



What type of tenancy agreement do you have?

We have given you a Secure Tenancy under the Housing Act 1985.

What happens to my tenancy if I breach the terms and conditions?

If you do not keep to the terms and conditions of this tenancy we may seek a possession order to evict you.

It is therefore important that you, your family and your visitors know exactly what is expected whilst you are our tenant. Please read your tenancy agreement carefully and ask us any questions if there is anything you don't understand. If you have any difficulties reading tell us and we will go through the terms with you.

Please also ensure that you keep this tenancy agreement in a safe place as you may wish to look at it if you have a question about it in the future.

Demoted Tenancy

If you, your family or your visitors engage in anti-social behaviour or use our home for an unlawful purpose, we may make an application to the Court for an order that your tenancy to be demoted from a Secure Tenancy. The Demoted Tenancy will be a less secure form of tenure than the Secure Tenancy. This means that it is easier for us to obtain an order from the court for possession of your home. You will also have fewer rights than under the Secure Tenancy.

If you conduct your Demoted Tenancy to our satisfaction, and we do not notify you that we intend to end your Demoted Tenancy, then your tenancy will be automatically re-instated to a Secure Tenancy 12 months after the date your tenancy was demoted.

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Details of your tenancy agreement

THIS AGREEMENT (the “Tenancy”) IS MADE BETWEEN:

Landlord’s name: Broxtowe Borough Council of Foster Avenue, Beeston, Nottingham, NG9 1AB (“we, “us” and “your landlord”). We are registered with the regulator of social housing, which is currently the Regulation Committee, a statutory committee of the Homes and Communities Agency but includes any body which takes over the functions of the Regulation Committee (the “Regulator of Social Housing”) under registration number 37UD.

AND

Tenant(s)
Full names: (“you”)

1. GENERAL TERMS:

1.1 You and we agree that:

- if a word is in set out bold in this Tenancy when it is first used then its meaning is set out in Schedule 1 of this Tenancy
- words in italics are for explanation only and do not form part of the terms and conditions of this Tenancy for legal purposes.

1.2 **We grant you** a tenancy of your **Home** at:

.....
.....

on the terms and conditions set out in the **Tenancy**

1.3 You must not allow more than people to live in your Home.

1.4 The **Start Date** of this Tenancy is and it is a **Secure Tenancy** within the meaning of the Housing Act 1985.

1.5 The **First Period** of the Tenancy will be from the Start Date to midnight on the following Sunday. **Second and subsequent periods** of the Tenancy are from week to week starting on a Monday immediately after the First Period, until it is ended.

Rent payments

1.6 Your **Rent** is made up of **Net Rent**, **Service Charge** and **Other Charges** added together which at the Start Date are:

Net Rent

£.....;

Benefit Eligible Service Charge

£.....;

Non-Benefit Eligible Service Charge

£.....;

Total Service Charge

£.....;

Other Charges

£.....

Total weekly Rent

£

The Rent for the **First Period** will be a proportionate amount of the Rent and is due on the Start Date. Thereafter the Rent is due weekly in advance and is payable on a Monday and preferably by way of direct debit if this method of payment is available to you by us. If we let you pay at a different frequency (e.g. monthly in advance), you must pay on the agreed dates.

Your Rent is payable for 48 weeks of the year and will be calculated so there are four Rent free weeks when you do not have to pay your Rent. This does not alter the amount you pay over one year. You are not expected to pay Rent during Rent free weeks unless you are in arrears of Rent or you are subject to an agreed payment plan or Court Order.

A copy of our rent setting policy is available on request.

Please note that the above amounts are subject to change in the way set out in this Tenancy.

*** insert or delete as appropriate**

Former Occupancy Debts

1.7 If this paragraph is completed, it means that this is an exceptional case and we have allowed you to:

- remain in occupation of your Home under a new Tenancy; or
- move into your Home

even though you have **Former Occupancy Debts** arising:

- under a previous occupancy of your Home; or
- from another [insert RP name], property

which you must now pay.

1.8 You agree that as at* being the date the occupancy of.....* ended there were Former Occupancy Debts of £.....*

1.9 You agree that you will pay the Former Occupancy Debts:-

- immediately
- at the rate of £ _____ per week until they are paid in full, the first payment to be made on or before _____

FOR STAFF USE ONLY
 NB Please tick which sentence applies and delete the one that does not

1.10 You agree that the Former Tenancy Debts are part of the Rent due on your Home.

1.11 You agree any payments you make to us may be used by us towards any Former Occupancy Debts before using it to pay the Net Rent, Service Charge and Other Charges arising under this Tenancy.

Services

1.12 We will provide you with the **Services** listed in Schedule 2 for which you pay the Service Charge.

Other Services

1.13 If we provide you with any **Other Services** they are listed below for which you will pay the Other Charges.

- Home Contents Insurance £....

Gifted Items

1.14 If we provide any **gifted items** at the Start Date these are listed in Schedule 4 of this Tenancy. We are not responsible for any **Works** needed to the gifted items.

Members of your household

1.15 You have confirmed that the following people are the **members of your household** living in your Home:

First names(s)	Surname	Date of Birth	Sex M/F	Relationship to you	Immigration Status	Date of Check

[tenant]						

1.16 You agree to:

- notify us immediately if during the Tenancy the immigration status of any of the members of your household changes from that recorded in the above schedule
- notify us immediately if during the Tenancy any of the members of your household moves out of your Home or if there are new additional members of your household that are not recorded in the above schedule
- not to permit anyone other than the members of your household to occupy your Home without our prior written consent.

Failure to comply with the above obligations will be a breach of this Tenancy. We may carry out **Right to Rent Checks** or similar checks against ALL adults living in your Home.

Before signing this Tenancy I/we have been requested to read, and I/we understand the terms in this Tenancy, which includes the terms set out below and I/we confirm I/we have done so.

.....Dated.....

.....

NAME IN CAPITALS

.....Dated.....

.....

NAME IN CAPITALS

Signed by the tenant(s) [If there is more than one tenant then each of you must sign].

..... Dated.....

Signed by and on behalf of your landlord

2. YOU AND WE AGREE:

Energy Efficiency Payments

2.1 That:

- you do not have and will not gain any rights of ownership in respect of any part of any **Energy Efficiency System**
- subject to any agreement we have with a third party otherwise, we will be entitled to receive all **Energy Efficiency Payments** (irrespective of whether we or a third party owns the Energy Efficiency System)
- if asked, you shall reasonably assist us to ensure we have the benefit of any Energy Efficiency Payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the Energy Efficiency Payments, confirming that we are so entitled to benefit
- you may use any electricity and/or heat generated by any Energy Efficiency System.

Reserved rights

2.2 We retain the following rights over the **Property** for the benefit of us or any third party authorised by us:

- the right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any Energy Efficiency System in and on the Property (including the right to attach the Energy Efficiency System to the Property and remove any part or the whole of the Energy Efficiency System from the Property)
- the right to change the position of any part of the Energy Efficiency System in or on the Property with your prior consent, which you must not unreasonably withhold
- the right to use all means of reasonable access to and through the Property and the **Building** for access to and from the Energy Efficiency System so that we or any third party authorised by us can exercise the rights set out in this clause
- the right to connect into, use and alter the existing electrical cabling, installations and other service media within the Property in connection with the use of the Energy Efficiency System for the generation of electricity via the Energy Efficiency System, including exporting electricity or gas to the Grid, and the passage or transmission of utilities to and from the Energy Efficiency System and the Property
- the right to support and protection for the Energy Efficiency System from the Property and the Building.

Third Parties

- 2.3 Nothing in this Tenancy shall give to any other person any benefit or the right to enforce any term of this Tenancy. You and/or your landlord may vary or end this Tenancy without being required to obtain the consent of any other person.

Rent review

- 2.4 Unless you agree a Rent increase with us the Rent may be increased or decreased by us at the **Rent Review**, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*

- (a) *give you at least four weeks' written notice of a Rent Review; and*
- (b) *send you a notice of variation setting out the **Reviewed Rent** and stating the date on which the Reviewed Rent will take effect. The Reviewed Rent shall not take effect until at least four weeks after the notice of variation is sent.*

Other Service Charge/Other Charges Review

The Service Charge and/or Other Charges may also be changed at any time if there is a **Service Charge Review** or an **Other Charges Review**.

We will give you at least four weeks' written notice of any Service Charge Review and/or Other Charges Review; and the amount of any **Reviewed Service Charge** and/or **Reviewed Other Charges** you have to pay will be set out in the notice and will become payable on the date set out in the notice.

Replacement fund

We may include in the amount of Service Charge a sum of money to be kept towards replacement of any item used in connection with the provision of a Service

Other changes to the Rent

We may also increase your Rent on four weeks' written notice to you in accordance with any policy we have in place dealing with higher-income earning households. You will be required to co-operate with us to provide financial records and information as detailed in our policy, which may include notifying us of any change to the income of the members of your household. Failure to co-operate may result in an increase in your Rent to a full market rent.

Changing the Terms of this Tenancy

- 2.5 Apart from any changes in the amount of Rent, the terms of this Tenancy can be changed by either:

- (a) the written agreement of you and us; or

(b) by us, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*

- (i) *write to you to set out the changes to the Tenancy we wish to make;*
- (ii) *give you a reasonable period of time to make written representations to us about the changes;*
- (iii) *consider any written representations made by you; and*
- (iv) *send you a notice of variation setting out the **New Terms** and stating the date on which the New Terms will take effect. The New Terms shall not take effect until at least four weeks after the notice of variation is sent.*

Refusing any Reviewed Rent and/or New Terms

- 2.6 If you do not want to continue the Tenancy with the Reviewed Rent or **Varied Terms of Tenancy**, you can end the Tenancy serving a valid notice to quit on us before the Reviewed Rent and/or Varied Terms of Tenancy take effect.
- 2.7 The Reviewed Rent and/or Varied Terms of Tenancy will not take effect if you have served a valid notice to quit on us in accordance with clause 2.6 above.

Service of Notices

To serve a notice on you

- 2.8 Any notice which we must serve on you will be validly served if it is addressed to you and posted or delivered to your Home.

To serve a notice on us

- 2.9 You can serve any notice on us if you send or deliver it to us at the address on page 5 of this Tenancy.

Other information

- 2.10 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.

Our consent

- 2.11 Any reference in this Tenancy to the giving of consent by us requires the consent to be in writing.
- 2.12 Any such consent given by us under this Tenancy will comply with any requirements set out in the Housing Act 1985 (if any) and may:

- have reasonable conditions attached to it which you must comply with;
- be limited to a specific time period; and
- be withdrawn by us on reasonable grounds by giving you written notice.

OUR OBLIGATIONS:

3. WE AGREE:

Possession: letting you into your Home

- 3.1 To give you possession of your Home at the start of the Tenancy.

Right to occupy: allowing you to live in your Home

- 3.2 Not to unlawfully interrupt or interfere with your right to peacefully occupy your Home.

Insurance: What we will insure

- 3.3 To insure the structure of your Home and any Energy Efficiency System (but not fixtures and fittings or your personal belongings) against any risks (for example fire) we reasonably believe we need to cover.

Repair of installations: Repairing drains, pipes and similar things

3.4 We will:

- keep in repair and proper working order the installations in your Home provided by or adopted by us for the supply of:
 - water;
 - gas;
 - electricity; and
 - sanitation (including basins, sinks, baths and sanitary conveniences),

but no other fixtures, fittings and appliances for making use of the supply of water, gas and electricity; and

- keep in repair and proper working order the installations in your Home for space heating and heating water.

Repair of structure and exterior of your Home:

3.5 We will keep in repair the structure and exterior of your Home including:

- drains, gutters and external pipes;
- the roof, outside walls and external doors and frames;
- chimneys, chimney stacks and flues;
- windows, window catches, windowsills and frames;
- internal walls, floors and ceilings; and
- any Energy Efficiency System.

Repair of common parts: Repairing items in Communal Areas

3.6 That if your Home is a flat or maisonette, and the Building is owned or controlled by us, and any disrepair or any installation that does not work affects your enjoyment of your Home or any **Communal Areas**, to keep in repair and proper working order the installations for the supply of:

- water;
- gas;
- electricity;
- sanitation;
- space heating;
- water heating,

in any part of the Building and to keep in repair all Communal Areas including:

- entrances;
- hallways;
- stairways;
- lifts;
- passageways;
- electric lighting.

Repairs we are not responsible for

- 3.7 We are not responsible for any Works needed to your Home and/or the Property and/or any Energy Efficiency System which are your responsibility or if they are needed because of any neglect or damage caused to them by the members of your household and/or your visitors and/or **Pets**.

Data Protection

- 3.8 As the 'controllers' of the 'personal data' we hold about you (and other lawful occupiers) we are committed to data protection and upholding your and their rights over your and their data by complying with all relevant data protection legislation. We will process the personal data in your Tenancy in order to manage our landlord and tenant relationship with you. We may process other data for other purposes and that processing is explained in our Privacy Notice which [is available at the address on page 4 of this Tenancy/can be found on our website].

YOUR OBLIGATIONS

4. YOU AGREE:

Living in the Property

- 4.1 To move into the Property at the start of the Tenancy and occupy your Home as your only or principal home and to accept it in its current state of decoration at the start of the Tenancy.
- 4.2 To tell us as soon as possible if you will be away from your Home for more than 28 days in a row. You must make sure that your Home will be looked after and secured while you are away and provide us with your contact details or the contact details of someone else who can deal with an emergency on your behalf. You must ensure your Rent is paid whilst you are away.

Rent

- 4.3 To pay the Rent when it is due in advance.
- 4.4 If you are a joint tenant, you are all jointly and severally responsible for paying the Rent. This means that you and are all responsible for the Rent including any arrears. We can recover any Rent arrears due for your Home from any one

of you. So if one of you leaves the Property, those of you that remain are responsible for paying the Rent including any arrears that may still be owed.

Assignment

4.5 Not to assign the whole or any part of the Property except in the circumstances permitted by sections 91 and 92 of the Housing Act 1985, *which are where:*

(a) you are required to do so by a court order; or

(b) the assignment is to a person who would be qualified to succeed to the Tenancy if you died immediately before the assignment; or

(c) you have first obtained our written consent to transfer this Tenancy (by assignment) (which we will not unreasonably withhold) to another tenant by way of a mutual exchange.

Lodgers and sub-letting

4.6 That you may take in a lodger as permitted by section 93 of the Housing Act 1985 but you must not part with possession or sub-let (including granting any holiday lettings) the whole or any part of your Home or the Property except in the circumstances permitted by sections 93 of the Housing Act 1985, *which is where you have first obtained our written consent (which we will not unreasonably withhold) to part with possession or sublet part of your Home or the Property.*

Benefit

4.7 To be responsible to find out if you are eligible for **Benefit** to pay some or all of your Rent and to make the application and any renewal application.

4.8 If you are entitled to receive Benefit, you will (if legally permitted to do so):

- request in writing that the relevant agency pay the Benefit direct to us
- agree to give us permission to approach the relevant agency to discuss your claim.

4.9 If your circumstances change, you must tell both us and the relevant agency as soon as possible in case the change affects your entitlement to Benefit. If you are overpaid Benefit and the overpayment is lawfully recoverable we may reclaim this from you.

Outgoings

4.10 To pay all bills for the Property for which you are responsible (such as Council Tax, electric, gas and water charges).

Overcrowding

4.11 Not to allow more than the number of people set out at clause 1.3 of this Tenancy to occupy the Property.

Driveway and paths and other structures

4.12 To keep any driveway, allocated parking space, garage, outbuilding, path or pathway, which is your responsibility and that forms part of the Property, well maintained and in a good condition.

Gardens

4.13 **To:**

- keep any **Garden**, shed, store, pond, greenhouse, fence, wall, or other structure, which is your responsibility and that forms part of the Property, well-maintained and in a good condition. You must ensure that any trees and hedges:
 - are maintained to a reasonable height and condition
 - do not grow onto or cause damage to any other property on the **Estate**; and
 - do not grow to interfere with the passage of light, wind and air to any Energy Efficiency System
- ensure you do not allow rubbish, disused equipment, household items or other waste to be kept in or around the Garden or in Communal Areas other than in designated bins; and
- not remove any tree, hedge, fence or wall from the Garden, the Communal Areas or the Estate, without first getting our written consent; and
- not install any shed, greenhouse, garage, aviary, cage or similar structure in the Garden or on the Estate without first getting our written consent any planning permission or any other permissions that may be needed; and
- be responsible with any neighbour for the maintenance of any fencing between your and your neighbours' garden(s).

Use of the Property

4.14 That neither the members of your household nor your visitors, shall operate a business or any other commercial activity at the Property or in the Building or on the Estate without first getting our written consent and any planning permission or any other permissions that may be needed.

4.15 That neither the members of your household nor your visitors, shall:

- keep or store hypodermic needles or syringes at the Property and/or the Building other than in the correct container; or
 - discard hypodermic needles or syringes anywhere in the Building and/or on the Estate.
- 4.16 That neither the members of your household nor your visitors, shall commit, threaten to commit nor support any act of **Terrorism** at the Property, the Building and/or the Estate.
- 4.17 That neither the members of your household nor your visitors shall use or threaten to use the Property, the Building and/or the Estate and/or any other estate owned or managed by us for any illegal, immoral or unlawful activity.

Examples of illegal, immoral and/or unlawful activities include (but are not limited to):

- selling, supplying, storing, growing and/or possessing illegal drugs (whether or not for your personal use);
- storing or distributing racist material or illegal pornography;
- prostitution;
- storing, possessing and/or handling stolen goods;
- storing, and/or possessing illegal or unlicensed firearms and/or weapons.

Signs

- 4.18 That neither the members of your household nor your visitors shall put up or display any notice, trade plate or advertisement inside the Property so as to be visible from outside the Property and/or on the outside of the Property and/or on the Estate without first getting our written consent.

Nuisance: What you, your friends and family must not do and whose behaviour you must control

- 4.19 That the members of your household or your visitors will not do, or threaten to do, anything which causes, or is likely to cause, or is capable of causing, a nuisance and/or annoyance to:
- other tenants of properties on the Estate; and/or
 - any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us; and/or
 - any of our staff or contractors.

4.20 To be responsible for the behaviour of:

- any person, including children and lodgers living in and/or visiting the Property; and/or
- any Pet belonging to the members of your household or your visitors when they are in the Property and/or in the locality and/or in the Communal Areas and/or on the Estate and/or any other estate owned or managed by us.

Examples of behaviour which will or is likely to, or is capable of, causing a nuisance and/or annoyance include (but are not limited to):

- unreasonable noise such as loud music, radios, television, electronic equipment, musical instruments, shouting, screaming, revving car or motorcycle engines, banging on party walls or ceilings, throwing furniture, banging and slamming of doors and disturbance from do-it-yourself works;
- selling drugs;
- using abusive and/or offensive language;
- throwing dirt, rubbish or other refuse out of the windows or from any balcony, landing, corridor or roof at the Property and/or the Building;
- throwing any object out of the windows or from any balcony, landing, corridor or roof at the Property and/or Building which is capable of causing nuisance, annoyance, injury or harm to someone;
- banging a ball repeatedly against someone else's property
- vandalising property;
- being violent or threatening violence towards someone in person or via social media.

Harassment: bullying, pestering and upsetting other people

4.21 That the members of your household or your visitors, will not:

- harass or threaten to harass any person (to include harassment by way of social media) for any reason, including (but not limited to) harassing someone on any of the following grounds:
 - race
 - colour
 - age
 - religion
 - sex
 - culture
 - ability
 - lifestyle

- sexual orientation
- physical and/or mental disability
- marriage and civil partnership
- and
- pregnancy/ maternity
- belief
- gender reassignment

- do anything which interferes with, or is likely to interfere with, the peace and comfort of, or cause offence to:
 - any other tenant or a member of his/her household or their visitors;
 - an adjoining occupier;
 - our staff or contractors;
 - any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us.

Domestic violence: Violence towards your household or people who used to live with you

4.22 That the members of your household or your visitors, will not be, or threaten to be, violent and/or abusive towards:

- any other lawful occupier; and/or
- any current or former partners; and/or
- their friends and/or family,

in the Property and/or the Building and/or on the Estate and/or any other estate owned or managed by us.

Access: When you must let us into the Property

4.23 To allow us, our employees, agents and/or contractors:

- immediate access to the Property in an emergency; and
- on giving 24 hours' notice, access to the Property even if there is no emergency to:
 - carry out any of our obligations under this Tenancy or imposed on us by law (including the carrying out of an annual gas safety inspection);
 - carry out any inspections at the Property (including electrical inspections and inspections of the condition of the Property and/or any Energy Efficiency System);
 - carry out any Works to the Property, the Energy Efficiency System, or any adjoining homes or to the Building and/or Estate;
 - provide any Services and/or Other Services under this Tenancy.

4.24 That if:

- we agree an appointment date with you to carry out any of our obligations under this Tenancy or imposed by law; and
- you do not allow access to us, our employees, agents and/or contractor on that date; then
- you shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access within 28 days of us requesting payment from you.

Pets

4.25 Not to keep any Pets in your Home, the Property and/or on the Estate without first getting our written consent. We may refuse consent in the following circumstances:

(a) where you are asking for permission to keep a cat or a dog where your Home:

- is a flat or maisonette with a shared or communal entrance; or
- does not include a private garden; or
- is designated as an older person's property and part of a Retirement Living scheme

unless it is an assistance dog to support a disability such as a "guide dog" for the blind or a "hearing dog" for the deaf;

(b) where a dog is prohibited under the Dangerous Dogs Act 1991 or classified as dangerous under the Dangerous Wild Animals Act 1976;

(c) any other circumstances which we consider are reasonable to refuse our consent.

4.26 If we give you consent to keep a Pet in your Home and/or the Property, you agree:

- that the Pet will be kept under control at all times
- that the Pet will not cause nuisance or annoyance, harm or damage to any other person or property
- not to mistreat or keep the Pet in poor or unsanitary conditions or conditions inconsistent with the Pet's welfare
- not to leave the Pet unattended for long periods of time
- that the Pet will not foul in the Building, the Communal Areas and/or the Estate. If the Pet does foul in the Building, the Communal Areas and/or the Estate, you agree to remove the waste and clean the area
- not to keep the Pet for commercial breeding purposes without first getting our written consent and any licences or other permissions that may be needed.

Communal Areas and facilities

- 4.27 That the members of your household or your visitors, will keep any Communal Areas in a clean condition; where we provide a cleaning service for which you pay a Service Charge any Communal Areas must still be kept tidy.
- 4.28 That the members of your household will use any facilities provided within the Communal Areas (including but not limited to salt and grit, car parks, play areas, laundry facilities, clothes lines, refuse disposal facilities) in a responsible manner, giving due consideration to your neighbours and other users and not blocking access to such facilities nor blocking any refuse disposal facilities.
- 4.29 That neither the members of your household nor your visitors will use the electrical power points in the Communal Areas and/or the Building for your own power supply purposes or for the charging of any items including mobility scooters, unless it has been designated as a communal charging point.
- 4.30 Not to cultivate or alter any **Communal Gardens** without first getting our written consent.

Vehicles

- 4.31 Not to park any van (under 5.5 metres long), motor car, motor cycle or moped anywhere at the Property, the Building and/or the Estate other than where it is roadworthy taxed and insured and provided it is parked:
- in any private garage granted as part of the Property (if any);
 - any designated parking space (where these exist) that we have given you specific or indirect or unstated consent to use; or
 - in any shared car park (where these exist).
- 4.32 That the members of your household or your visitors will park with due care and consideration to other road users and pedestrians without obstructing any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces on the Estate.
- 4.33 Not to park any van (over 5.5 metres long), mobility scooter, caravan, motor home, boat, trailer, lorry, or similar vehicle anywhere at the Property, the Building or on the Estate without first getting our written consent.
- 4.34 That neither the members of your household nor your visitors shall carry out any repairs or servicing of any vehicle(s) in the Property, the Building and/or the Estate without first getting our written consent.

Damage, Maintenance and Decoration

- 4.35 That you are responsible for Works required to the Property, any Energy Efficiency System, the Building and/or the Estate which are not our

responsibility and/or result from any damage or neglect caused by the members of your household and/or your visitors and/or Pets.

Examples of Works required to the Property, that are your responsibility include but are not limited to:

- chimney sweeping
- replacing electric fuses and plugs
- replacing lost or damaged keys
- replacing light bulbs
- replacing waste plugs and chains to sinks, baths and wash hand basins
- repairing minor cracks to plaster
- re-pressurising your boiler
- easing doors over carpets
- resetting fuses if they blow due to an appliance/light bulb fault
- blocked waste pipes to sinks, baths, showers or wash basins
- testing smoke detectors and carbon monoxide detectors weekly
- keeping electric or gas appliances that are your responsibility well maintained and where any such appliance is subject to product recall advice, to adhere to such advice.

4.36 That the members of your household, your visitors or your Pets will not graffiti, deface or cause damage to, and will take every reasonable precaution to prevent damage (including, but not limited to, damage by Pets, frost, fire or explosive materials) to the Property, any Energy Efficiency System the Building and/or the Estate.

4.37 To keep the Property in a good and clean condition and to decorate inside your Home as often as is necessary to keep it in reasonable decorative order.

Interference

4.38 That the members of your household or your visitors will not tamper with and/or damage:

- security or safety equipment (such as fire and smoke alarms, any equipment for putting out fires, door entry systems, security gates and closed circuit systems); and/or
- anything which supplies or is in connection with the supply of gas, electricity, water or any other services; and/or

- equipment used for ventilation; and/or
- any Energy Efficiency System

in the Property, the Building, or the Estate.

Reporting repairs: Telling us about any repairs we need to do

- 4.39 To report to us promptly anything which is in disrepair including any Energy Efficiency System which is our responsibility to repair.

Improvements, alterations and additions

- 4.40 Not to make any **improvements** to the Property, any Energy Efficiency System, the Building and/or the Estate, except in the circumstances permitted by sections 97 to 99 of the Housing Act 1985, *which is where you have first obtained our written consent which we will not be unreasonably withhold* and which will be subject to any planning permission or any other permissions that may be needed.

Health and Safety

- 4.41 Not to bring into or keep anything (including substances) in the Property the Building and/or on the Estate which may or is likely to cause an explosion including (but not limited to) petrol, paraffin or bottled gas.
- 4.42 To protect your and other residents' safety and security by:
- complying with any health and safety or fire instructions relating to the Building and/or Communal Areas;
 - closing external, safety and fire doors in and to the Building; and
 - controlling and not lending out any key or fob to any Communal Areas or letting unauthorised visitors or visitors on official business at the Building without the appropriate identification into the Building
- 4.43 That the members of your household or your visitors will not obstruct or keep or leave rubbish, dangerous materials or belongings which could constitute a health or fire safety risk in the Property or on any Communal Areas and/or on the Estate.

Failure to carry out Works

- 4.44 That if you breach your responsibilities to carry out Works under this Tenancy, we shall be entitled to either:
- carry out the Works to put right your breach; or

- serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard.

If we carry out Works to put right your breach because:

- Works you have done in response to a notice from us are not to a reasonable standard; or
- you have not carried out Works in response to a notice from us within the reasonable timescale set out in the notice; or
- we have decided to carry out the Works to put right your breach

you shall pay to us our reasonable costs of doing so within one month of us requesting payment from you.

This clause applies to Works required resulting from your breach of this Tenancy which includes (but is not limited to) the following clauses:

- maintaining any driveway, paths and other structures forming part of the Property (clause 4.12)
- maintaining your Garden and any trees in your Garden (clause 4.13)
- undertaking repairs, maintenance and decoration that are your responsibility (clause 4.35 and 4.37)
- repairing any damage caused that you are responsible for repairing (clauses 4.35, 4.36, 4.38 and 4.39)
- undertaking any unauthorised improvements (clause 4.41)
- removing items from and cleaning the Building and/or Communal Areas clauses 4.27, 4.28 and 4.44)
- your parking obligations (clause 4.31 to 4.34) (such Works may include removing your vehicle.)

Title and Planning

- 4.46 You must comply with any obligations concerning the use of the Property in title deeds or in any planning permission, details of which (if any) are attached to this Tenancy at Appendix 1. You must comply with the terms and conditions (other than financial obligations) where those terms concern you and the Property. Where those terms conflict with the terms of this Tenancy, those terms will prevail.

Temporary vacation of your home for Works

4.47 That where we or our agent acting on our behalf is required to carry out Works to the Property, the Building and/or the Estate, to comply with any of our obligations under this Tenancy or imposed on us by law or otherwise, and the Works cannot reasonably be carried out whilst the members of your household remain in the Property, then you agree that the members of your household will:

- move out of the Property for as long as is necessary for us or our agent to carry out the Works in exchange for us or our agent arranging alternative and temporary accommodation for the members of your household; and
- move out of the temporary accommodation upon the Works being completed (as to the date of which our or our agent's decision shall be final) and move back into the Property on reasonable notice being given to you by us or our agent.

Ending your Tenancy

4.48 To:

- give us at least 4 weeks' written notice, ending on a Sunday, that you want to end this Tenancy; and
- allow us with or without prospective tenants to inspect the and any Energy Efficiency System before the 4 week notice period ends; and
- if you leave before 4 weeks' notice has been given, to pay the Rent as if you had given 4 weeks' notice.

4.49 To give us possession of the Property at the end of the Tenancy.

We prefer you to give notice by using a Notice to Quit Form. You can get one at any of our offices or from our website. If you are a joint tenant, a Notice to Quit signed by one tenant will end the Tenancy even if the other tenant objects.

Moving out

4.50 That on the date which this Tenancy ends (or on the following working day if your Tenancy ends on a weekend or a bank holiday):

- the members of your household will move out and not leave anyone else and/or any Pets in the Property
- you will return the keys (and where applicable all the door entry fobs) to the Property to us by 10:00am; or
- you will leave the Property any Energy Efficiency System and our fixtures and fittings, in a clean and good condition
- you will leave the Energy Efficiency System at the Property

- you will remove all furniture, personal possessions (including but not limited to fitted carpets and curtains that belong to you) and rubbish from the Property including clearing the loft, sheds, outbuildings, greenhouses and any other structures of items and rubbish.

4.51 That if you do not return the keys (and where applicable all the door entry fobs) by 10.00am on the day this Tenancy ends (or on the following working day if your Tenancy ends on a weekend or a bank holiday) you will pay to us the reasonable costs of changing the locks to the Property and replacement locks and key(s) within 28 days of us requesting payment from you.

4.52 That on the day this Tenancy ends, if you do not:

- remove all personal possessions (including Pets) and rubbish
- leave the Property (including our fixtures and fittings) and the Energy Efficiency System in a clean and good condition
- leave the Energy Efficiency System at the Property

you will pay to us our reasonable costs of storing your goods or carrying out such Works necessary to put right your breach within 28 days of us requesting payment from you.

4.53 That if you do leave any personal possessions at the Property after this Tenancy ends, we may dispose of them after taking reasonable steps to tell you, and then charge you for doing this. We are entitled (but not obliged) to sell anything left behind by you. If you owe us Rent or other sums of money under this Tenancy, we can set proceeds of sale off against your arrears. Otherwise, you will be entitled to any proceeds of sale less our costs of arranging to sell the belongings. If you do not collect the proceeds within 6 weeks of us writing to your last known address to tell you, we may use the proceeds for our own purposes.

4.54 That for any **Period of Unauthorised Occupation**, you must pay us an amount equivalent to the Rent due for that Period of Unauthorised Occupation within 28 days of us requesting payment from you.

4.55 That if on the day this Tenancy ends your Rent account is in credit, we may set off the credit amount against any other sums owing to us under this Tenancy.

5. **YOUR RIGHTS CONTAINED IN LEGISLATION**

Succession

5.1 On your death:

(a) your rights are set out sections 86A, 88 and 89 of the Housing Act 1985 *and are summarised below:*

- (i) *any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or*
- (j) *if there is no surviving joint tenant your **Partner** or another **Family Member** will become the Tenant by succession in accordance with this clause as long as:*
- they occupied your Home with you throughout the period of 12 months at the time of your death*
 - they occupied your Home as their only or principal home at the time of your death; and*
 - you were not a successor as defined in the Housing Act 1985*

(b) If there is more than person entitled to succeed to the Tenancy under this clause 5.1 (a) above, the Tenancy shall pass to the person in accordance with the following:

- if there is more than one Family Member, whichever one of them may be agreed between them; or where there is no such agreement, decided by us acting reasonably.*

The law only allows one succession of the Tenancy.

Assignment and mutual exchange

5.2 You have the right to assign the whole or any part of your Home or the Property (including the right to assign the Tenancy by way of a mutual exchange) only in the circumstances permitted by sections 91 and 92 of the Housing Act 1985.

Lodgers

5.3 You have the right to take in a lodger in accordance with section 93 of the Housing Act 1985.

Sub-letting

5.4 You have the right to part with possession or sublet (including granting holiday lettings) part of your Home or the Property only in the circumstances permitted by section 93 of the Housing Act 1985 *which means only where you have first obtained our written consent.*

Repairs

5.5 You have the right have repairs carried out to your Home in the circumstances permitted by section 96 of the Housing Act 1985.

Improvements

- 5.6 You have the right to make improvements to the Property, any Energy Efficiency System, the Building and/or the Estate only in the circumstances permitted by sections 97 to 99 of the Housing Act 1985.

Compensation for improvements

- 5.7 You have the right to compensation for improvements in the circumstances permitted by sections 99A and 99B of the Housing Act 1985.

Information about your Tenancy and about our policies

- 5.8 You have the right to information about your Tenancy and about our policies as set out in sections 104 and 106 of the Housing Act 1985.

Consultation about matters of housing management

- 5.9 You have the right to be consulted by us on matters of housing management in the circumstances set out in section 105 of the Housing Act 1985.

Right to Buy

- 5.10 You have the right to buy the Property in the circumstances set out in part V of the Housing Act 1985.

6. HOW WE MAY END YOUR TENANCY

- 6.1 So long as the Tenancy remains a Secure Tenancy we can bring it to an end by getting a Court Order for possession on one or more of the grounds listed in Schedule 2 to the Housing Act 1985, in which case we will give you written notice of seeking possession before starting such possession proceedings (unless a court grants an order that it is just and equitable to dispense with the requirement to serve you with such notice).
- 6.2 If this Tenancy stops being a Secure Tenancy (because for example you stop living in the Property as your only or principal home), we may end this Tenancy by giving you Notice To Quit.

Schedule 1 - DEFINITIONS

You and us agree the following words shall have the following meanings:

Benefit	means housing benefit, Universal Credit or any alternative replacement scheme
Benefit Eligible Services	are the services eligible for Benefit which at the Start Date are listed in Part 1 of Schedule 2) we will provide under this Tenancy for which you pay the Benefit Eligible Service Charge
Benefit Eligible Service Charge	is the amount of money you pay to us for providing the Benefit Eligible Services set out in the Tenancy and forming part of the Service Charge
Building	where your Home is flat or maisonette, the building Your Property forms part of, and includes the Communal Areas
Communal Areas	which includes shared communal areas such as (but is not limited to) any stairways, lifts, Communal Gardens, balconies, landings, wash rooms and parking areas
Communal Gardens	means any gardens or landscaped areas in the Communal Areas including any shrubbery and trees within it
Contents	means the furniture, furnishings, fixtures and other items listed in Schedule 2 of this Tenancy which are let with your Home under this Tenancy
Energy Efficiency Payments	Includes (but is not limited to) <ul style="list-style-type: none"> • any benefits arising as a result of the Energy Efficiency System being connected to the Grid and any environmental or renewable benefits (including feed in tariffs and renewable heat incentive payments) relating to the Energy Efficiency System (including any monetary payments) • any payments arising as a result of supplies of electricity and exports of electricity to the Grid from the Energy Efficiency System • any revenue generated in relation to the Energy Efficiency System
Energy Efficiency System	means any <ul style="list-style-type: none"> • low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology; and • renewable heat technology equipment of fuel source, including ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the Grid, together with • any invertors, meters, monitoring equipment, cabling and other associated media and works; and • any addition or replacement, • that we, or a third party with our permission, may install
Estate	means any land and/or buildings adjoining and/or neighbouring your Home, the Property and the Building and which is owned by us
Former Occupancy Debts	means rent arrears or other debts or charges owing from a previous occupancy of the Property including clearance charges or from another property owned by us or from another Registered Provider of Social Housing
Family Member	means a member of your family within the meaning of part IV of the Housing Act 1985 and defined in section 113 of the Housing Act 1985
First Period	means the period of time from Start Date to midnight on the following Sunday
Garden	means any garden which is included within the boundary of the Property and let under this Tenancy including any shrubbery and trees within it
gifted items	means any electrical items, outbuildings, soft furnishing or other items gifted to you on the Start Date as listed in Schedule 4 of this tenancy. We are not responsible for any Works needed to any gifted items

Grid	means any distribution system for electricity and/or gas in England as operated by persons licenced by Ofgem
Home	means your house, bungalow, flat or maisonette granted under the terms of this Tenancy and described at clause 1.2 of this Tenancy
improvements	means any improvements, alterations or additions including (but not limited to): <ul style="list-style-type: none"> • installing central heating or a gas fire; • putting up any radio or television aerial, satellite dish, alarm, camera or CCTV; • removal of floor tiles; • installing laminate flooring; • installing a shower • replacing kitchens/bathrooms
members of your household	means the people that that will be living in your Home including you, who at the Start Date are listed in the schedule at clause 1.15
Net Rent	means the amount of money you have to pay to us on a regular basis to live in your Home which may be increased or decreased from time to time at the Rent Review
New Terms	are the changes we are making to the terms of this Tenancy
Non-Benefit Eligible Services	are the services not eligible for Benefit (which at the Start Date are listed in Part 2 of Schedule 2) and which we will provide under this Tenancy for which you pay the Benefit Eligible Service Charge
Non-Benefit Eligible Service Charge	is the amount of money you pay to us for providing the Non-Benefit Eligible Services set out in the Tenancy and forming part of the Service Charge
Other Charges	is the amount of money you pay to us for providing the Other Services set out in this Tenancy which may be increased or decreased from time to time under this Tenancy
Other Charges Review	means the time when we will review and increase the Other Charges which will normally be in the April immediately after the grant of this Tenancy and thereafter once a year
Other Services	are the other services which at the Start Date are listed at clause 1.13 which we will provide to you under this Tenancy for which you pay the Other Charges
Partner	means your husband or wife, a person living with you as your husband or wife, your civil partner or a person living with you as your civil partner
Period of Unauthorised Occupation	is any period after 10:00am on the day this Tenancy ends, which the members of your household and/or anyone authorised by you remain in occupation of the Property
Pets	includes but is not limited to any animal, bird, reptile, insect or fish
Property	means your Home including any fixtures and fittings owned by us (except the Contents) and if your Home is a house or bungalow includes any garage, driveway, allocated parking space, outbuilding or Garden let under this Tenancy and any paths, hedges and/or fences exclusively for your Home and owned by us. For the avoidance of doubt the Property does not include any Energy Efficiency System that may be fitted to your Home at the Start Date or at any time during the Tenancy or any part of your Home to which any Energy Efficiency System is attached
Regulator of Social Housing	means the Regulation Committee, which is a statutory committee of the Homes and Communities Agency, or any replacement body or bodies which regulate social housing or takes over the current functions of the Regulation Committee

Rent	means the total of the Net Rent, Service Charge and Other Charges added together, which may be increased or decreased from time to time at the Rent Review and any Former Occupancy Debts
Rent Review	means the time when we will review and increase or decrease the Rent in accordance with sections 102 and 103 of the Housing Act 1985, which will normally be in the April immediately after the grant of this Tenancy and thereafter once a year
Reviewed Other Charges	means the Other Charges as varied under this Tenancy at the Other Charges Review
Reviewed Rent	means the Rent as varied under the Tenancy in accordance at the Rent Review
Reviewed Service Charge	means the Service Charge as varied under the Tenancy at the Service Charge Review
Right to Rent Checks	means the immigration status checks carried out by us to ensure that the members of your household have a legal right to be in the United Kingdom
Second and Subsequent Periods	means the periods of time immediately after the First Period starting on a Monday and thereafter from week to week until the Tenancy is ended
Secure Tenancy	means a secure tenancy agreement within the meaning of the Housing Act 1985
Services	are the Benefit Eligible Services and the Non Benefit Eligible Services which we will provide under this Tenancy for which you pay the Service Charge
Service Charge	is the total of the Benefit Eligible Service Charge and the Non Benefit Eligible Charge and is the amount of money you pay to us for providing the Services set out in the Tenancy which may be increased or decreased from time to time at the Rent Review or if there is a Service Charge Review
Service Charge Review	means the time when we will review and increase the Service Charge if there is a change in the Services provided to you
Start Date	means the start date of this Tenancy as inserted at clause 1.4 of this Tenancy
Tenancy	means the legal agreement between you and us where we allow you to live in the Home and where both you and us agree to do various things which are set out in the Tenancy
Terrorism	includes (but is not limited to) any action which is <ul style="list-style-type: none"> • designed to influence the government or to intimidate the public or a section of the public; and • made for the purpose of advancing a political, religious or ideological cause; and • the action <ul style="list-style-type: none"> ○ involves serious violence against a person ○ involves serious damage to property ○ endangers a person's life, other than that of the person committing the action ○ creates a serious risk to the health or safety of the public or a section of the public ○ is designed to seriously interfere with or disrupt an electronic system
Varied Terms of Tenancy	means the New Terms
Works	means any works and for example includes but is not limited to installing, maintaining, improving, repairing, replacing, cleaning, clearing, removing and disposing of and/or making good
You	means the tenant(s) of the Property under this Tenancy. This includes joint tenants.

Schedule 2 – THE SERVICES

PART 1 – BENEFIT ELIGIBLE SERVICES

- Retirement Living Service Charge – A Scheme
- Retirement Living Service Charge – B Scheme

DRAFT FOR CONSULTATION