

Assured Tenancy Agreement

YOUR CONTRACT

with parties associate themselves as business associates
the formation of a joint venture, for the purpose
ess provided for by terms and provisions

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Assured Tenancy Agreement

This tenancy agreement is between

Our name and address

Byker Community Trust (we us or our) of

We are registered with the Regulator of Social Housing under Chapter 3 of the Housing and Regeneration Act 2008 and are subject to its regulatory powers.

Name of tenant

and

(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 and service of any notice in accordance with condition six shall be effective even if it is only validly served on any one of you alone.)

Address

in respect of

(your home) 3

This information is about your responsibilities as a council tenant in Newcastle. If you need this in a different language phone 0191 278 8633.

This information is also available in easy read, large print, Braille and audio tape. We can also arrange for you to see a British Sign Language interpreter.

বাংলায় Bengali	এই তথ্য হল নিউকাস্টল কাউন্সিলের টেনেন্ট হিসাবে আপনার দায় দায়িত্ব সম্বন্ধে। এই তথ্য যদি <বাংলায়> অথবা অন্য কোন ভাষায় প্রয়োজন হয় তাহলে এই নাম্বারে ফোন করুন- ০১৯১ ২৭৮ ৮৬৩৩
普通话 / 国语 Chinese Simplified	这是有关您作为纽卡斯尔市政租客所需要承担的责任的信息。如果您需要此信息的普通话版本或其它语言版本，请致电 0191 278 8633 索取。
廣東話 / 粵語 Chinese Traditional	這是關於您作為紐卡素市政府租客所需要承擔的責任的信息。如果您需要此信息的廣東話版本或其它語言版本，請致電 0191 278 8633 索取。
فارسی Farsi	این اطلاعات درباره مسئولیت‌های شما به عنوان یکی از مستأجران خانه‌های دولتی در نیوکاسل است. در صورت نیاز به این اطلاعات به زبان فارسی یا زبان‌های دیگر با شماره تلفن ۰۱۹۱ ۲۷۸۸۶۳۳ تماس بگیرید.
Français French	Ces informations concernent vos responsabilités en tant que locataire de la municipalité de Newcastle. Si vous avez besoin de ces informations en français ou dans une autre langue, téléphonez au : 0191 278 8633.
کوردی سۆناری Kurdish	ئەم زانیاریانە سەبارەت بە بەرپرسانی پێوەکانی ئێوه وەکو کۆتیشینیکی شۆزای شار لە نیوکاسلدا یە. ئەگەر تۆتان لە وەرگرتنی ئەم زانیاریانە بە زمانی کوردی یا هەر زمانێکی دیكە هەبە بە ژمارە تەلەفۆنی 0191 278 8633 پێوەندی بکەن.
Português Portuguese	Esta informação refere-se às suas responsabilidades como inquilino social em Newcastle. Se precisar desta informação em <português> ou noutra língua, queira ligar para o 0191 278 8633.
русском Russian	Информация о Ваших обязательствах в качестве муниципального квартиросъемщика в г. Ньюкасле. Если Вы нуждаетесь в этой информации <на русском> или другом языке звоните по тел. 0191 278 8633.
Español Spanish	Ésta es información sobre sus responsabilidades como inquilino municipal de Newcastle. Si necesita esta información en español o en otro idioma, llame al 0191 278 8633.

Description of your home

which comprises

The home that is the subject of this tenancy is owned by us. We are an Industrial and Provident Society, and we are also a charitable body.

Permitted number

The maximum number of people allowed to live at your home is

Payments for your home

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

(i) rent of £

(ii) rent arrears of £ payable at £ per week

Service charge £

District Heating charges £

Total weekly payment £

The tenancy

This tenancy is an Assured Tenancy which begins on

for a week and thereafter weekly until brought to an end or (if applicable) demoted by a court order (see condition 40). Its terms are set out in this tenancy agreement.

Signatories

Signed on behalf of the

Landlord

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

If this is a joint tenancy, each tenant should sign. If you have a joint tenancy (in other words where more than one person is the tenant), this agreement applies to both, or all of you. You are all jointly and individually responsible for all parts of this agreement.

Date

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

Section 1 - General terms

It is agreed as follows:

1. 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]. They may subsequently be raised, but only in accordance with the terms of this tenancy agreement.
- 1.2 The payment of rent and service and other charges is due in advance on the Monday of each week.
- 1.3 We will collect rent, service and other charges due under this tenancy over 49 weeks, or 50 weeks in a 53-week financial year, in each financial year (starting 1 April each year). We will tell you at the start of the year which weeks are "non payment" weeks.

You must pay your rent every Monday, and you must pay it every week. If you want to pay us every month, you must pay us in advance for the month to come. We may use any money which we owe you to pay any rent or charges you owe under this or a previous tenancy. If you fail to make these payments in full and on time we may go to court to seek a judgement against you as a debt and/or take possession of your home. Please contact us immediately if at any time you experience difficulties with making your payments.

2. Payment of arrears

If you have any arrears of rent and/or other charges due when this tenancy is granted you agree to pay off those arrears by the weekly instalments shown on page [4]. Your signing of this tenancy agreement confirms that you agree with us treating any arrears of rent or other charges due to the Council before the

date of this tenancy as being current arrears owed to us, and if you do not make the payments, we may start court proceedings to recover the money as a debt and/or end this tenancy.

3. Services

- 3.1 We shall provide the services set out on page [4] for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on page [4].
- 3.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services.

4. Changes in rent

- 4.1 We may increase or decrease the rent on the [first Monday in April] in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 by giving you not less than four weeks notice in writing. The notice will specify the rent proposed for the year following and the date that it takes effect. It cannot take effect until at least a year has passed since the last change. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum rent payable for the following year will be the rent so determined.
- 4.2 If you were a tenant of the Council immediately before your home was transferred to us (referred to in this Agreement as "a transferring tenant"), in each of the first five years following the date of this tenancy agreement (2012 - 2013; 2013 - 2014; 2014 - 2015; 2015 - 2016 and 2016 - 2017) the maximum amount by which the weekly rent can

be increased on the first Monday in April is limited. It must not exceed the following figure:

The weekly rent payable immediately before that date, increased by the change in the rate of inflation (as measured by the Retail Price Index) over the previous year

Plus:

One half per cent (0.5%)

Plus:

Two pounds and twelve pence (£2.12)

After the first Monday in [April 2017] your rent will be capable of being changed in accordance with condition 4.1 above.

5. Changes in service and other charges

- 5.1 With effect from the [first Monday in April] after this tenancy is granted 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.
- 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 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 statement showing what is included in your service charge. When you receive your statement 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 After consulting with you and other affected tenants, we may increase or reduce the services provided, or remove or add to those services (including adding wholly new services) and vary your service charge accordingly. However, the principles of condition 5.6 shall apply to any such change, just as they do for any services that are not varied.
- 5.6 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 Leasehold Valuation Tribunal for a decision as to what is reasonable.

6. Service of notices

- 6.1 This condition 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:

Byker Community Housing Office, 45/47 Brinkburn Street, Byker, NE6 1QN.

We will let you know if this changes in the future.

- 6.2 Any legal notice, or any other communication arising from this tenancy agreement, shall be validly served on you if posted or delivered to or left at your home or last known address.

7. Altering the agreement

- 7.1 Except for any changes in rent or service charges (which are dealt with in conditions 4 and 5) this tenancy agreement may be altered only with the written consent of both you and us.
- 7.2 We will not make any changes to Section 2 of this tenancy agreement (which sets out our obligations), Section 4 of this tenancy agreement (which sets out your rights) or Section 5 of this tenancy agreement (which sets out the grounds for taking possession of your home) unless:
- we are required to do so due to a change in the law (passed by parliament) or
 - we both agree to the change in writing.
- 7.3 We will not make changes to Section 3 of this tenancy agreement (which sets out your obligations) unless and until:
- we have given you written notice with details of what changes are proposed, inviting you (and all other affected tenants) to give us your comments within a reasonable period, not being less than one month;
 - we have considered all of the comments received within that period, and also the views of the Regulator of Social Housing, before making our final decision regarding the proposed change; and
 - we have given you (and all other affected tenants) written notice of our decision at least one month before any proposed changes that result from our final decision take effect.

Section 2 - Our obligations

We agree:

8. Possession

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

9. Tenant's right to occupy

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

- 9.1 access is required subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property;
- 9.2 we are entitled to possession at the end of the tenancy; or
- 9.3 in accordance with condition 25 of this tenancy agreement.

10. Repair of structure and exterior

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

- 10.1 drains and sewers, gutters and external pipes - unless they are the responsibility of the water company/authority (in which event we will promptly report to them any defect that you tell us about);
- 10.2 the roof;
- 10.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;
- 10.4 internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
- 10.5 chimneys, chimney stacks and flues but not including sweeping;
- 10.6 pathways, steps or other means of access;

Section 3 - Your obligations

You agree:

15. 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.

16. Rent

To pay the rent and (if applicable) service charges, and District Heating charges weekly in advance. You will be given 3 non-payment weeks each year, unless (and to the extent) that your payments are in arrears. Unless we advise you otherwise, these weeks will be during March and December.

17. Outgoings

To meet all outgoings applying to your home including water charges, gas and electric and other costs, whether metered or billed.

18. Use of your home

18.1 To use your home for residential purposes, as your only or principal home and not to operate or allow to be operated any business at your home without our prior written consent and the consent of any other body that is necessary. We will not refuse consent unreasonably, but we would not regard it as unreasonable for us to do so if we feel the business might cause a nuisance or annoyance to other persons in the neighbourhood or damage to your home or any other building or property. If we give consent and the business causes a nuisance we will withdraw our consent, giving you at least four weeks' notice.

- 10.7 plasterwork;
- 10.8 integral garages and stores;
- 10.9 boundary walls and fences.

11. Repair of installations

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

- 11.1 basins, sinks, baths, toilets, flushing systems, taps and stop cocks and water pipes;
- 11.2 electric wiring including sockets, light fittings and switches, gas pipes and water pipes;
- 11.3 water heaters, fireplaces, fitted fires and central heating installations;
- 11.4 any shared fire alarm, door entry and TV aerial systems.

12. Repair of common parts

To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to your home.

13. External decorations

To keep the exterior of your home and any common parts in a good state of decoration on a planned basis.

14. Housing management

To provide you with information on our housing management policies, our performance as a landlord and our complaints procedure, as required by the guidance issued by the Regulator of Social Housing under the provisions of Section 36 of the Housing Act 1996 or any subsequent law or guidance that affects us.

- 18.2 Not to commit or allow any illegal or immoral act to be committed at your home, including but not limited to selling, storing, manufacturing or distributing or dealing in, stolen goods or drugs, nor allowing your home to be used for the purpose of the taking of illegal drugs or drug abuse.
- 18.3 Not to use your home in connection with prostitution or the storing, manufacturing or distributing of unlicensed firearms or illegal weapons, ammunition, explosives or hazardous substances.
- 18.4 Not to store, manufacture, dispose of or allow to accumulate within your home or in its surroundings, refuse, petrol, liquid petroleum or other combustible substances, nor any bulk foodstuffs or materials in such a way as may cause or encourage infestation of your home or common areas with pests, insects or other vermin.

19. Nuisance and annoyance

You must make sure that you and people living in or visiting your home, do not act in any anti-social manner towards, harass, annoy or cause a nuisance, or do anything likely to annoy or cause a nuisance alarm or distress to:

1. any person living with you or working in the local area;
2. any person who lives in the Byker Estate; or
3. any of our employees or any person acting for us, or any employees of suppliers, utility companies, the local authority or other organisations visiting your home in order to carry out repairs, inspections or other legitimate activities.

Racial and other harassment

Neither to commit, nor to allow members of your household or visitors to commit, any harassment or threat of harassment, nor to send letters, communications, messages, or make insults or threatening language or behaviour on any ground, including on grounds of race, colour, religion, age, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employees, agents or contractors.

20. Noise

Neither to play, nor to allow to be played by members of your household or visitors, any radio, television, record, compact or mini disk, DVD or tape or sound recording or musical instrument so loudly that it:

- 20.1 causes a nuisance or annoyance to other persons in the neighbourhood; and/or
- 20.2 can be heard outside your home between the hours of 11.00pm and 8.00am.

21. Pets

- 21.1 If you wish to keep pets or animals in your home:
- you will need our written approval unless it is small caged birds (not pigeons) small caged animals or a small aquarium.
 - you do not need permission to keep a dog and cat if the access to your home is not by a shared entrance. The offer of a home with a shared entrance or in a high rise block is not an indication that the prior permission requirement is waived. Permission is not however required where your dog is providing assistance to you or a member of your household who has a disability.

- You must not keep a cat if you live in a high rise flat (and the offer of this type of home to the owner of a cat is not an indication that this provision is to be waived).
- You must not keep a dog if you live in a flat with a shared entrance (and the offer of this type of home to the owner of a dog is not an indication that this provision is to be waived). This condition does not apply where your dog is providing assistance for you or a member of your household who has a disability.
- If you wish to keep pigeons or other livestock, you must obtain our written approval.
- You must ensure that you and any people living in or visiting your home keep under control any animals kept at your home and not keep any animal that might damage your home or cause a nuisance or annoyance to other persons in the neighbourhood.
- You must not allow your pets to foul shared areas, or on roads, footpaths or in play areas in the locality of your home.

21.2 If any pet or animal you keep at your home or is brought to your home by visitors causes nuisance or annoyance to anyone in the local area, including our employees or agents, we may ask you to remove the animal and may take appropriate legal action against you. Nuisance and annoyance includes fouling in communal areas such as stairs and landings and making excessive noise such as barking.

22. Internal decoration and repairs

- 22.1 To keep the interior of your home in good and clean condition and to decorate all internal parts of your home as often as is necessary to keep them in good decorative order.
- 22.2 Not to dispose of nappies or sanitary products down toilets or dispose of any hazardous substances down sinks.
- 22.3 Not to remove any installation belonging to us from your home without our written consent. This includes doors, kitchens and bathroom fittings. We will act reasonably in considering any request.
- 22.4 Not to sell, rent or give away any of the furniture provided by us, deliberately damage or vandalise the furniture or move the furniture out of your home without our prior written permission.
- 22.5 To let us or our agents enter the property at reasonable times on reasonable notice to inspect the furniture or carry out repairs for which we are responsible.
- 22.6 To pay us the cost of repairing or replacing any vandalism or damage to the furniture (except fair wear and tear).
- 22.7 To keep in a good and safe condition any domestic appliances and other installations that you have brought into your home, and any improvements that you have made to it in accordance with condition 42.

23. Damage

To make good any damage to your home or our fixtures and fittings and furniture or to the common parts caused by you or any member of your household or any visitor to your home (except fair wear and tear), and to pay any reasonable costs reasonably incurred by us in carrying out such works in default.

24. Reporting disrepair

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

25. Access

To allow our employees or contractors acting on our behalf and suppliers of utilities and other services referred to below and their contractors and agents access at reasonable times and subject to reasonable notice to inspect the condition of your home or any installations (such as gas, electricity and water), to carry out repairs or other works to your home or adjoining property, to carry out disinfestations, fumigation or pest control to your home if necessary, or to carry out the installation of any utilities, aerial, alarm, heating or power source or other signals or communications, or to comply with our statutory obligations, in each case in respect of your home or any adjoining property. We will normally give at least twenty-four hours' notice but more immediate access may be required in an emergency. You must not obstruct or deny access, either deliberately or otherwise, in particular where this is needed for the annual service of gas or other fuel installations.

26. Gardens, hedges, yards and ponds

- 26.1 To keep all external areas of your home for which you are responsible clean, neat and tidy, and to maintain fencing which is your responsibility to such standard of repair that is expected for the Estate, notified to you from time to time.
- 26.2 Not to build a garage, kennel or animal house or construct a hard standing or drive in your garden without first getting our written consent.
- 26.3 Not to put more than one greenhouse or shed over 6 feet square (1.83 metres) and one storey in height in a private

garden without getting our written permission first. We will act reasonably when deciding whether to grant permission.

- 26.4 Not to construct, extend or alter a wall, fence or pond in your garden without getting our written permission first. We will act reasonably when deciding whether to grant permission having regard, amongst other considerations, to health and safety issues. If we grant consent we may require you to fill in the pond and reinstate the garden to its former condition at the end of your tenancy.
- 26.5 Not to store unsightly or dangerous materials including rubbish, indoor furniture, household appliances, flammable materials or gas in the garden area. If you do we may remove the items and charge you a reasonable cost for doing so.
- 26.6 If you have a shared garden or a shared drive, not to remove, alter, erect, replace or plant any boundary hedge or fence at your home without first obtaining our written permission. We may ask you to remove any fencing or boundary structure you erect without our permission and if you fail to do so we will arrange for its removal and recover from you any costs incurred in doing so.
- 26.7 Not to pour hazardous substances including oil or chemicals or chip pan fat down external drains and to keep drains clean and unblocked

27. Trees

- 27.1 Not to plant large fast growing shrubs or trees in a place that might cause a nuisance or annoyance to neighbours or damage to your home. In the event of shrubs or trees planted without permission causing damage to your home or adjoining properties, you will be responsible for any costs incurred by us in removing or making good any damage caused.

- 27.2 To maintain, prune or remove any shrubs, plants or trees which cause a nuisance. You must get our permission before removing any tree.

28. Safety

- 28.1 Not to place anything on a window ledge or balcony which may be a danger to neighbours or passers-by.
- 28.2 Not to feed birds, pigeons or squirrels outside your home or on a balcony. Not to throw any item (however small) from windows or balconies.

29. Caravans, vehicles and roadways

- 29.1 Not to park a motorcar or any vehicle within the boundaries of your home unless there is a properly constructed and maintained garage, hard standing or pavement and a kerb crossing.
- 29.2 Not to park other vehicles such as boats, trailers, motor homes or caravans at your home without first obtaining our written permission.
- 29.3 Not to repair a vehicle that you do not own at your home whether for payment or not. If we suspect that you are being paid for repairing a vehicle we may ask you to prove that you own the vehicle.
- 29.4 Not to cause a nuisance or annoyance to neighbours or damage to the pathways, drives or highway through leakages or spillages when repairing your vehicle.
- 29.5 Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of non roadworthy vehicles and other obstructions.

30. Communal areas

If you have access to communal areas:

- 30.1 Not to allow anyone you do not know into the shared areas or through any security doors.
- 30.2 To be jointly responsible with other tenants for the keeping clean of access ways, balconies, communal drying areas and staircases (this does not apply to tenants in high rise flats).
- 30.3 Not to obstruct any corridor, path or staircase with refuse, materials, old furniture or equipment, bicycles, mopeds, motorcycles or prams or any object which may cause a hazard to the health and safety of other tenants and/or their visitors and our employees or agents.
- 30.4 Not to interfere with services, security and safety equipment in communal blocks. Doors should not be jammed open and strangers should not be let in without identification.

31. Assignment

Not to assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange or assigning the tenancy to someone that would have been qualified to succeed to the tenancy if you had died.

32. Overcrowding

Not to allow more than the number of persons shown on page [4] to live at your home.

33. Lodgers

To tell us and (if you are in receipt of welfare benefits) the benefit-giving authority the name, age and sex of the intended

lodger and of the accommodation he or she occupies or will occupy.

34. Sub-letting

- 34.1 Not to grant a sub-tenancy of the whole of your home.
- 34.2 Not to grant a sub-tenancy of any part of your home without first obtaining our prior written consent. We may give consent subject to reasonable conditions.

35. Absence from your home

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

36. Ending the tenancy

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

37. Moving out

- 37.1 To give us vacant possession and return the keys of your home at the end of the tenancy (by no later than 12 noon on the final day) and to remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). We do not accept any responsibility for anything you leave at your home at the end of the tenancy.
- 37.2 At the end of your tenancy you will be responsible for meeting all reasonable removal and/or storage charges when items are left at your home. If items are left at your home you agree that we may dispose of the items and you will be liable for the reasonable costs of disposal.

Section 4 - Your Rights

You have the following rights:

38. Right to occupy

- 38.1 You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligations contained in this tenancy agreement at condition 25 to give access to our employees or contractors etc).
- 38.2 Your right to occupy your home is at risk if you do not continue to live in your home as your only or main residence, or if you do not comply with the terms of this tenancy agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

39. Succession

As an assured tenant, it is possible for members of your family (including a partner of the same sex) to take over the tenancy of your home when you die. (You have a legal right to one succession) This is known as 'succession' and a person who takes over the tenancy is known as a 'successor'.

If you were granted this tenancy on the Transfer of your home from Newcastle City Council to us, we will not take account of any successions before the date of the Transfer.

If a person other than your husband, wife or partner wants to take over your tenancy, they must have lived in the property, as their only or main home throughout the 12 months before your death.

If the successor is a family member other than your husband, wife or partner and the property is larger than the successor

needs, we may within 6 to 12 months of your death, apply to take possession of the property. If this happens, we will offer the successor suitable alternative accommodation.

There are the following legal restrictions on succession:

- The property may have been adapted for an older or disabled person. In these circumstances, we will offer the successor another property suitable for their needs.
- The property may be too large for the successor, in which case we will offer a more suitable property. (This does not apply if the successor is your husband, wife or partner).

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.

40. Tenure

You shall remain an assured tenant so long as you occupy your home as your only or principal home and keep to the other terms of this agreement. We can end your tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003), under which your tenancy is demoted to a one year annual shorthold tenancy. We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in Appendix 1 (grounds for possession). Specifically, we will not seek possession using Grounds 1 to 6 of

Schedule 2 to the Housing Act 1988, Ground 8 of Schedule 2 to the Housing Act 1988 (rent is eight weeks in arrears) or Ground 11 of Schedule 2 to the Housing Act 1988 (persistent delay in paying the rent whether or not rent is due at the date of the court hearing).

- 40.1 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.
- 40.2 If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you four weeks' notice in writing unless:
 - 40.2.1 we are using grounds 12, 14 or 14A when the notice may be less than four weeks; or
 - 40.2.2 we are using grounds 7, 9 or 16 when we will give two months' notice; or
 - 40.2.3 the Court has allowed us to go ahead without serving notice on you.
- 40.3 We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in section 5 below.
- 40.4 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.
- 40.5 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 to make you comply with or stop breaching any terms of this tenancy or where you use your home in a way that is not permitted under

its terms. We may also apply for an injunction against an individual who engages in anti-social behaviour.

40.6 We may, if we consider it appropriate, end this tenancy and offer you a Family Intervention Tenancy (FIT). This type of tenancy does not offer you security of tenure. Before you are offered a FIT you will be served written notice and the implications of this will be discussed fully with you.

41. Right to take in lodgers and sub-let part of your home

41.1 You may take in any persons as lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see page [4]), and provided that you give us the details referred to in Condition 33 beforehand.

41.2 As long as you first get our written consent, you may sublet part (but not the whole) of your home. We may give consent subject to reasonable conditions, including but not limited to requiring that (if you are in receipt of welfare benefits) you notify the benefit giving authority.

42. Right to make improvements

You may make improvements, alterations and additions to your home provided that you have first obtained our written consent and all other necessary approvals including listed building consent, planning permission or building regulations approval. We shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

43. Compensation for improvements

You have the right to claim compensation for certain improvements which you have made to your home after a certain date. 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.

44. 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.

45. 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. You will have at least four weeks' notice of the proposed changes and you will be given the opportunity to end your tenancy before any changes take effect if you wish to do so.

46. 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.

47. Right to exchange

- 47.1 You have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered provider of social housing or a local authority subject to first getting our written consent. We will only refuse consent in the same circumstances where a council landlord would be able to refuse consent.
- 47.2 You must not charge any premium in relation to an exchange of this tenancy, and you may only carry out an exchange if you have done so using the form of assignment that we will provide for you.

48. Right to apply for a transfer

You have the right to apply to move to another of our properties. Your application will be considered in line with our allocations policy.

49. Complaints

We shall establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of the Tenant Services Authority as laid down from time to time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes.

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman.

50. Preserved Right to Buy

- 50.1 If you are a transferring tenant, then as long as you qualify under the legislation, you have the preserved right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 as amended.

50.2 If you were an introductory tenant of the Council immediately before we became your landlord, we will give you a Right to Buy your home as far as possible on the same terms as the preserved right to buy, if the period of your introductory tenancy is completed without your having breached its terms.

50.3 If you die, the person who takes over the tenancy under the succession rights in condition 39 above will also take over your preserved Right to Buy (if you had that right).

50.4 You will not be able to exercise the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation.

50.5 To avoid doubt, if you became the tenant under this tenancy agreement following an exchange (under condition 47), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

51. Right to acquire

If you are not a transferring tenant, you have the right to acquire your home under the Housing Act 1996, 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.

52. Preserved rights

If you are a transferring tenant, so far as possible, we agree to give you the rights in conditions 41 to 50 above as they apply to a secure tenant of a local authority landlord as if the Housing Act 1985 applied to this tenancy (assignment, lodgers, consent to subletting, right to repair, tenants improvements, compensation for improvements, information, housing management and information about housing allocation, grounds for withholding consent to assignment by way of exchange).

Section 5 – Grounds for possession

Schedule 2 of the Housing Act 1988 - grounds for possession of dwelling-houses let on assured tenancies

The grounds for possession listed below are the only grounds on which we will seek possession of your property. Specifically, we will not seek possession using Grounds 1 to 6 or Ground 8 (rent is eight weeks in arrears) or Ground 11 (persistent delay in paying the rent whether or not rent is due at the date of the court hearing).

Part 1 Grounds on which the court must order possession

Ground 7

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

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

Part 2 Grounds on which court may order possession

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

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

- (a) 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
- (b) 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
- (c) 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
- (d) 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
- (e) 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; or

- (f) a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy provided that notice of proceedings for possession have been served (or where no notice has to be served that proceedings for possession have been begun) more than six months but less than 12 months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:
- i the age of the person succeeding to your tenancy;
 - ii the period during which the person succeeding to your tenancy occupied the property with you as their only or principal home;
 - iii any financial or other support given to you by the person succeeding to your tenancy.

Ground 10

Some rent lawfully due from the tenant:

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

Ground 12

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

Ground 13

The condition of the dwelling house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, “common parts” means any part of a building comprising the dwelling house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling houses in which the landlord has an estate or interest.

Ground 14

The tenant or a person residing in or visiting the dwelling house:

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality; or
- (b) has been convicted of:
 - (i) using the dwelling house or allowing it to be used for immoral or illegal purposes; or
 - (ii) an indictable offence committed in, or in the locality of, the dwelling house.

Ground 14A

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

- (a) one or both of the partners is a tenant of the dwelling house;
- (b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust;
- (c) one partner has left the dwelling house because of violence or threats of violence by the other towards:
 - (i) that partner; or
 - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left; and
- (d) the court is satisfied that the partner who has left is unlikely to return.

For the purposes of this ground “registered social landlord” and “member of the family” have the same meaning as in Part I of the Housing Act 1996 and “charitable housing trust” means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill treatment by the tenant or any other person residing in the dwelling house and, in the case of ill treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has

not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 16

The dwelling house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

For the purposes of this ground, at a time when the landlord is or was the Secretary or State, employment by a health service body, as defined in Section 60(7) of the National Health Service and Community Care Act 1990 or by a Local Health Board, shall be regarded as employment by the Secretary of State.

Ground 17

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

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

... to the extent that the said parties shall have
... of agreement, making full and complete
... in writing and of and in accordance with the
... of the Agreement.

... The headings, titles and subtitles
... only and shall not control or a

... otherwise sp