not to (and to ensure that no one living in or visiting your home does):

20.2.1 dump or hoard any large quantities of objects, rubbish or other items in or around your home, the communal areas or your garden; and

20.2.2 hoard anything in your home that may constitute a nuisance or fire hazard or cause or contribute to the build-up of condensation or dampness or obstruct access to your home or installations within it.

## **21 Nuisance, annoyance and disturbance**

Not to do anything (and to ensure that no one living in or visiting your home (including any pets) does anything) that causes or is likely to cause a nuisance, annoyance or disturbance to anyone living, visiting or working in the local area.

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

- *loud music;*
- *loud noise during unreasonable hours;*
- *intimidating behaviour;*
- *abusive language;*
- *threatening behaviour;*
- *shouting and slamming doors;*
- *allowing dogs to bark often, and not cleaning up dog mess;*

- excessive bird feeding;
- taking drugs;
- being drunk and offensive;
- using equipment that interferes with television reception;
- rubbish dumping;
- playing ball games close to someone else's home;
- using firearms (including air rifles) in the area;
- repairing vehicles (except minor maintenance to your own vehicle);
- parking an illegal or un-roadworthy vehicle near your home;
- riding unlicensed motorcycles and mini-motorcycles on footpaths and grassed areas;
- throwing things (for example mud or stones) at another person or at property; and
- doing anything that unreasonably interferes with the peace, comfort or convenience of any other person.

## 22 Harassment

Not to harass or threaten or encourage others to do so (and to ensure that no one living in or visiting your home harasses or threatens to harass) anyone on any grounds.

*Examples of harassment include, but not limited to the following:*

- inappropriate behaviour or language relating to a person's protected characteristics;
- using or threatening to use violence towards anyone;
- using abusive or insulting words or behaviour;
- stalking someone;
- damaging or threatening to damage another person's home or possessions; and
- writing threatening, abusive or insulting graffiti.

## 23 Antisocial behaviour

Not to behave (and to ensure that no one living in or visiting your home (including any children and pets) behaves) in an antisocial way.

*Examples of antisocial behaviour include, but not limited to the following:*

- violence or threats of violence towards any person;
- criminal activity;
- using or dealing drugs;
- being drunk;
- using abusive language and offensive behaviour;
- domestic abuse;
- damaging or threatening to damage property;
- abusive or threatening telephone calls;
- writing graffiti;
- throwing things off balconies or out of windows;
- storing materials that may catch fire or blow up (or vehicles that use these materials) in your home or in communal areas; and
- blocking communal areas.

## **24 Abuse**

- 24.1 Not to inflict (or threaten) violence or abuse (and to ensure that no one living in or visiting your home is being violent or abusing to) any other person.
- 24.2 For the purposes of this clause, 'other person' includes any person residing, visiting, working or otherwise engaging in lawful activity in your home or in the locality or any employee, contractor or agent of ours whether in your home, locality or elsewhere (for example at our offices).

## **25 Community responsibilities**

To be responsible for the behaviour of everyone living in or visiting your home (including any children and pets). This applies when they are in your home, in communal areas, on adjacent land and in the locality around your home.

## **26 Pets**

- 26.1 If you live in a house or a bungalow:
- 26.1.1 not to keep more than two domestic animals (such as dogs, cats, caged birds or small animals) without our written permission; and
- 26.1.2 to care for and keep any pets kept at or visiting your home under proper control.
- 26.2 If you live in a building where there is a warden and/or shared access areas:
- 26.2.1 not to keep a dog or cat or other large pet, unless it is a disability assistance dog or you have obtained our written permission;
- 26.2.2 not to keep more than two small caged animals;
- 26.2.3 to care for and keep any pets kept at or visiting your home under proper control.
- 26.3 Not to keep any unsuitable animals at your home.  
*Examples of unsuitable animals include, but not limited to: wild animals, poisonous insects and spiders, poisonous or dangerous snakes or fish and large reptiles.*
- 26.4 Not to keep any animal which has been classed as dangerous under the Dangerous Wild Animals Act 1976 or under the Dangerous Dogs Act 1991.
- 26.5 Not to breed any animals or birds at your home, or build a chicken coop, pigeon cove or aviary without our written permission.
- 26.6 Not to keep livestock or farm animals such as horses, donkeys, goats, pigs, cattle, ducks, or geese at your home.
- 26.7 Not to allow any pets kept at or visiting your home to frighten, annoy or cause a nuisance to us or anybody in the local area.  
*Examples of this include, but not limited to:*
- letting your dog bark;
  - failing to keep your pet under control; and
  - creating any kind of danger to people's health.
- 26.8 To immediately remove your dog's faeces whether around your home or otherwise in the local area.
- 26.9 To ensure that your pet does not prevent us from getting into your home.



## 27 Repairs and decorations

- 27.1 To the extent that this is not our responsibility under this Tenancy Agreement, to keep your home in good condition (including carrying out any minor repairs) and in particular the following areas:
- the inside of your home, including decoration inside your home;
  - the outside of your home;
  - your garden; and
  - your garage or other outbuildings (such as sheds or greenhouses) which form part of the property covered by this Tenancy Agreement.
- 27.2 Not to decorate the outside of your home without our written permission.
- 27.3 Not to use any textured coatings (such as Artex) on the walls of your home and (without our written permission) on the ceilings.
- 27.4 Not to remove any textured coating in your home without our written permission.
- 27.5 In relation to the flooring in your home:
- 27.5.1 not to lay laminate or wooden flooring without our written permission;
- 27.5.2 to keep the floors covered with an appropriate floor covering to reduce any noise being heard in your neighbours' homes;
- 27.5.3 not to use adhesives (glue) to secure floor covering (if you do, we will charge you the cost of removing the floor covering if we need to do any repairs);
- 27.5.4 to remove (and later reinstall) any laminate or wooden flooring to enable us to carry out repairs or improvements to your home (whether it was originally installed by you or a previous tenant).
- 27.6 To keep in good condition (and not to remove) any furniture, appliances, carpets or curtains provided by us.
- 27.7 To sweep chimneys (if there are any in your home).

## 28 Alterations and other works to your home

- 28.1 Not carry out alterations or additions either inside or outside your home without our written permission which we may give you under clause 49. This includes: aerials, conservatories, driveways, fences, garages, garden ponds, greenhouses, hard-standing for vehicles, outbuildings, satellite dishes, surveillance equipment and sheds. We may refuse permission if there is a good reason and will tell you why. We may give permission, but subject to reasonable conditions.
- 28.2 Not to carry out any gas or electrical work at your home without our written permission. This work must only be carried out by a qualified and competent contractor and inspected by us.
- 28.3 To obtain any necessary planning or building regulations approval before you carry out any alterations or other works to your home which are permitted under this Tenancy Agreement and (where applicable) by us.



## **29 Gas safety**

To be responsible for getting a yearly gas safety check by a gas safe-registered contractor on any appliance you own, and to show us a record of the safety check.

## **30 Pests**

To keep your home free of pests and to tell us immediately if your home becomes infested with rats, mice or other pests. The costs of dealing with pests may be your responsibility.

## **31 Lofts**

31.1 Not to store anything in the loft space that:

- is dangerous, flammable or explosive;
- increases the weight on any part of the property so as to affect the structure or safety of the property;
- increases the risk of infestation by things like rats, mice or other pests;
- causes a nuisance or annoyance to us or your neighbours.

31.2 To remove your belongings to allow us access to your loft to carry out inspection, repair or improvement.

31.3 To remove all of your belongings from the loft space at the end of the tenancy.

31.4 Not to enter the loft space where we have informed you in writing that you must not do so.

## **32 Communal areas**

32.1 Not to use any communal areas for anything they are not supposed to be used for.

32.2 Not to block any communal areas or leave litter or dirt or your belongings there.

32.3 To dispose of all household rubbish and bulky items quickly so they do not cause a nuisance.

32.4 To keep any communal areas tidy, clean and safe.

32.5 Not to create a health and safety risk or obstruction by leaving rubbish, dangerous materials or personal belongings in any communal areas in the building or on the estate. If we have to get rid of your things, you will have to pay the costs of us doing so, within 28 days.

32.6 Not to smoke (and to ensure that no one living in or visiting your home smokes) in any enclosed communal areas.

32.7 Not to damage, dirty or vandalise any communal stairs or handrails to the building or any other communal areas on the property, buildings or estate.

32.8 To close security or shared doors and not give out any keys or pass codes to entry doors.

32.9 To do your best to prevent damage to the property, building and the estate.

32.10 Not to tamper with or damage (and to ensure that no one living in or visiting your home (including any children and pets) tampers with or damages) safety equipment such as fire or smoke alarms, door-entry systems, security gates and CCTV systems.

### **33 Gardens**

- 33.1 To keep your garden well maintained at all times.
- 33.2 To be responsible for looking after all parts of your garden, including grass, plants, bushes, trees and hedges.
- 33.3 To maintain your garden so as not to endanger the health and safety of other people or cause damage to any property (including any pipes, drains or cables).
- 33.4 To keep hedges at a manageable height (no more than one metre high at the front and no more than 2 metres at the back). They should not hang over a public right of way.
- 33.5 To keep your garden tidy and free from rubbish and debris.
- 33.6 To put your waste and recycling containers out for collection in accordance with the Council's guidance from time to time and return them to their proper storage places as soon as possible after the waste has been collected.
- 33.7 Not to without our written permission:
  - remove any tree or shrub on a boundary;
  - plant, remove or carry out any work on trees.

### **34 Parking – vehicles and access**

- 34.1 Not to without our written permission:
  - build a garage, car hard-standing or driveway (if we give you permission you will also need to get planning permission and building regulation approval, if appropriate);
  - park a boat, caravan, motor-home, trailer, lorry or large commercial vehicle or similar vehicle at your home or on land that we own or manage.
- 34.2 Not to:
  - block access to any other property by parking inconsiderately, or allow anyone living in or visiting your home to do so;
  - allow any motor vehicle, caravan, motor-home, trailer, lorry or other wheeled vehicle to obstruct any road, lane, path or access-way or to block the route of emergency vehicles;
  - park any vehicle outside the boundaries of your home, unless it is on a designated parking area or on the road and it is in a roadworthy condition, taxed and insured;
  - allow a vehicle to enter any land at your home, except across a proper crossing (for example, a dropped kerb);
  - allow any motor vehicle to be repaired, serviced or worked on between 10pm and 8am at your home or on any housing land or on any road outside your home, except in an emergency;
  - park any motor vehicle in the open air at your home unless it is in a roadworthy condition, taxed and insured or you have the statutory off-road notification (SORN);

- park or drive a vehicle on any land owned or managed by us that is a grassed open-plan area, footpath, grass verge or open space;
- keep mopeds, motor scooters or motorbikes inside your home or in communal areas inside the building your home is in (for example, entrance halls, stairs or landings). Battery-powered scooters for use by the disabled are exempt so long as they do not cause an obstruction and do not cause any health and safety risk. If we provide parking areas for battery-powered scooters, you must park any battery-powered scooter within those parking areas.

## **35 Access**

- 35.1 To allow us, our employees, contractors or agents access at reasonable times and subject to reasonable notice to inspect the condition of your home or any installations or to carry out an annual safety check or to carry out repairs or other works to your home or adjoining property. (We will normally give you at least 24 hours' prior notice but more immediate access may be required in an emergency.)
- 35.2 To allow the fire services access to carry out their fire-risk assessment of your home.
- 35.3 If we make an appointment with you and you do not let us in (unless for a good reason), you may have to pay our reasonable costs. If we do not attend the appointment (unless for a good reason), then you may be able to claim your reasonable costs.
- 35.4 Not to smoke or allow smoking in your home when our employees, contractors or agents are present and to allow our employees, contractors or agents to open a window to ventilate a room if you have been smoking there.

## **36 Reporting disrepair**

To report to us promptly any disrepair or defect for which we are responsible in your home or the communal areas.

## **37 Damage**

To make good any damage to your home or our fixtures and fittings or to the communal areas caused by you or anyone living in or visiting your home, including children or pets (fair wear and tear excepted) and to pay any reasonable costs reasonably incurred by us in carrying out such works in default.

## **38 Non-compliance with your Tenancy Agreement**

- 38.1 To reimburse us for our costs or liabilities where these are incurred as a consequence of any breach by you (or anyone living in or visiting your home (including any children and pets)) of any of your obligations under this Tenancy Agreement, including (but not limited to):
- 38.1.1 the cost of any repairs that are required because you (or someone living in or visiting your home (including any children and pets)) have not looked after your home properly, or have misused it or damaged it (even if the damage was caused by accident);

- 38.1.2 the cost of carrying out any works for which you are responsible under this Tenancy Agreement and which you failed to carry out (at all or to an acceptable standard);
- 38.1.3 the cost of repair or replacement of any fixtures and fittings (including any furniture, appliances, waste bins and/or recycling containers, carpets or curtains) in your home provided by us if these are damaged by you or anyone living in or visiting your home (including children or pets), even if the damage was caused by accident.
- 38.2 To pay, unless the court orders otherwise, our reasonable expenses properly incurred in enforcing this Tenancy Agreement.

## **39 Assistance and information**

To reasonably co-operate, assist and provide sufficient information to us to enable us to comply with our obligations under this Tenancy Agreement or otherwise with any legal responsibilities which we may have to you or other persons and organisations.

## **40 Assignment**

Not to assign the tenancy except:

- 40.1 in furtherance of a court order; or
- 40.2 with our written permission when exercising the right to exchange set out in clause 54; or
- 40.3 with our written permission when assigning the tenancy to someone who would have been qualified under clause 55 to succeed to the tenancy if you had died.

## **41 Overcrowding**

Not to allow your home to be overcrowded.

## **42 Lodgers and others living in your home**

Not to take lodgers unless and until this tenancy has been converted to an assured non-shorthold tenancy, or where you have our prior written consent. Once the tenancy has converted to an assured non-shorthold tenancy, to tell us on request the name, age and sex of any lodger and any other person living in your home and the room he or she occupies.

## **43 Sub-letting**

- 43.1 Not to grant a sub-tenancy of the whole of your home.
- 43.2 Not to grant a sub-tenancy of any part of your home without our written permission. We will not consider giving consent until this tenancy has converted to an assured non-shorthold tenancy. After that time, we will refuse permission only if we have good reason to do so. If we give you permission it may be subject to reasonable conditions.

#### **44 Absence from your home**

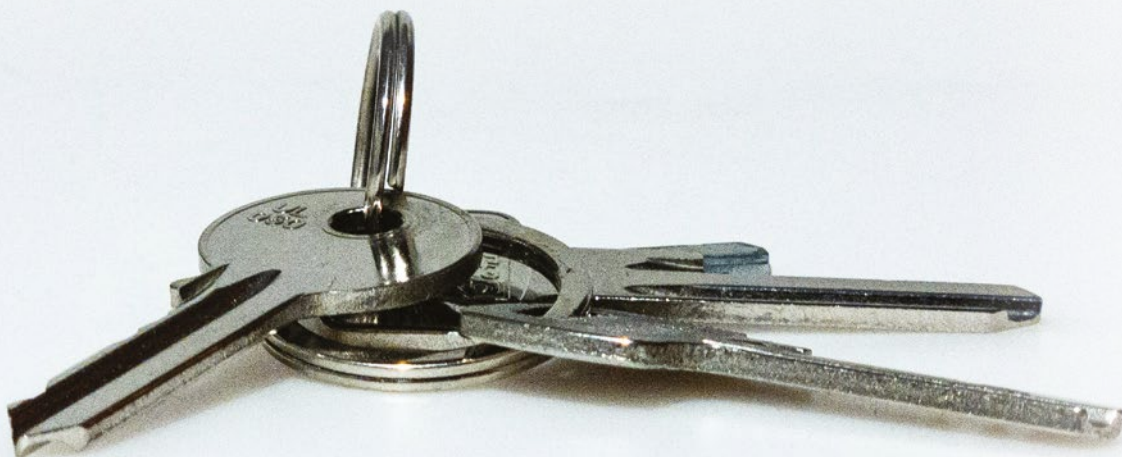
To inform us in writing and in advance, if you expect to be absent from your home for four continuous weeks or more.

#### **45 Ending the tenancy**

To give us at least four weeks' notice in writing when you wish to end the tenancy.

#### **46 Moving out**

- 46.1 To give us vacant possession of your home at the end of the tenancy and to remove all your belongings including furniture, personal possessions, pets and rubbish and leave your home (including any garden) and our fixtures and fittings (including any appliances, waste bins and/or recycling containers provided by us) in good lettable condition and repair (subject to fair wear and tear).
- 46.2 If you fail to comply with clause 46.1 we may arrange for the disposal of rubbish and cleaning of your home and otherwise making your home lettable again and may charge you for our reasonable costs of doing so.
- 46.3 We do not accept any responsibility for anything you leave at your home at the end of the tenancy.
- 46.4 To return keys of your home to us by no later than noon on the Monday following the end of the notice period (or such other date as we agree). If you hand in keys after this time, we may charge you another week's rent (or more). If you leave your home before the end of the four-week period, you will still be responsible for paying rent until the end of the notice period.



## Section 4 - Your rights

**You have the following rights:**

### **47 Right to occupy**

- 47.1 You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligation contained in this Tenancy Agreement to give access to our employees, contractors or agents).
- 47.2 Your right to occupy your home is at risk if you do not comply with the terms of this Tenancy Agreement or have proper respect for the rights of other persons in the neighbourhood.

### **48 Right to take in lodgers and sub-let part of your home**

- 48.1 You have the right to take in any persons as lodgers as long as you do not grant a sub-tenancy or make your home overcrowded.
- 48.2 As long as you first get our written permission, you may sublet part of your home. We may give consent subject to reasonable conditions.

### **49 Right to make improvements**

- 49.1 You may make improvements, alterations and additions to your home provided that you have first obtained our written permission and all other necessary approvals (for example, planning permission and building regulations approval).
- 49.2 We shall not unreasonably withhold our permission but may make it conditional upon the works being carried out to a certain standard. Failure to seek our permission or to comply with our conditions shall be a breach of your obligations under this tenancy and if we have to undertake works due to your default under this clause we may charge you our reasonable costs of doing so.
- 49.3 You are responsible for repairing and maintaining your improvements, alterations and additions, unless we agree in writing that we will be responsible for them. We may require you to remove any improvements, alterations or additions at the end of the tenancy and to make good any damage to your home or our fixtures and fittings or to the common parts caused by the improvement, alteration or addition (or to pay any costs reasonably incurred by us in carrying out such works in default).



## **50 Compensation for improvements**

You have the right to claim compensation for certain approved improvements which you have made to your home. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

## **51 Right to repair**

You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a specified timescale. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales.

## **52 Right to consultation**

We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your tenancy.

## **53 Right to information**

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 and transfers, and our performance as a landlord.

## **54 Right to exchange**

54.1 You have the right to exchange this tenancy with that of another assured or secure tenant of a registered provider of social housing or a local authority subject to first getting our written permission. We will only refuse our permission in the same circumstances where a council landlord would be able to refuse consent.

54.2 You must not charge any premium in relation to an exchange of this tenancy.

## **55 Right to succession**

55.1 If you die, certain people, who are specified in clause 56, may succeed to this tenancy. This clause 55 will not apply if you have already succeeded to this tenancy (either under clause 55 in this tenancy agreement or similar succession clauses in a previous tenancy which we granted).

55.2 In certain circumstances, if the property is larger than the needs of the successor or has been provided or adapted for an older or disabled person and the successor is not older or disabled, the successor will be offered suitable alternative accommodation.



## **56 People entitled to succeed to this tenancy**

- 56.1 If you are a joint tenant and you die then the tenancy may continue in the name of the sole remaining tenant. This counts as succession.
- 56.2 If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home immediately prior to your death.
- 56.3 Subject to clauses 56.4 and 56.5, if you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, the tenancy may pass to a member of your family who lived with you in your home (as their principal or only home) for at least 12 consecutive months immediately prior to your death. If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim to us in writing within three months of your death and we will decide to whom we will offer the tenancy. We will advise who the successful claimant was to everyone who makes such a claim.
- 56.4 If this tenancy devolves under your will or intestacy to a person who is not entitled to succeed under this tenancy agreement, we may use Ground 7 in Schedule 2 to the Housing Act 1988 to end this tenancy and grant the person who may be entitled to succeed under this tenancy agreement a new tenancy of your home.
- 56.5 If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person who may be entitled to succeed under this tenancy agreement reasonably requires, we may end your tenancy and offer that person a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy agreement other than in relation to rent (and other charges) and succession.

## **57 Right to acquire**

You may have the right to acquire your home under the Housing and Regeneration Act 2008, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you will not be able to exercise this right.

## Section 5 - Tenure

### 58 Type of tenancy

- 58.1 We can end this tenancy by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988. Details of the grounds of possession can be obtained from us. If any new grounds for possession are introduced, into Schedule 2 of the Housing Act 1988 or the existing ones modified, we may use those new or modified grounds.
- 58.2 We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988. If we intend to seek a demotion order we will give you two weeks' notice in writing unless the court has allowed us to go ahead without serving notice on you.
- 58.3 If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you two weeks' notice in writing unless:
- 58.3.1 we are using grounds 14, 14A or any other statutory ground which allows us to issue proceedings immediately after service; or
- 58.3.2 we are using grounds which require us to give two months' notice; or
- 58.3.3 the court has allowed us to go ahead without serving notice on you.
- 58.4 If this tenancy has been demoted, we may ask the court to make a possession order under other provisions of the Housing Act 1988. These give the court limited rights to refuse a possession order.
- 58.5 As well as seeking a possession and/or a demotion order, we can ask the court for an injunction, which may include a power of arrest and an exclusion order or other mandatory terms to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.

### 59 Cessation of assured tenancy

- 59.1 If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you four weeks' notice in writing.



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