

Starter Assured Shorthold Tenancy Agreement



This **TENANCY AGREEMENT** is between South Lakes Housing ('We/the Association') whose registered office is at South Lakes Housing, Bridge Mills Business Centre, Stramongate, Kendal, Cumbria, LA9 4BD Tel: 0300 303 8540 and which is a housing association within the meaning of Section 1 of the Housing Act 1985 and a registered provider of social housing under the Section 111 of the Housing and Regeneration Act 2008 and

[Redacted] ('You/the Tenant')

(In the cases of Joint Tenants, the term 'Tenant' applies to each of them and the names of all Joint Tenants should be written above. Each tenant individually has the full responsibilities and rights set out in this agreement).

In respect of [Redacted] ('the Premises')

which is a [Redacted] for a maximum number of [Redacted] persons.

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

This tenancy is a [Redacted] **and begins on** [Redacted]

until the following Sunday and thereafter will run on a weekly basis and is an assured shorthold weekly tenancy within the meaning of Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) the terms of which are set out in this Agreement. The tenancy shall be for a period of one week and shall continue thereafter from week to week until the Tenant or the Association take action to end the tenancy in accordance with the terms of this Agreement.

This tenancy is an assured shorthold tenancy for the first 12 months (or any extension period). It will automatically become an assured (non shorthold) tenancy (called an assured tenancy) at the end of 12 months (or any extension period).

Your assured shorthold tenancy will not become an assured tenancy if:

- We have served a notice under Section 21(4) of the Housing Act 1988 that we require possession;
- We have started legal action to end your tenancy;
- We have made an application for an injunction or anti-social behaviour order against you or anyone else living at your home for breaching this Agreement or for engaging in anti-social behaviour;
- We have written to tell you that we are investigating whether you have breached the terms of this Agreement.

In any of the circumstances set out above, the Tenancy will continue to be an assured shorthold tenancy until:

1. The court gives us possession of your home;
2. 28 days after a notice under section 21(4) of the Housing Act 1988 has come to an end, provided we have not applied to court to evict you;
3. 28 days after any legal action against you has ended, provided the court does not give us possession of your home or award an injunction or anti-social behaviour order against you, or
4. 28 days after we have written to you telling you we are investigating whether you have breached the terms of this Agreement without any legal action being taken.

We may decide to extend the first 12 month period of your tenancy by up to 6 months. We will make this decision before the end of the first 12 months and write to tell you if we are granting an extension period. During this extension you will continue to be an assured shorthold tenant.

This Agreement is intended to create an assured shorthold tenancy agreement as defined in Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) and the provisions for recovery of possession by the Association in Section 21 of the Housing Act 1988 apply accordingly. This condition no longer applies if and when this Agreement becomes an assured (non-shorthold) tenancy agreement.

Payments for the Premises

It is agreed as follows:-

The weekly payments for the Premises at the date of this Agreement shall be:

Net Rent:		Furniture:	
*Service Charge		Other Charges	
Heating and Hot Water Charges:		Total Payable (the 'Rent'):	

If there is a service charge, the services will be shown on a supporting schedule.

Previous Arrears – As a condition of this tenancy the Tenant must also pay the following sum(s)

Former Tenant Arrears		In respect of the tenancy at the following address:	
Repair Recharges		In respect of the tenancy at the following address:	
By instalments of at least		Per	
		beginning on	

This is to be paid in addition to the weekly Rent. If the Tenant does not pay this amount the Association may go to court and ask for them to be evicted from their home, seek a money judgment or have an existing money judgment enforced. The Association will charge the Tenant the cost of taking them to Court.

The information given on the Tenant's application form was and still is true. This Agreement contains the terms and obligations of the tenancy. You should read it carefully to ensure that you understand the terms of the conditions. If there is anything that you do not understand, it is recommended that you ask for it to be explained to you before signing. You may consider consulting a solicitor, Citizens Advice or Housing Advice Centre.

I/we accept the offer of this tenancy on the terms and conditions as contained in this 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 1		Date	
Signed 2		Date	

The Agreement must be signed by all parties to a joint tenancy

Signed		Date	
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On behalf of the Association

We are subject to any standards on housing management practice issued by the social housing regulator from time to time and this tenancy is one to which that guidance applies.

GENERAL TERMS – SECTION 1

PAYMENT FOR THE PREMISES	<ol style="list-style-type: none"> 1. The weekly payments for the Premises at the start of the tenancy are set out on page 2 (the Rent). 2. The Rent is due in advance on the Monday of each week. 3. If you have arrears owing to the Association when this tenancy commences the Tenant agrees to pay off those arrears by weekly instalments, each and every week as shown on page 2. If the Tenant does not make the payments, the Association may start court proceedings to end the tenancy.
SERVICES	<ol style="list-style-type: none"> 4. The Association shall provide the services set out in the attached schedule for which the Tenant shall pay a Service Charge. 5. The Association may, after consulting the Tenants affected, increase, add to, remove, reduce or vary the services provided.
CHANGES IN RENT	<ol style="list-style-type: none"> 6. The Association may vary the Net Rent in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 on the first Monday in April after this tenancy is granted, by giving the Tenant not less than one calendar month's notice in writing. The notice shall specify the rent proposed. 7. The Service Charge shall be varied at the same time as the Net Rent and using the same procedure. 8. The Association may increase or decrease the Furniture, Heating and Hot Water Charges or any Other Charges after giving the Tenant not less than one calendar month's notice in writing.
SERVING OF NOTICES	<ol style="list-style-type: none"> 9. Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Association for the receipt of legal notices, and any other communication arising from this Agreement, is South Lakes Housing, Bridge Mills Business Centre, Stramongate, Kendal, Cumbria, LA9 4BD 10. Any legal notice, or any other communication arising from this Agreement, shall be validly served on the Tenant if posted or delivered to the Premises.
ALTERING THE AGREEMENT	<ol style="list-style-type: none"> 11. Except for changes in the Rent or where permitted under future legislation, the terms of this Agreement can only be altered in one of the following ways - <ol style="list-style-type: none"> a) Under the Housing Act 1988 the Association will serve notice on the Tenant when new terms are proposed. If the Tenant does not object to the proposed terms they will become the terms of the Tenancy Agreement on the date specified in the Notice; or, b) Where the Association agrees that the proposed change will improve the housing service or help the Association manage their properties better, then the following procedure being utilised - <ul style="list-style-type: none"> • The Association giving you and all other tenants affected by the proposed change at least 28 days to make any comments which we will consider; and • The Association serving a notice of variation on you saying what the changes are and the date when it will take effect. <p>This clause does not affect the Association's right to change any element of the Rent payable under this Agreement.</p>

DATA PROTECTION	<p>12. The Association recognises its obligations as a data controller as set out in Regulation (EU) 2016/679 of the European Parliament (the General Data Protection Regulation ('GDPR')) which obliges us to provide you with information about how and why we use your personal data. This information can be viewed on our Privacy page located on our website. By signing this Agreement you confirm that we have supplied you with and you have sufficiently understood information about how and why we process or intend to process your personal data.</p>
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THE ASSOCIATION'S OBLIGATIONS – SECTION 2

	<p>2. The Association agrees:-</p>
POSSESSION	<p>1. To give the Tenant possession of the Premises at the commencement of the tenancy.</p>
YOUR RIGHT TO OCCUPY	<p>2. Not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises except where –</p> <p>a) access is required, subject to reasonable notice, to inspect the condition of the Premises or any installations, to carry out repairs or other works to the Premises or adjoining property, to conduct an annual tenancy audit, to carry out a gas safety inspection or, for any other purpose the Association may require in connection with the tenancy; or</p> <p>b) the Association is entitled to possession at the end of the tenancy.</p>
REPAIR OF STRUCTURE AND EXTERIOR	<p>3. To keep in repair the structure and exterior of the Premises including –</p> <ul style="list-style-type: none"> • drains, gutters and external pipes; • the roof; • outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating; • internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration; • chimneys, chimney stacks and flues but not including sweeping; • pathways, steps or other means of access; • plasterwork; • integral garages and stores. <p>4. The Association's liability only arises when notice is received of any disrepair or defects.</p>
REPAIR OF INSTALLATIONS	<p>5. To keep in repair and proper working order any installations provided by the Association for space heating, water heating, sanitation and for the supply of water, gas and electricity, including -</p> <ul style="list-style-type: none"> • sinks, baths, toilets, flushing systems and waste pipes; • electric wiring including sockets and switches, gas pipes and water pipes; • water heaters, fireplaces, fitted fires and central heating installations. <p>6. The Association's liability only arises when notice is received of any disrepair or defects.</p>

REPAIR OF COMMON PARTS	7. To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts including the Association's electric lighting, in reasonable repair and fit for use by the Tenant other occupiers of and visitors to the Premises.
EXTERNAL AREAS	8. To keep the exterior of the Premises and any common parts in a good state of decoration and normally to decorate periodically.
SUCCESSION	9. On the death of a Sole Tenant who is not a Successor, the tenancy will pass to the Tenant's spouse, civil partner, or other partner under the provisions of the Housing Act 1988, provided that he or she occupied the Premises as his or her only or principal home at the time of the Tenant's death. A Successor is - (a) a partner in whom the tenancy was vested under this clause; or (b) a person that would have been entitled to succeed had the previous tenant died and to whom the tenancy was assigned under clause 3(48); or (c) a tenant by survivorship when one of two or more joint tenants have died.
HOUSING MANAGEMENT	10. To provide you with information on our housing management policies as required by standards issued by the social housing regulator from time to time.
INSURANCE	11. To insure the structure of the Premises and Association's Fittings. You are responsible for fully insuring your own possessions which are kept on or in the Premises (known as contents insurance). We strongly recommend that you do this.
RENT STATEMENTS	12. To produce a statement of the rent account and/or give the Tenant access to their rent account via a secure online portal.

YOUR OBLIGATIONS – SECTION 3

	3. You agree:-
POSSESSION	1. To take possession of the Premises at the commencement of the tenancy and not to part with the possession of the Premises or sublet the whole of the Premises.
RENT	2. To pay the Rent weekly in advance. 3. If you are Joint Tenants you are each responsible for all the rent and for any rent arrears. We can recover all rent arrears owed for the Premises from any individual Joint Tenant. 4. When your Tenancy ends, for whatever reason, you will not be entitled to a refund of any amount of rent or other charges which are payable in advance and no apportionment of rent shall take place.

<p>USE OF THE PREMISES & ABSENCE FROM THE PREMISES</p>	<p>5. To use the Premises for residential purposes as your only or principal home.</p> <p>6. To tell the Association if you will be away from the Premises for more than four weeks.</p> <p>7. Not to use or allow persons living with you or visiting you to use the Premises for illegal or immoral purposes, including (without limitation) selling or possessing illegal substances or harbouring stolen goods or vehicles.</p> <p>8. Not to use or permit anyone living with you or visiting you to use the Premises to run or operate any business without the written permission of the Association. We will not normally refuse permission unless the business is likely to become the main use of the Premises, or cause a nuisance to other persons in the locality, or might damage the Premises or breach planning legislation.</p>
<p>NUISANCE & ANTI-SOCIAL BEHAVIOUR</p>	<p>9. Neither to cause nor to allow members of your household or visitors to commit or engage in any acts of anti-social behaviour or to cause a nuisance, annoyance or disturbance to other persons in the locality or to any tenant, agent, employee or contractor of the Association. Examples of such behaviour include but are not limited to -</p> <ul style="list-style-type: none"> • Loud music or noise; • Violence or threatening or abusive behaviour; • Damaging someone else's property; • Dog barking and fouling; • Playing ball games too close to someone else's home; • Arguing and slamming doors; • Offensive drunkenness; • Illegal drug use and the selling of illegal drugs; • Dumping of rubbish.
<p>HARASSMENT & HATE CRIME</p>	<p>10. Neither to commit nor to allow members of your household or visitors to commit or engage in any harassment or threat of harassment on the grounds of race, national origin, religion or belief, gender, sexual orientation, gender re-assignment, marital status, age or disability that may interfere with the peace and comfort of, or cause offence to other persons in the locality or to any tenant, employee, agent or contractor of the Association. Examples of harassment include, but are not limited to -</p> <ul style="list-style-type: none"> • Using or threatening to use violence; • Using abusive or insulting words or behaviour; • Damaging or threatening to damage another person's home or possessions; • Writing threatening, abusive or insulting graffiti; • Doing anything that interferes with the peace, comfort or convenience of other people.
<p>VIOLENCE</p>	<p>11. Neither to commit nor allow members of your household or visitors to commit any violence or abuse or threats of abuse or acts of violence that may interfere with the peace and comfort of or cause offence to other members of the household, other persons in the locality or to any tenant, employee, agent or contractor of the Association.</p>

<p>DOMESTIC ABUSE</p>	<p>12. Not to commit nor allow members of your household or visitors to commit any acts of domestic abuse or threats of domestic abuse (whether psychological, physical, sexual, financial or emotional) against any person lawfully entitled to live at the Premises which prevents or is likely to prevent anyone with a right to live at the Premises from continuing to live there peacefully.</p> <p>13. In the event of any domestic abuse being reported to any statutory or voluntary agency this will leave you in breach of this Agreement. It is sometimes difficult to prove domestic abuse has taken place, so the word of the victim will be taken as a legitimate source of information and taken at face value unless there is firm evidence to the contrary. Evidence of domestic abuse for repossession purposes does not need to rely on a criminal charge but may be based on civil evidence.</p>
<p>PETS</p>	<p>14. To obtain the written consent of the Association, before keeping a dog, cat or any other animal in a flat, maisonette, or in sheltered housing. Such consent will not be unreasonably withheld.</p> <p>15. To keep under control any animals being kept at the Premises and take all reasonable steps to prevent such pets causing nuisance, annoyance or disturbance.</p> <p>16. To ensure that your pets do not foul or cause damage to the Premises, your neighbour's property, anything belonging to the Association or anything the Association is responsible for, such as communal areas.</p>
<p>INTERNAL AREAS</p>	<p>17. To keep the interior of the Premises in good and clean condition and to decorate all internal parts of the Premises as often as is necessary to keep them in good decorative order.</p> <p>18. Not to hoard, acquire or fail to discard of a large number of possessions. Not to allow living spaces to become cluttered enough that they can't be used for the activities for which they were designed and prevent access to utilities and or inhibit access between rooms and exiting the property in an emergency.</p> <p>19. To not improve the Premises until the tenancy has become an assured (non-shorthold) tenancy. After that time, not without prior written consent, which shall not be unreasonably withheld, and without first having obtained all other necessary approvals (for example, planning permission or building regulations approval). Failure to seek the Association's consent or to comply with the Association's conditions shall be a breach of your obligations under this tenancy.</p> <p>20. Not without the Association's prior consent to install wooden or laminate flooring at the Premises.</p> <p>21. Not without the Association's prior consent to make any structural alterations or make any additions to the Premises. This includes but is not limited to -</p> <ul style="list-style-type: none"> • Taking down walls; • Loft conversion; • Building an extension; • Installing of solid fuel stoves or fires.

<p>EXTERNAL AREAS</p>	<p>22. To keep external areas such as yards and gardens in good, clean and tidy condition. If you fail to keep your garden tidy, the Association will request in writing that you do so and may undertake this work and recharge you the costs involved.</p> <p>23. To not improve the Premises until the tenancy has become an assured (non-shorthold) tenancy. After that time, not without prior written consent, which shall not be unreasonably withheld, and without first having obtained all other necessary approvals (for example, planning permission or building regulations approval). Failure to seek the Association's consent or to comply with the Association conditions shall be a breach of your obligations under this tenancy.</p> <p>24. Not without the Association's prior written consent to erect any structure or hard standings in areas such as yards or gardens. In the event any such structure or hard standings is erected without consent, the Association may take down the structure or hard standing and recharge you the costs involved.</p> <p>25. Not remove, alter, replace or plant a tree at the Premises without getting our written permission first.</p> <p>26. Not remove, alter, replace any boundary hedge or fence at the Premises without getting our written permission first.</p> <p>27. Not without the Association's prior written consent decorate the exterior of the Premises, carry out structural alterations or make any addition of the Premises, alter or add fixtures to the Premises or fix satellite TV Aerial dishes to the Premises.</p>
<p>COMMUNAL AREAS</p>	<p>28. To co-operate with us and your neighbours to keep any communal areas, communal access ways or staircases in a clean and tidy condition and clear of obstruction.</p> <p>29. Not to smoke in any indoor communal areas.</p> <p>30. Not to interfere with security and safety equipment in communal blocks. Communal entrance doors should not be jammed open.</p>
<p>ROADWAYS & VEHICLES</p>	<p>31. Not to block local roadways and other vehicular access and to keep them and car parking spaces, clear of unroadworthy vehicles and other obstructions. Not to carry out major and/or protracted car repairs on the land around the Premises or on the road.</p> <p>32. Not to park a vehicle anywhere on the Premises except on hardstanding intended for parking.</p> <p>33. Not to park on grass verges or greens.</p> <p>34. Not to park caravans, motor homes, boats or unroadworthy vehicles on the garden, driveway, paved area around the Premises or on any communal parking areas. If we need to remove or get rid of any vehicle we may recharge you the costs involved.</p> <p>35. Not without the Association's prior written consent to keep a mobility scooter at the Premises. Permission will not unreasonably be withheld but will be granted only where the Tenant can prove that arrangements for storage, charging including annual Portable Appliance Testing and insurance are adequate. The Tenant is strongly advised to insure against loss of damage to the scooter or to any loss, damage or injury caused by the scooter.</p>

DANGEROUS MATERIALS	<p>36. Not to store anything which could catch fire or explode at the Premises or in any communal area, such as but not limited to bottled gas, paraffin, petrol.</p> <p>37. If you need to use and store oxygen cylinders because of a medical condition, you must notify the Association.</p>
DAMAGE	<p>38. To make good any damage to the Premises or the Association's fixtures and fittings or to the common parts caused by you or any member of your household or any visitor to the Premises, fair wear and tear excepted, and to pay any reasonable costs reasonably incurred by the Association carrying out such works in default.</p> <p>39. You are responsible for fully insuring your own possessions which are kept on or in the Premises (known as contents insurance). We strongly recommend that you do this. We will accept no responsibility for loss or damage to your possessions or accidental damage to the Association's fixtures and fittings caused by you, your family, lodgers, subtenants, visitors, pets or any other person.</p>
REPORTING REPAIRS	<p>40. To report to the Association promptly any disrepair or defect for which the Association is responsible in the Premises of the common parts.</p> <p>41. Not to tamper with gas or electricity supplies or with the meters.</p> <p>42. The Association's liability only arises when notice is received of any disrepair or defects.</p>
ACCESS	<p>43. To allow the Association's employees or contractors acting on behalf of the Association, access at reasonable notice to inspect the condition of the Premises or any installations, to carry out repairs or other works to the Premises or adjoining property, to conduct an annual tenancy audit, to carry out annual gas servicing and for any other purpose the Association may require in connection with the tenancy.</p> <p>44. The Association will normally give at least 24 hours' notice but more immediate access may be required in an emergency, without consent to prevent personal injury to the Tenant, the household, the Premises, neighbours or adjoining property, if in the opinion of one of the Association's employees, such entry is necessary.</p> <p>45. If you arrange an appointment with the Association to carry out a repair and you fail to allow access on two occasions then the Association may recharge you its reasonable costs.</p> <p>46. To refrain from smoking in the same room as the Association's employees or contractors working on behalf of the Association whilst at the Premises.</p>
ASSIGNMENT OF ASSURED SHORTHOLD TENANCY	<p>47. Not to assign the tenancy except in furtherance of a court order.</p>
ASSIGNMENT OF ASSURED TENANCY	<p>48. Not to assign the tenancy except in furtherance of a court order or without the written consent of the Association when exercising the right to exchange set out in section 4(10) below or assigning the tenancy to someone that would have been qualified under section 2(9) to succeed to the tenancy had the Tenant died.</p>

OVER-CROWDING	49. Not to allow more people than the permitted number of persons to reside at the Premises.
LODGERS	50. Not to take in lodgers until the tenancy has become an assured (non-shorthold) tenancy and you have our permission in writing. Before taking in any lodger to inform the Association of the name, age and gender of the intended lodger and of the accommodation he or she will occupy.
SUBLETTING	<p>51. Not to grant a sub-tenancy of the whole of the Premises.</p> <p>52. Not to grant a sub-tenancy of any part of the Premises without first obtaining the Association's prior written consent. The Association may give consent subject to reasonable conditions. The Association will not consider giving consent unless and until the tenancy has become an assured (non-shorthold) tenancy.</p> <p>53. Not to grant an assured sub-tenancy of any part of the Premises.</p>
ENDING THE TENANCY	<p>54. If you are going to move out (and end the tenancy) you must give the Association at least four weeks' written notice ending on a Sunday. If you do not give this notice, you will be charged for rent for the four weeks after we received notice or find out that you have moved out.</p> <p>55. To allow during the last four weeks of the tenancy -</p> <ul style="list-style-type: none"> a) prospective tenants to be shown around the Premises; b) the Association access in order to pre-inspect the Premises and; c) photographs to be taken to allow the Premises to be marketed to new prospective tenants.
MOVING OUT	<p>56. To give the Association vacant possession and return the keys of the Premises by 12 noon on the next working day following the last day of the tenancy and to remove all furniture, (except that belonging to the Association), personal possessions and rubbish and leave the Premises and the Association's fixtures and fittings in good lettable condition and repair. The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the tenancy.</p> <p>57. At the end of the tenancy, the Tenant is responsible for meeting all reasonable removal and/or storage charges for any items left at the Premises. The Association will store them for a maximum of one month. The Association will notify the Tenant at the last known address. If the items are not collected within one month, the Tenant agrees that the Association can dispose of the items and the Tenant will be liable for the reasonable costs of storage and disposal.</p>
DEATH OF A TENANT	58. The executor or next-of-kin of the deceased Tenant should notify the Association of the death of the Tenant formally in writing enclosing a copy of the death certificate. The Tenancy will end on the Sunday following the date when the keys of the property are handed in to the Association.
MISREP-RESENTATION	59. To provide true and accurate information and details in relation to your circumstances for the purpose of this tenancy. The tenancy is granted on the basis of such information and if false or inaccurate information is given by you to the Association or by any party acting on behalf of you this will be a breach of tenancy.
OUTGOINGS	60. To meet all outgoing applying to the Premises including water charges and electric and other costs whether metered or billed.

YOUR RIGHTS – SECTION 4

	<p>4. You have the following rights:-</p>
<p>RIGHT TO OCCUPY</p>	<p>1. You have the right to occupy the Premises without interruption or interference from the Association for the duration of this tenancy (except for the obligation contained in this Agreement to give access to the Association’s employees or contractors) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and other persons in the locality.</p>
<p>TENURE WHILST AN ASSURED SHORTHOLD TENANCY</p>	<p>2. The Association can end this tenancy under Section 21 of the Housing Act 1988. An order for possession under Section 21 cannot take effect until 6 months after the Start Date. Section 21 will only apply whilst the tenancy remains an assured shorthold tenancy). The Association can also obtain possession of the Premises whilst the tenancy is an assured shorthold tenancy by obtaining a court order for possession on one of the grounds listed in Schedule 2 to the Housing Act 1988. Details of the grounds of possession can be obtained from the Association.</p>
<p>TENURE WHILST AN ASSURED TENANCY</p>	<p>3. If the tenancy becomes an assured (non-shorthold) tenancy, you shall remain as an Assured Tenant so long as you occupy the Premises as your only or principal home. The Association can end a periodic assured (non-shorthold) tenancy by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 to the Housing Act 1988. Details of the grounds of possession can be obtained from the Association. 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).</p> <p>4. 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.</p> <p>5. If we intend to seek possession of the Premises, as long as this tenancy has not been demoted, we will give you two weeks’ notice in writing unless-</p> <p>a) we are using Grounds 14 or 14A when the notice may be less than 2 weeks; or</p> <p>b) we are using Grounds 7, 9 or 16 when we will give you two months’ notice; or</p> <p>c) the court has allowed us to go ahead without serving notice on you.</p> <p>6. 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.</p> <p>7. As well as seeking a possession order 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. The Association may also apply for an injunction against an individual who engages in anti-social behaviour.</p>
<p>CESSATION OF ASSURED TENANCY</p>	<p>8. If the tenancy ceases to be an assured tenancy, the Association may end the tenancy by giving you four weeks’ notice in writing.</p>

<p>RIGHT TO TAKE IN LODGERS AND SUBLET (only applies when the tenancy becomes an assured periodic tenancy)</p>	<p>9. Subject to the clauses 3 (49), (50), (51), (52) and (53) above, you may take in any persons as lodgers, or may with the consent in writing of the Association, sub-let part of the Premises provided you do not grant an assured sub-tenancy.</p>
<p>RIGHT TO EXCHANGE (only applies when the tenancy becomes an assured periodic tenancy)</p>	<p>10. You do not have the right to exchange unless and until the tenancy has become an assured (non-shorthold) tenancy. After that time, you have the right to exchange this tenancy with that of another assured or secure tenant of a registered housing association or a local authority subject to prior written consent of the Association, which shall only be withheld on specific grounds. Such an exchange shall be effected either by mutual assignment of the tenancies or by surrender and regrant of each tenancy in accordance with the relevant legal and regulatory provisions.</p> <p>11. You must not charge any premium in relation to an exchange of this tenancy.</p>
<p>RIGHT TO CONSULTATION</p>	<p>12. The Association shall consult you before making changes in matters of housing management or maintenance that are likely to have a substantial effect on the Tenant.</p>
<p>RIGHT TO INFORMATION</p>	<p>13. You have a right to information from the Association about the terms of this tenancy and about the Association's repairing obligations, its policies and procedures on tenant consultation, housing allocation and transfers and its performances as a landlord.</p>
<p>RIGHT TO ACQUIRE</p>	<p>14. You do not have the right to acquire unless and until this tenancy has become an assured (non-shorthold) tenancy. After that time, you may have the right to acquire your house under the Housing and Regeneration Act 2008, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you would not be able to exercise this right.</p>
<p>COMPLAINTS</p>	<p>15. 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 of the social housing regulator as laid down from time to time. The Association shall provide details of the scheme at the beginning of the tenancy and inform the Tenant of any changes.</p> <p>16. If you are still dissatisfied after the complaints procedure has been exhausted, the Tenant shall have the right to refer the matter to the Housing Ombudsman Service.</p> <p>17. You must not make false, malicious and vexatious complaints.</p>
<p>DISTURBANCE ALLOWANCE / HOME LOSS PAYMENT</p>	<p>18. If you are required to move out of your home to allow the Association to carry out work, you will normally be offered alternative accommodation and may be eligible to claim a disturbance allowance for reasonable moving costs.</p> <p>19. If you have held the tenancy for at least a year and have to move from your home on a permanent basis, you may be eligible to claim a home loss and disturbance payment for reasonable moving costs.</p>