

ASSURED TENANCY AGREEMENT

THIS TENANCY AGREEMENT IS BETWEEN

Name of Landlord

Name of Tenant(s)

referred to as "you"

in the case of joint tenants, the names of each tenant should be written above . Each has the full duties and rights set out in this agreement. This agreement is for the property at:

Address and description

all referred to as "the property" .

Date the tenancy starts

The tenancy begins on Monday and is an assured non shorthold weekly tenancy. The terms of which are set out in this agreement.

SECTION 1 – GENERAL TERMS

What you pay for
The property

1. It is agreed as follows:

(1) The amount you have to pay each week for the property will be:

Rent	£
Service charge	£
Total payable	£

In this agreement the term "rent" is the amount given above or as changed from time to time under the agreement. Payment of rent is due in advance on the Monday of each week.

(2) The Association shall provide services for which the tenant will pay a service charge.

(3) The Association may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided.

(4) The Association may charge for services on the basis either of reasonable costs incurred during the previous accounting period or of estimates for the current or next accounting period. The difference between any estimate and the actual cost may be carried forward.

(5) The Association will provide you with an annual account of the costs incurred, and the service charges due.

(6) The Association may establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the service charge account in the foreseeable future.

Changes in rent & service charges

(7) The new rent payable under this agreement will be increased on the first Monday of April following the date of this agreement, and subsequently on the first Monday of April each successive year. This is called the review date.

The Association may increase or decrease the rent by giving the tenant four clear weeks notice in writing in accordance with the provisions set out in this agreement. The notice shall specify the proposed rent and the service charge due.

(i) The Association will calculate the annual increase or decrease in weekly net rent by reference to "The General Index of Retail Prices" and "The Index of Average Earnings of Employees in Great Britain; Whole Economy" for the twelve month period ending on 30th November immediately prior to the rent review date.

(ii) The "Rent Formula" used to calculate the rent shall have a maximum limit in weekly rental terms of 5% per annum increase above "The Index of Average Earnings of Employees in Great Britain: Whole Economy, whichever is the greater.

(iii) In the event of it becoming impossible to calculate the additional rent by reference to the said index, then the landlord may give notice to the tenant of its selection of some other published Index, and in that case the substituted Index shall then be the Index for the purposes of this Agreement. The landlord's decision shall be conclusive.

(iiii) The service charge may be reviewed not more than twice in any year. The Association shall give the tenant **4 weeks'** written notice of any changes.

Changing the Agreement

(8) Apart from making any changes to the rent or service, this agreement can only be altered by a written agreement between us.

Notices

(9) Letters telling you we are changing the rent or legal notices can be served by delivery or posting to the property. The Association also gives you notice under section 48 (1) of the Landlord Tenant Act 1987 that the address for service notices (including notices in

proceedings) is the address shown on page one of this tenancy agreement.

SECTION 2 – OUR DUTIES

- We agree to do the following:**
- Keeping the property** (1) To let you live in the property when the tenancy starts.
- Your right to live in the property** (2) Not to interfere with your right to live peacefully in the property unless:
- (i) We need to get in to look at the condition of the property or to do repairs or other work to the property or adjoining property.
 - (ii) The Association is entitled to possession at the end of the tenancy.
- Repairing the property** (3) To maintain and repair the property including:
- (i) drains, gutters and pipes outside the property.
 - (ii) the roof;
 - (iii) outside walls, outside doors, window sills, window catches, sash cords and window frames, including; painting and decorating them on the outside if necessary;
 - (iv) internal walls, floors, ceilings, doors, door frames, door hinges and skirting boards inside the property but not painting them;
 - (v) stairs and banister rails;
 - (vi) chimneys, chimney stacks and flues but not sweeping the chimney;
 - (vii) pathways and steps within the curtilage of the property;
 - (viii) plasterwork;
 - (ix) original garages and stores;
 - (x) boundary walls and fences.
- Repairing fittings** (4) To maintain and repair any fittings we provide for heating, water heating, getting rid of sewage and waste and for the water, gas and electricity supply including:
- (i) basins, sinks, baths, toilets, flushing systems and waste pipes, but replacing sink plugs is your responsibility.
 - (ii) extractor fans.
 - (iii) electric wiring, sockets and switches, gas pipes and water pipes, but replacing fuses is your responsibility.
 - (iv) water heaters, fireplaces, fitted fires and central heating systems.
- Repair of common parts** (5) To maintain and repair entrances, halls, stairways, lifts, passageways, rubbish chutes and any other parts you share with other tenants, including their electric lighting so they are fit to be used by you and other people who live in or visit the property.
- External decorations** (6) To keep the outside of the property and any parts that you share the outside with other people well decorated. We will normally decorate these areas once every 4 years.
- Management** (7) To make available information on housing management, policies as required by the guidance issued by the Homes and Communities Agency which we have to do under the guidance given by the Homes

and Communities Agency (the Tenants Charter) and under the provisions of Section 33 of the Housing Act 1996.

Rent Statement

(8) To give you a rent statement four times per year.

Property Insurance

(9) To insure the property against damage by fire and other risks. If the property is damaged then we must use the insurance money to repair it. We do not insure your possessions and advise you to have your own contents insurance.

SECTION 3 – YOUR DUTIES

You agree to the following:

Living in the property

(1) To live in the property and not to give up possession of the property or sublet all of it. You must notify us in writing if you are going to be absent from the property for more than **28 days**.

Rent

(2) To pay the rent and service charge to us on a Monday for the week ahead. To accept responsibility for any water rates, council tax, gas, electricity, telephone or any other charges payable to the relevant authority.

Using the property

(3) To use the property for living in as your main or only home and not to run a business unless you have written permission from us.

Causing a nuisance

(4) Not to cause or let anyone who lives in or visits the property cause a nuisance, annoy neighbours or other tenants or any other persons in the neighbourhood, or engage in criminal activity including the use of or trade in illegal drugs. Not to let anyone who lives in or visits the property, or encourage others to assault or threaten other tenants, visitors, neighbours or representatives of the Association.

Racial & other harassment

(5) Neither to commit, nor to allow members of your household or invited visitors to commit any harassment, or threat of harassment, on the grounds of race, colour, religion, sex, sexual preference, or disability, or because of any other reason, that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any tenant, employee, or contractor of the Association.

Noise

(6) Not to play or let anyone else on the property play any radio, television, record, tape, compact disc, computer, musical instrument or any electronic device so loudly or for such a long time that it causes a nuisance, annoys neighbours or can be heard outside the property between **11.00 p.m. and 7.30 a.m.**

Pets

(7) Not to keep animals or pets without our permission. If you have a pet you must keep it under control and ensure that it does not cause a nuisance or annoyance to other persons in the neighbourhood. You must ensure your pet does not foul any communal areas or public space within your neighbourhood.

Decorating inside the property

(8) To keep the inside of the property clean and in good condition and to decorate the inside of the property as frequently as is necessary and to keep it in good decorative order.

Damage	(9) To look after the property and make good any damage to the property its Fixtures and Fittings or to the shared parts of the property that is caused by you or anyone who lives in or visits the property. You must also pay the costs of any repairs we have to do in these cases. This does not include fair wear and tear, but includes our costs.
Gardens	(10) To keep any garden with the property in a tidy condition. You must cut the grass and trim the shrubs as often as is necessary, and not remove any trees or shrubs without our permission.
Reporting repairs that are needed	(11) To tell us promptly about any repairs that need doing to the structure or the outside of the property, or to any fixture and fitting in the property or its shared parts that we are responsible for.
Allowing entry	(12) <ul style="list-style-type: none"> (i) To let employees or contractors working for us onto the property at all reasonable hours of the day to check its condition or to do any repairs or other work to the property or property joined on to it. We will normally tell you we are coming at least 24 hours before we do, but we might have to come straight away in an emergency. (ii) To let other people into your property at all reasonable hours of the day in the last month that you live there. We will normally tell you at least 24 hours beforehand if possible future tenants will be coming to look at the property.
Roadways	(13) Not to block local roadways and other vehicular access, and to keep these and car parking spaces clear of vehicles which are not taxed or roadworthy and other obstructions.
Transferring the tenancy	(14) Not to transfer the tenancy unless you are acting under a court order made under Section 24 of the Matrimonial Causes Act 1973 or you have written permission from us when you are exchanging your property as mentioned in 5(viii) below.
Lodgers and overcrowding	(15) Before taking in any lodgers you must tell us the name, age and sex of any lodger who wants to move in and make sure the property does not become overcrowded. It is also a breach of this tenancy agreement to allow more than <u>persons</u> to live at the property.
Sub-letting	(16) To get written permission from us before you sub-let any part of the property.
Assured sub-tenancies	(17) Not to give an assured sub-tenancy of any part of the property.
Ending the tenancy	(18) To let us know in writing at least 4 weeks before you want to end the tenancy.
Moving out	(19) To leave the property and give all the keys of the property back to us by 10.00 a.m. on the Monday at the end of the tenancy. Rent will continue to be due until we receive all the keys. To take out all the furniture, personal possessions and rubbish and leave the property, its garden, its fixtures and fittings in good condition. We are not responsible for anything you leave at the property when you move out and may charge you for any redecoration, removal of rubbish or repairs for which you have been responsible.

Garages	(20) Any garage let with the property will only be used for parking a private vehicle. The garage must not be sub-let without our permission, and you cannot use it to store any inflammable substances except petrol in the vehicle's tank. The garage can only be used to repair your own private vehicle.
Parking	(21) Not to park any commercial vehicles or trailers over 750 kilograms, any caravans or boats on any communal land or parking spaces that we own. Commercial vehicles or trailers under 750 kilograms can only be parked in these areas with our permission. All vehicles parked on the communal parking area should be taxed and roadworthy.
Flats	(22) If you live in a property with a shared entrance hall outside your front door you must help other tenants in keeping the hall staircase and landing clean. Unless a special storage area is provided you must not keep; cycles, motor cycles, or personal belongings on the hall staircase and landing. Drying areas must be shared with other tenants in the block and not used for other purposes.
CCTV	(23) Not to install or use any CCTV without permission from WHA.

SECTION 4 – YOUR RIGHTS

You have the following rights:

Your right to live in the property	(1) While you have the tenancy you can live in the property without being troubled by us, except for the duty you have under this agreement to let our employees or contractors do necessary work in or on the property. But you must keep to the terms of this agreement and respect the rights of other tenants, neighbours and other persons in the neighbourhood.
Tenancy security	(2) You are guaranteed the tenancy as long as the property is your main or only home. We can only end the tenancy by getting a court order for possession of the property for one of the reasons listed in the schedule 2 of the Housing Act 1988. We agree that we will tell you in writing that we are going for a Possession Order at least 4 weeks before we do it.
Ending the tenancy	(3) If the tenancy stops being an Assured Tenancy we may end the tenancy by giving 4 weeks' notice in writing to you.
Succession	(4) On the death of a tenant who is not a successor, a spouse can take over the tenancy as long as he or she was living in the property as his or her main or only home at the time of the tenant's death. If the tenancy does not pass to a spouse another member of the family may take the tenancy if they have been living in the property as their main or only home for at least 12 months before you died or have become responsible for your children.

FURTHER RIGHTS

(5) **By way of further rights we agree the following:-**
That sections 92-94, 96-99, 104-106 and Schedule 3 of the Housing Act 1985 apply to this tenancy. A summary of these rights is below:

Sub-letting and taking in lodgers	(i) Under Sections 3(14) 3 (15) 3(16) above, you can take in people as lodgers or sub-let part of the property if you have written permission from us and do not give any Assured sub-tenancy.
Your right to make Improvements	(ii) You can improve and alter the property. This includes putting up a satellite dish, television aerial, decorating the outside of the property and adding to or altering the fixtures and fittings. But you must first get written permission from us and any other permission you need (for example, planning permission or building regulation approval). We will not refuse to give you our permission without good reason but we might make conditions about the work being done to a certain standard. If you do not keep to our conditions, you will be breaking this tenancy agreement.
Your right to be Compensated for Improvements	(iii) If you carry out any qualifying improvement which has been approved by the Association and you follow the correct procedures you may be entitled to receive compensation when you end the tenancy. The scheme will operate in accordance with the requirements laid down from time to time by the Homes and Communities Agency. The Association shall provide details of the scheme at the beginning of the tenancy and inform the tenant of any changes.
Your right to repair	(iv) You can do repairs that are our responsibility if you have written to us telling us about the repairs that need doing, and we have not done them within 28 days (unless we have a good reason). We will pay the agreed costs of any repairs you do under these regulations provided that you have followed the proper procedures. The Association shall provide details of the scheme at the beginning of the tenancy and inform the tenant of any changes.
Your right to Compensation	(v) If the Association fails to undertake a qualifying repair within the published target times, and where the Association fails to complete the work after a further request within the target times, then the tenant may be eligible to receive compensation. A qualifying repair is one which if not carried out within a specified period is likely to jeopardise the health and safety, or security of the tenant. This will usually be an emergency or urgent repair. To qualify for compensation you must have followed the correct procedure.
Your right to be consulted	(vi) We will consult you before we change any rules of housing management or maintenance that could greatly affect you. We welcome your comments on anything about your tenancy and we encourage tenant participation.
Your right to get Information	(vii) You have the right to information from us about the terms of your tenancy and our responsibility to repair the property. You also get information from us about our policies and procedures on tenant consultation, housing allocations and transfers and our general performance as a landlord.
Your right to exchange	(viii) You can exchange this tenancy for that of another assured non short-hold tenant or secure tenant of a Registered Social Landlord or a Local Authority, if you have written permission from us to do so. This will only be turned down with given reasons.
Complaints	(ix) The Association shall establish a procedure for dealing with complaints raised by the tenant on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements laid down from time to time by the Homes and

Communities Agency. The Association shall provide details of the scheme at the beginning of the tenancy and inform the tenants of any changes. If still dissatisfied after the complaints procedure has been exhausted, the tenant shall have the right to refer the matter to the Independent Housing Ombudsman.

We have read this agreement and accept the tenancy subject to the conditions in the Agreement.

Signed for the Association by _____ Date

Signed by the Tenant _____ Date

Signed by the tenant _____ Date

If you think that we have broken this agreement or we have not carried out any duty in it, complain to us in writing, giving details of what you think we have done wrong . If we don't deal with the complaint or, in your view, we still do not keep to this agreement, you can appeal to our Board of Management and can get advice and information about what you can do by law from a Citizen's Advice Bureau, Law Centre, Solicitor, Housing Centre or the Homes and Communities Agency.

We will do all we can to provide you with a good home and we hope that by keeping to your promises Under this Agreement, you will help us to achieve this. For more information about this tenancy, please refer to Your Tenant's Handbook.

The Association is subject to any guidance on housing management practice issued by the Homes and Communities Agency, with the approval of the Secretary Of State and this tenancy is one to which this guidance applies.