

## Assured (non shorthold) tenancy agreement - transferring tenants

### THIS TENANCY AGREEMENT IS BETWEEN

**Our name and address**

.....

(‘we’ ‘us’ or ‘our’) of .....

.....

We are registered with the Housing Corporation under section 3 of the Housing Act 1996

**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.)

**Address**

in respect of .....

..... (‘your home’)

**Description of your home**

which comprises .....

.....

.....

**Charitable status**

The home that is the subject of this tenancy is held by an exempt charity.

**Support**

This is granted to facilitate the provision of support for you or a member of your household. The nature of this service provision, and your obligations in relation to it (including if applicable, any obligation to pay) are set out in a separate support agreement. Because the provision of support is fundamental to this tenancy, you will breach your tenancy agreement if you withdraw from or breach the support agreement. In the event of such a withdrawal or breach we may take steps to end the tenancy (see section 1, condition [6]).

**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**

£

£  
**Supporting People Charge** £  
**Total Weekly Payment** £

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

**The tenancy** This tenancy begins on ..... for a week and thereafter weekly until brought to an end, and it is an assured non-shorthold tenancy the terms of which are set out in this tenancy agreement.

**False information** It is a term of this tenancy that you (or anyone acting for you) have not induced us to grant this tenancy by knowingly or recklessly making a false statement to [XYZ] or Bracknell Forest Borough Council.

## **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.

**Date**.....

We are subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State and this tenancy is one to which that guidance applies.
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This tenancy agreement is based on the National Housing Federation's model assured non-shorthold tenancy.

## TENANCY CONDITIONS

*Words in bold and italics are for explanation only and do not form part of the Tenancy Conditions for legal purposes.*

### 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 [3].
- 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 and service and other charges due under this tenancy over 50 weeks in each financial year (starting 1st April each year). We will tell you at the start of the year which weeks are "non payment" weeks

#### 2. **Payment of arrears**

If you have any rent arrears and other charges due when this tenancy is granted you agree to pay off those arrears by the week instalments shown on page [3]. If you do not make the payments, we may start court proceedings to end this tenancy.

#### 3. **Services**

- 3.1 We shall provide the services set out on page [3] 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 [3].
- 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 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 which shall not be more than the change in the rate of inflation plus one half per cent 0.5% plus £2.08.

"change in the rate of inflation" means the percentage change in the Retail Princes Index (all items) over the 12 month period ending with the date of publication of the figure for the Retail Prices Index for September immediately preceding the rent increase date.

"RPI" means the United Kingdom General Index of Retail Prices (All items). If such an index is no longer published or if the basis of calculation is changed,

RPI means another published index of retail prices as we, acting reasonably, will decide.

- 4.2 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 at least one calendar month's written notice. The notice shall specify the rent proposed. The new rent shall be the amount specified in the notice 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 shall be the rent determined by the Rent Assessment Committee.

## **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 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 Leasehold Valuation Tribunal for a decision as to what is reasonable.

## **6. Supporting People Charge (where applicable)**

- 6.1 If we provide you with support services (indicated by a charge for 'Supporting People' services on page [3] of this tenancy agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:
- Maintaining the security and / or the safety of your home;
  - Standard of conduct required;

- Paying the rent;
- Maintaining your home in an appropriate condition;
- Giving up the tenancy at the appropriate time;
- Contact with others to ensure your welfare; and
- Other support services (excluding personal care).

We may vary the support and counselling fees at any time by giving you at least one calendar month's notice in writing of the new charge. We will usually do this when we increase your rent each year. In varying the support and counselling fees, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the Supporting People Administering Authority.

6.2 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

6.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in condition 6.1, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services. You must pay for that support in accordance with that separate agreement. These payments will be in addition to any rent or service charge which is payable to us in accordance with this tenancy agreement.

## 7. **Service of notices**

7.1 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:

.....

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

## 8. **Altering the agreement**

Except for any changes in rent or service charges or where permitted under future legislation, this tenancy agreement may be altered only with the written consent of both you and us.

## SECTION 2 - OUR OBLIGATIONS

### We agree:

#### 1. Possession

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

#### 2. Tenant's right to occupy

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

2.1 access is required subject to reasonable notice of at least 48 hours (except in an emergency – see section 3, condition 15) to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property, or

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

#### 3. Repair of structure and exterior

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

3.1 drains, gutters and external pipes

3.2 the roof, chimneys, chimney stacks and flues but not including sweeping

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

3.4 internal walls, plasterwork, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration

3.5 pathways, steps or other means of access

3.6 integral garages and stores

3.7 boundary walls and fences.

#### 4. Garages

4.1 If your home includes a garage we will keep the structure of the garage in repair but will not be bound to repair:

4.1.1 any damage caused by the negligent or wilful act of yourself or other members of your household or visitors, or

4.1.2 any garage maintenance for which you are responsible under section 3, condition 12.1.1.

**5. Repair of installations**

To keep in good 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:

- 5.1 basins, sinks, baths, toilets, flushing systems and water pipes
- 5.2 electric wiring including sockets and switches, gas pipes and water pipes
- 5.3 water heaters, fireplaces, fitted fires and central heating installations.

**6. Repair of common parts**

- 6.1 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 and to arrange for their regular cleaning.
- 6.2 The above condition 6.1 does not apply to blocks of flats with six or less homes where the tenants of that block are jointly responsible for the cleaning of the internal communal areas. (See also section 3, condition 12.1.2).

**7. External decorations**

To keep the exterior of your home and any communal areas in a good state of decoration and normally to decorate these areas once every [5] years.

**8. Insurance**

We will insure your home (the buildings only, excluding any fixtures and fittings) for such an amount and against such risks as we (acting reasonably) believe appropriate. However, we will not be responsible for insuring your furniture and personal possessions.

**9. Succession - General**

- 9.1 If you die, certain people, who are specified in condition 9.5 below, may succeed to this tenancy. This condition 9 will not apply if you have already succeeded to this tenancy (either under condition 9 in this tenancy or similar succession conditions in a previous tenancy which we granted).
- 9.2 If you were granted this tenancy on the transfer of your home from Bracknell Forest Borough Council to us, we will not take account of any successions before the date of the transfer.
- 9.3 We will normally only allow one succession. We may allow further successions, at our discretion.
- 9.4 In certain circumstances, if the property is larger than the needs of the successor or has been provided or adapted for an elderly or disabled person

and the successor is not elderly or disabled, the successor will be offered suitable alternative accommodation.

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

9.5.1 If you are a joint tenant and you die then the tenancy may continue in the name of the remaining tenant.

9.5.2 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 at the time of your death.

9.5.3 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 twelve months 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 3 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.

## **9.6 Special succession rights**

If inheritance rules do not allow someone who qualifies under condition 9.5.3 above to take over this tenancy, we may use Ground 7 to end this tenancy agreement and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent, service charge and succession.

## **10. Housing management**

To provide you with information on our housing management policies as required by the guidance issued by the Housing Corporation under the provisions of Section 36 of the Housing Act 1996.

## **SECTION 3 - YOUR OBLIGATIONS**

### **You agree:**

#### **1. 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.



2. **Rent**

To pay the rent and (if applicable) service charge and Supporting People Charge weekly in advance.

For more detail on your rent and other charges, see section 1, conditions 1-6.

3. **Outgoings**

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

4. **Use of your home**

- 4.1 To use your home for residential purposes, as your only or principal home and not to operate any business at your home without our prior written consent nor to allow members of your household or visitors to operate a business without our prior written consent. Neither to allow any such business to cause a nuisance or annoyance to other persons in the neighbourhood.

***The neighbourhood includes all areas surrounding your home and is not limited to the houses adjoining your home. If your home is located in an estate, the neighbourhood shall include the whole of the estate but may also include other estates or areas.***

- 4.2 You shall not use your home, nor allow other members of your household or visitors to use your home or any part of it for any illegal or immoral purpose.

5. **Nuisance and harassment**

- 5.1 Neither to cause, nor to allow members of your household or visitors to cause, a nuisance or annoyance to other persons in the neighbourhood or to any of our tenants, agents, employees or contractors.

***Examples of anti-social behaviour include (but are not limited to):***

- ***Taking part in any illegal activity.***
- ***Playing a radio, television or music loudly.***
- ***Drunkenness.***
- ***Use of, or dealing in, controlled drugs or other banned substances.***
- ***Making indecent or offensive gestures.***
- ***Indiscriminate or targeted dumping of rubbish.***

- 5.2 Neither to commit, nor to allow members of your household or invited visitors to commit, any harassment, or threat of harassment, on any ground including on grounds of age, race, colour, religion, 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.

***People (including our frontline staff and tenants) must be able to work and live without threat of harassment. Harassment means the deliberate actual or threatened interference with another person's peace comfort or safety or the intimidation of any person. Harassment includes, but is not limited to, violence or threats of violence towards any person, verbal abuse or other abusive behaviour, damage or threats of damage to property belonging to another person (including damage to another person's home) acts of graffiti and encouraging somebody else to cause harassment to another person.***

### 5.3 **Domestic violence**

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

## 6. **Utility equipment**

6.1 You shall not tamper, nor allow any other member of your household or visitors to tamper with the electric or other utility meters and equipment in the communal areas.

6.2 If your home is in a block of flats you must have our prior written consent to put satellite dishes or television aerials anywhere on the property. If you do not obtain our prior written consent we may require you to remove the equipment. You shall pay any reasonable costs incurred by us in removing such equipment if you fail to do so when requested.

## 7. **Communal areas**

You shall not dump, nor allow other members of your household or visitors to dump domestic or non-domestic rubbish in communal areas or anywhere else in your neighbourhood. You shall only dispose of non-domestic rubbish at authorised rubbish tips or in receptacles provided for that purpose. You shall pay any reasonable costs incurred by us in removing such rubbish in default.

## 8. **Pets**

8.1 Not to keep any animal or other creature in your home without prior written consent.

8.2 Not to allow any animal or creature to cause an annoyance or nuisance to your neighbours.

8.3 Not to allow animals or creatures in your charge to foul communal or amenity areas.

9. **Gardens, trees and external structures**

- 9.1 To keep in good order any garden allocated exclusively to your home, including fences, hedges and sheds.
- 9.2 To keep any garden hedges trimmed and ensure that hedges at the front of your home do not exceed 1 metre in height and do not overhang any adjacent public footpath allowing clear and safe access to your home and free passage along the public footpath.
- 9.3 Without our prior written consent you must not:
- 9.3.1 cut down, lop, fell or prune (other than normal maintenance pruning) any tree (other than domestic fruit trees), or
- 9.3.2 remove any hedge.
- 9.4 To obtain our prior written consent before erecting a garage, pigeon loft, summerhouse or similar structure on the property.
- 9.5 To ensure that any garage let with this tenancy is kept locked when not in use.

10. **Balconies and washing**

- 10.1 If your home includes a balcony, to keep it tidy and not to hang washing on or from it.
- 10.2 Not to hang washing which is visible from the outside of your home unless the washing is hung in a back garden or a communal drying area.

11. **Internal decoration**

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.

12. **Repair of your home**

- 12.1 You must:
- 12.1.1 keep the interior of your home, including the garage and any shed or outhouse, and their fixtures and fittings, in good repair during the tenancy. This includes all locks, latches, bolts, hinges, stay bars, non structural floor tiles and other fittings but not anything for which we are responsible under our obligations in section 2 of this tenancy agreement, and
- 12.1.2 when living in a block of flats of six or fewer homes, be jointly responsible with other residents of the block to clean the internal communal areas.

13. **Damage**

To make good any damage, disrepair or vandalism to your home or our fixtures and fittings or to the common parts or to any other property within the neighbourhood, caused by you or any member of your household or any visitor to your home (and including pets or animals), fair wear and tear excepted, and to pay any reasonable costs reasonably incurred by us in carrying out such works in default.

14. **Reporting disrepair**

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

15. **Access**

15.1 To allow our employees or contractors or agents of utility services (including gas, electricity, water etc) acting on our behalf access at reasonable times and subject to reasonable notice to inspect the condition of your home or any installations or to carry out repairs or other works to your home or adjoining property or for any other reasonable purpose.

15.2 We will normally give at least 48 hours' written notice but more immediate access may be required in an emergency. Reasonable force may be used to gain access in an emergency.

16. **Motor vehicles, caravans and parking bays**

16.1 To ensure that neither you nor members of your household or invited visitors to your home:

16.1.1 obstruct any roadway or accessway to your home or within the neighbourhood by leaving motor vehicles or cycles or other objects there, or

16.1.2 use any designated parking bay or garage area other than for parking a roadworthy private motor car, small van, motorcycle or bicycle, or

16.1.3 use any parking bay designated for use by another property (except with the prior consent of the occupier of that property), or

16.1.4 park a motor vehicle on the frontage of your home unless there is a hardstanding area and proper crossover (a dropped kerb) for which:

a our prior written consent has been obtained for the construction of the said hardstanding area

b all other relevant permissions have been obtained for the hardstanding area (which must be construed in accordance with any necessary specifications) and for the crossover

- 16.1.5 park any towing or motorised caravan, boat, trailer, goods or trade vehicle in your home or in the neighbourhood (including parking and garage areas) without our prior consent, or
- 16.1.6 carry out any repairs to vehicles in any communal area in the neighbourhood (including parking or garage areas), or
- 16.1.7 park in any designated parking bay or garage area in the neighbourhood a motor vehicle which does not have a current valid Road Fund Licence or which is unroadworthy, or
- 16.1.8 drive or park a motorised vehicle onto any grassed areas within your home, your neighbours' homes or anywhere else in the neighbourhood.

17. **Storage of dangerous materials or substances**

Not to store, nor allow other persons to store, any materials or substances in your home (including any garage that is let with this tenancy) which significantly increase the chance of fire or explosion in your home without our prior written consent.

18. **Assignment**

Not to assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange set out in section 4, condition 10 or assigning the tenancy to someone that would have been qualified under section 2, condition 9 above to succeed to the tenancy if you had died.

19. **Overcrowding**

Not to allow more than the number of persons shown on page [3] to live at your home.

20. **Lodgers**

To tell us on request of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.

21. **Sub-letting**

- 21.1 Not to grant a sub-tenancy of the whole of your home.
- 21.2 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.

22. **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 so that it is unoccupied for eight weeks or more.

23. **Ending the Tenancy**

To give us at least four weeks' notice in writing when you wish to end the tenancy. In the case of joint tenants the tenancy may be terminated by either tenant giving notice.

24. **Moving out**

24.1 To give us vacant possession and return the keys of your home at the end of the tenancy 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).

24.2 Before the end of the tenancy you must remove any unauthorised alterations and make good to our reasonable satisfaction, any damage caused by the removal of unauthorised alterations.

24.3 Once the tenancy has ended, we will remove any item we find in the property and will dispose of it in accordance with the law and our policies. We will charge you for doing this.

**SECTION 4 - YOUR RIGHTS**

**Your have the following rights:**

1. **Right to occupy**

1.1 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 or contractors)

1.2 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 tenants and other persons in the neighbourhood.

2. **Tenure**

2.1 You shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold 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).

2.2 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.

2.3 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:

- we are using grounds 14 or 14A when the notice may be less than 4 weeks, or
- we are using grounds 7, 9 or 16 when we will give 2 months' notice, or
- the Court has allowed us to go ahead without serving notice on you.

2.4 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.

2.5 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.

2.6 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 for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.

### 3. **Cessation of assured tenancy**

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

***The tenancy may stop being an assured tenancy if, for example, you stop living in your home as your only or principal home.***

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

4.1 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 [3]). You do not need our consent to take in a lodger, but if you do decide to take a lodger, you must inform us.

4.2 As long as you first get our written consent, you may sublet part of your home. We may give consent subject to reasonable conditions.

### 5. **Right to make improvements**

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

- 5.2 If your home is in a block of flats you must have our prior written consent to put satellite dishes or television aerials anywhere on the property. See also section 3, condition 6.2.

***Normally, we will only allow the installation of one communal satellite dish per block of flats.***

6. **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.

7. **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.

For more details on the right to repair, see your tenants' handbook.

8. **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.

9. **Right to information**

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

10. **Right to exchange**

- 10.1 You have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association 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.

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

11. **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 Housing Corporation 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.

**12. Preserved right to buy**

12.1 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. See your tenants' handbook for more details.

12.2 [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.]

12.3 If you die, the person who takes over the tenancy under the succession rights in section 2 above will also take over your preserved right to buy (if you had that right).

12.4 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.

12.5 To avoid doubt, if you became the tenant under this tenancy agreement following an exchange (under condition 10 above), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

**13. Right to acquire**

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.

**14. Preserved rights**

So far as possible, we agree to give you the rights in conditions 4 to 10 above) as they apply to a secure tenant of a Council landlord and as if Sections 92-101, 104 – 106 and Schedule 3 of the Housing Act 1985 applied to this tenancy.

## **SECTION 5 – GROUNDS FOR POSSESSION**

### **Schedule 2 of the Housing Act 1988 - Grounds for Possession of Dwelling-houses let on Assured Tenancies**

#### **Part I Grounds on which 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 twelve 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.

***We will only seek to recover possession of your home on this ground in the circumstances explained in section 2, condition 9.***

#### **Part II 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.*
- 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 we commence proceedings for possession within twelve 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 dwellinghouse 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 dwellinghouse 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 dwellinghouse and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwellinghouses in which the landlord has an estate or interest.

#### **Ground 14**

The tenant or a person residing in or visiting the dwellinghouse:

- (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 dwellinghouse or allowing it to be used for immoral or illegal purposes, or
  - (ii) an arrestable offence committed in, or in the locality of, the dwellinghouse.

#### **Ground 14A**

The dwellinghouse was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife or civil partner and:

- (a) one or both of the Partners is a tenant of the dwellinghouse,
- (b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- (c) one Partner has left the dwellinghouse 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 dwellinghouse 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 dwellinghouse 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, 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.