

# Assured Tenancy Agreement with Protected Rights

## 1. Duties of South Lakes Housing

### 1.1 Repairs

We must keep in repair the structure and exterior of the dwelling house including drains, gutters and external pipes.

We must keep in repair and proper working order installations for supplying water, gas, electricity and sanitation (including basins, sinks, baths and sanitary conveniences) and installations for supplying heat and hot water.

A full list of repairs for which we are responsible can be found in the Tenants' Handbook, which is provided for information only.

We are not liable for repairing any of the above if you are at fault for the repair being needed.

### 1.2 Decorations

We are responsible for decorating the exterior of your property and any communal parts of flats and maisonettes.

### 1.3 Security of Tenure

We shall not during the course of the tenancy interfere with your right of possession of the property, except:

- a) in the circumstances set out in paragraph 2.17 'Access for Repairs and Servicing' (see page 12) and paragraph 3 'Emergency Access' (see page 14) of the Agreement or
- b) where we are entitled to possession at the end of the tenancy.

You shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 of the Housing Act 1988. We may also apply for a

demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).

The grounds for seeking possession which may be relied on as at the start of this tenancy can be found in Schedule 1 of this Agreement (see page 18)

We have agreed that we will not seek possession using Grounds 1-6 of Schedule 2 of the Housing Act 1988, Ground 8 of Schedule 2 of the Housing Act 1988 (rent is eight weeks in arrears) or Ground 11 of Schedule 2 of the Housing Act 1988 (persistent delay in paying the rent whether or not rent is due at the date of the court hearing).

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.

If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you four weeks' notice in writing unless:

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

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.

As well as seeking a possession and/ or a demotion order, we can ask the Court for an injunction, which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in anti-social behaviour.

## 1.4 Cessation of Assured Tenancy

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

## 1.5 Consultation

We shall consult you on any changes which are likely to substantially affect you (with the exception of rent increases) and will do this at least four weeks before such changes are implemented.

## 1.6 Housing Management

We shall provide you with information on our housing management policies as required by the guidance issued by the Tenant Services Authority or its successor body under the provisions of Section 193 of the Housing and Regeneration Act 2008.1.7 Landlord's Address for Service of Notices

Under Section 48 of the Landlord and Tenant Act 1987, we must give you our address for the service of notices. Any notice from you to us under this Agreement may be sent by post or delivered to:

Chief Executive

Bridge Mills Business Centre Stramongate

Kendal

Cumbria LA9 4BD

## 2. Duties of the Tenant

2.0 " We believe every tenant has the right to peaceful enjoyment of their homes. We believe everybody has a right to live in their home and enjoy life in their own way, providing they do not upset or annoy people living near them.

A good neighbour will not cause a nuisance and will also be tolerant and understanding of the different lifestyles each person chooses".

You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home.

If you (or anyone living with you or visiting your home) break any of the following conditions of tenancy we may be able to repossess your home by obtaining a Court Order or take other action we think appropriate.

## 2.1 Paying Rent (including Service Charges)

- a) In this agreement "rent" means the total weekly payment for the tenancy of your home, any heating charges Supporting People charge and any other charges for services we provide, such as amenity charges for sheltered accommodation and the total weekly payment at the start of the tenancy is set out on page 3.
- b) Your rent is due weekly in advance every Monday. We can go to Court to evict you from your home if you do not pay your rent on time.
- c) 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 your home from any individual joint tenant. So if one joint tenant leaves, the remaining tenant or tenants are responsible for any rent that may still be owed.
- d) The amount of rent you pay depends amongst other things on the amount your home is worth, the size of your home and the number of bedrooms.
- e) Your rent includes an amount to pay for tenant involvement in decisions about the Landlord's housing service.
- f) You must repay any money you owe us from a previous tenancy such as rent

arrears or the cost of repairing deliberate damage.

If you do not keep to an arranged repayment plan, we can go to court to evict you from your home. The required weekly instalment for previous rent arrears at the start of this tenancy is set out on page 3.

- g) 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.

## 2.2 Rent Increases

- 2.2.1 We may increase the rent (here meaning the rent net of amenity and other charges) on the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us which shall not be more than the change in the rate of inflation plus one half per cent 0.5% plus £2.00/£2.17.

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

- 2.2.2 After the first rent variation under this tenancy agreement we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase the rent by giving you not less than one calendar month's notice in writing. The notice will specify the rent proposed. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum rent payable for the

following year will be the rent so determined.

- 2.3 Changes in services and service and other charges
- 2.3.1 At the date this tenancy is granted the only service charges we charge are amenity charges to sheltered housing tenants, and certain other charges. If these apply to you they are listed at the beginning of the tenancy. This clause 2.3 applies to those amenity and other charges and to any service charges for new services introduced in accordance with 2.3.7.
- 2.3.2 With effect from the first Monday in April after this tenancy is granted we may increase your amenity or service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided.
- 2.3.3 Each year, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.
- 2.3.4 At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.
- 2.3.5 We will give you a certificate showing what is included in your service charge. When you receive your certificate you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying.
- 2.3.6 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is

unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the

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

- 2.3.7 We may change the services we provide but we will consult all tenants who receive them and consider tenants' comments first. We will give you at least 28 days' notice in writing if we increase, add to, remove, reduce or vary the services provided. Where we introduce a new service we may charge you a service charge for that service. We will give you at least 28 days' notice in writing of the amount of any new service charge. Once introduced any service charge may be increased or decreased in accordance with clauses 2.3.2 to 2.3.6 above.

## 2.4 Occupation

You must occupy and furnish the property and use it as your only or main home. You are entitled to have members of your family occupying the house with you, as long as this does not lead to statutory overcrowding. If we ask, you must tell us who is living in the house. You should tell us as soon as there is a change in those who are living in your house.

**You must** tell your local housing office if you will be away from the property for more than four weeks. We will then know that you have not abandoned the property. If your job means that you are often away from the property, or you are away for long periods at a time, you should discuss this with your local housing office.

If you do not use your property as your main home, or if you do not tell us when you will be away for more than a month, we will take action to end your tenancy.

## 2.5 Insurance

You are responsible for fully insuring your own possessions which are kept on or in the property (known as contents insurance). We strongly recommend that you do this. We will accept no

responsibility for loss or damage to your possessions caused by you, your family, lodgers, sub-tenants, visitors, pets, or any other person.

### **Anti- Social Behaviour**

If you have a complaint about nuisance, physical abuse, verbal abuse, racial harassment, harassment, hate crime, domestic violence or other anti-social behaviour you should initially contact your local housing office. We shall investigate your complaint and take appropriate action to resolve the problem.

Any incidents of this nature will be pursued vigorously and legal action will be taken against the perpetrators if appropriate. Acts directed to another person because of their race, or ethnic origin, gender, sexuality, disability, religious beliefs or age will be treated in similar way.

South Lakes Housing takes firm action to eliminate such anti-social behaviour. Our intention is to deal firmly but fairly with anti-social behaviour, to deter such behaviour and to encourage others to come forward as witnesses. We work closely with the Police and other agencies in order to deal with serious cases of anti-social behaviour and determine what action will be taken. If you (or anyone living with you or visiting your home) carry out acts of antisocial behaviour, then where appropriate the action we take could result in you losing your security of tenure, your home, or being subject to an Anti-Social Behaviour Order (ASBO) or injunction which might lead to your arrest or even imprisonment.

## 2.6 Nuisance

**You** (or anyone living with you, or visiting your home) **must not** cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include:

- loud music, arguing and door slamming, dog barking and fouling, offensive drunkenness, selling drugs or drug abuse, rubbish dumping, playing ball games close to someone else's home.

## 2.7 Harassment / Hate-related incidents

**You** (or anyone living with you, or visiting your home) **must not** harass, intimidate, threaten or verbally abuse any other person.

Examples of harassment include:

- racist behaviour or language, 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 or literature, doing anything that interferes with the peace, comfort or convenience of others.

**You** (or anyone living with you, or visiting your home) **must not** take part in hate-related incidents of any kind (e.g. related to race, sexual orientation, gender, disability, religion, age, etc.).

## 2.8 Domestic Violence

**You must not** inflict domestic violence, (domestic violence is any incident of threatening behaviour, violence or abuse between adults who are, or have been in a relationship together, or between family members, regardless of gender or sexuality) threaten violence or use mental, emotional or sexual abuse against your partner, ex-partner or another member of your family or household.

## 2.9 Abuse of South Lakes Housing or its Employees

**You** (or anyone living with you, or visiting your home) **must not** subject South Lakes Housing or its employees, board members, agents or contractors in the course of their duty to any physical or verbal abuse.

Physical abuse includes any actual or threatened assault, attack, violent act, or aggression.

Verbal abuse includes any unreasonable and/or unlawful verbal attack which is intended or likely to alarm, distress or intimidate.

## 2.10 Illegal or Immoral Purposes

**You** (or anyone living with you, or visiting your home) **must not** use your home or any communal area or any part of the neighbourhood for illegal or immoral purposes. This includes, but is not limited to, the following: dealing in controlled drugs; running a brothel; dealing in stolen goods; storage of unlicensed firearms; illegal betting and illegal gambling.

## 2.11 False Complaints

**You** (or anyone living with you, or visiting your home) **must not** make false or malicious complaints about the behaviour of any other person.

## 2.12 Repairs

**You must** report any faults or damage immediately to us.

**You must** keep your property in good condition, reasonably clean and free of obstacles to reduce the risk of fire and allow us to get in to do repairs or make improvements. You must use the fixtures responsibly.

**You** (or anyone living with you or visiting your home) **must not** tamper with gas or electricity supplies, or with the meters.

**You must** pay for repair or replacement if damage is caused deliberately or by your own neglect (not reporting a leaking pipe for example) or carelessness (or that of anyone living with you or visiting your home). If we have to carry out such repairs, the costs will be recharged to you.

## 2.13 Decorations

**You** are responsible for decorating the inside of the property as and when necessary and must keep it in a clean and tidy condition.

## 2.14 Wooden or Laminate Flooring

**You must** request our written permission before installing wooden or laminate flooring in your property.

## 2.15 Gardens and Hedges

**You must** make sure your garden is tidy. Lawns must be cut and hedges trimmed. If the garden is overgrown— and there is no good reason why you cannot do it—we can clear it and charge you for the work.

**You must not** put a greenhouse, garage or shed in your garden without getting our written permission first, subject to any Planning or Building Regulations permission that may be required.

**You must not** remove, alter, replace or plant any hedge, or tree at the property without getting our written permission first.

**You must not** store rubbish, household furniture or appliances in the garden area. If you do, we may remove the items and charge you for doing this. We will give you 24 hours' notice that we will be removing the items.

## 2.16 Exterior Decorations, Alterations and Additions

**You must not**, without our written permission which shall not be unreasonably withheld, and without first having obtained all other necessary approvals (for example, planning permission or building regulations approval):a) Decorate the exterior of the property; or

- b) Carry out structural alterations or make any addition to the property; or
- c) Alter or add any fixtures to the property; or
- d) Remove any hedges, trees or shrubs; or
- e) Park a caravan, trailer or boat on land owned by the Landlord; or
- f) Fix satellite TV aerial dishes; or
- g) Construct hardstandings; or
- h) Put up structures such as sheds, garages or pigeon lofts anywhere on your property or otherwise make improvements, alterations and additions to your home

We shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure

to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

You have the right to claim compensation for certain improvements which you have made to your home after a certain date. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

## 2.17 Access for Repairs and Servicing

**You must** allow our workers or people sent by us into your home to inspect and carry out repairs. Except in the case of an emergency, you will be given at least 24 hours' notice of our intention to enter the property. If you do not let us in we could take legal action to enter your home and you may have to pay the costs or may be prosecuted for obstruction.

**You must** allow our workers or people sent by us into your home to inspect and carry out annual gas servicing - we have a legal duty to service our own gas appliances, wired-in smoke alarms and carbon monoxide detectors on an annual basis. You will be sent an initial appointment letter and you must allow us reasonable access to service the appliances. If you do not let us in we will take appropriate action to gain entry to your home which may include gaining emergency access (see paragraph 3 'Emergency Access' on page 14) and you may have to pay the costs and / or may be prosecuted for obstruction.

## 2.18 Sub-Letting Part of the Property

**You must not** sub-let part of the dwelling without our written permission (sub-letting means that someone who lives with you, but was not part of your household when you first moved in, pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning).

**You have the right** to take in lodgers (a lodger is someone who lives with you, but was not part of your household when you first moved in. They do not have exclusive right to any one part of

your home, and will get some sort of service from you such as cooking or cleaning).

However, you are advised to inform us if you do take in a lodger. This can be in your own interest as, for example, taking in a lodger may affect the level of your entitlement to Housing Benefit. You may also not exceed the number of people allowed to live in your home (see page 3).

## 2.19 Using Your Home for Business and Non-residential Purposes

You can run a business from your home with our written permission. We will refuse permission if we feel the business is likely to cause a nuisance to other people, or damage the property. If after we have given our permission, the business causes a nuisance, we will give you notice that we will withdraw our permission.

We will not allow you (or anyone living with you) to run the following businesses from your home:

- car repair and maintenance business
- a printing business
- any business where you would have to use hydraulic equipment, industrial sewing machines or controlled substances such as chemicals
- shops or wholesale business where customers would have to visit the property.
- any business that would mean more than your own personal vehicle being parked outside the property.

## 2.20 Animals

**You** (or anyone living with you) **must not** keep any animal that we decide is unsuitable for your home or garden. If you are in any doubt at all contact your local housing officer for advice. All wild animals are considered to be unsuitable.

**You** (or anyone living with you) **must not** keep without our written permission a dog in a flat or a maisonette with a shared entrance.

**You** (or anyone living with you) **must not** keep a pet that is prohibited by the Dangerous Dogs Act 1991, or by any other law.

**You are responsible** for the behaviour of any pets owned by you or anyone living with you.

**You must** take all reasonable steps to supervise and keep such pets under control.

**You must** take all reasonable steps to prevent such pets causing nuisance, annoyance or damage to other people. You must ensure that your pets do not foul or cause damage to the house, your neighbour's property, anything belonging to the Landlord or anything we are responsible for, such as communal areas.

## 2.21 Use of Communal Areas

**You** (or anyone living with you, or visiting your home) **must use** communal areas, where they exist on an estate, in a reasonable manner. You must 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.

**You** (or anyone living with you, or visiting your home) **must not** smoke in any indoor communal areas.

**You** (or anyone living with you, or visiting your home) **must not** damage, deface or put graffiti on Landlord property. You would have to pay for any repair or replacement. The costs may be charged on top of your rent.

**You** (or anyone living with you, or visiting your home) **must not** interfere with security and safety equipment in communal blocks—doors should not be jammed open and strangers should not be let in without identification.

**You** (or anyone living with you, or visiting your home) **must not** keep mopeds or motor-bikes inside your home or on indoor communal areas (entrance halls, stairs, landings).

## 2.22 Dangerous Materials

**You** (or anyone living with you, or visiting your home) **must not** keep or use bottled gas,

paraffin, petrol or any other dangerous material in your home or in communal areas.

Some of our properties have asbestos content. Asbestos is not dangerous if left alone. You must take care not to damage any asbestos by sawing, cutting, drilling or sanding.

There are certain types of decorating materials which are not safe because they can be a fire or health hazard. These are: polystyrene tiles, internal wall cladding and Artex finish. Therefore, polystyrene tiles and internal wall cladding must not be used in future and Artex finish is to be used on ceilings only.

## 2.23 Parking

**You** (or anyone living with you, or visiting your home) **must not** park a vehicle anywhere on your property except on 'hardstanding' (a driveway or paved area intended for parking) and must not park on grass verges and greens. Caravans or motor homes must not be parked on the garden, driveway, paved area around your home or on any communal parking areas without our agreement in writing. You (or anyone living with you, or visiting your home) must not park anywhere that would obstruct emergency services or other users of the roads and footpaths.

## 2.24 Car Repairs

**You** (or anyone living with you, or visiting your home) **must not** do major or persistent car repairs or park an illegal or unroadworthy vehicle on the land around your home or on the road.

## 2.25 Assignment and Sub-letting the Whole of the Property

**You must not** assign the tenancy (pass on your tenancy to anyone else) except where there is a court order or with our written consent when exercising the right to exchange set out in paragraph 4.4 or assigning the tenancy to someone that would have been qualified under paragraph 5.3 to succeed to the tenancy if you

had died and in accordance with paragraph 5.3.6.

**You must not** sub-let the whole of the property.

## 2.26 State of Property at End of Tenancy

At the end of the Tenancy, you must leave the property clean and tidy and in good decorative condition, and shall leave the Landlord's fixtures and fittings in good condition, fair wear and tear excepted.

**You must** remove all rubbish from the property. (Any failure on your part to fully comply with this duty will result in us carrying out the necessary work and recharging the cost to you).

Any goods that you leave in the property at the end of the Tenancy will be stored by us for one month and we will notify you of the location at your last known address. If you have not collected these items within one month you agree that we may dispose of the items. You will be liable for the reasonable costs of storage and disposal.

## 3. Emergency Access

In **emergencies** we will need to get in immediately to prevent personal injury to you, your household, and the property and your neighbours' adjoining properties and / or households. Our workers or people sent by us may enter the property without giving notice if, in the opinion of one of our Officers, such entry is necessary.

## 4 Tenant's Rights

**You have the following rights:**

### 4.1 Right to Repair

You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a specified timescale. We will give you full



details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales.

## 4.2 Right to Consultation

We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your tenancy.

## 4.3 Right to Information

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

## 4.4 Right to Exchange

- a) You have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered provider  
of social housing or a local authority subject to first getting our written consent. We will only refuse consent in the same circumstances where a council landlord would be able to refuse consent.
- b) You must not charge any premium in relation to an exchange of this tenancy.

## 4.5 Complaints

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

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

## 4.6 Preserved Right to Buy

- a) As long as you qualify under the legislation, you have the preserved right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 as amended.
- b) If you were an Introductory Tenant of the Council immediately before we became your Landlord, we will give you a right to buy your home as far as possible on the same terms as the preserved right to buy.
- c) If you die, the person who takes over the tenancy under the succession rights in paragraph 5.3 below will also take over your preserved right to buy (if you had that right).
- d) You will not be able to exercise the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation.
- e) To avoid doubt, if you became the tenant under this Tenancy Agreement following an exchange (under paragraph 4.4 above), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

## 4.7 Right to Acquire

You have the right to acquire your home 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 will not be able to exercise this right.

## 4.8 Preserved Rights

So far as possible, we agree to give you the rights in paragraphs (4.1- 4.4 above) as they apply to a secure tenant of a Council landlord and as if Sections 92-101, 104 – 106 and

Schedule 3 of the Housing Act 1985 applied to this tenancy.

## 5 End of Tenancy

### 5.1 Notice by Tenant

**You must** tell your local housing office in writing at least four weeks before you want to leave your home. In the case of a joint tenancy, such four weeks' notice in writing by any joint tenant will terminate the tenancy as a whole. This four week 'notice' time must end on a Monday and you must return your keys to the housing office on the day you leave.

**You must** pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear.

**You must** not leave anybody else living in your home when you move out. You cannot pass on your tenancy to anyone else (called 'assignment') unless in accordance with the provisions of paragraph 2.25.

### 5.2 Death of Tenant

Following notification in writing by the executor or next-of-kin of the death of the Tenant, the Tenancy will end when the keys of the property are handed in to us.

### 5.3 Succession

5.3.1 If you die, certain people, who are specified in paragraph 5.3.5 below, may succeed to this tenancy. This paragraph 5.3 will not apply if you have already succeeded to this tenancy (either under paragraph 5.3 in this tenancy or similar succession conditions in a previous tenancy which we granted).

5.3.2 We will only allow one succession.

5.3.3 In certain circumstances (and not if the successor is the spouse, or civil partner), if the property is larger than the needs of the successor or has been provided or adapted for an elderly or disabled person

and the successor is not elderly or disabled, the

successor will be offered suitable alternative accommodation.

5.3.4 If you were granted this tenancy on the transfer of your home from South Lakeland District Council to us, we will not take account of any successions before the date of the transfer.

### 5.3.5 People entitled to succeed to this tenancy

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

b) If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home at the time of your death.

c) If you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, the tenancy may pass to a member of your family who lived with you in your home (as their principal or only home) for at least 12 months prior to your death.

If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim to us in writing within three months of your death and we will decide to whom we will offer the tenancy. We will advise who the successful claimant was to everyone who makes such a claim.

### 5.3.6 Special Succession Provisions

You may assign your tenancy to someone that would have been qualified under paragraph 5.3.5 above to succeed to the tenancy if you had died with the written consent of the Landlord. The person taking the assignment will be counted as a successor.

This paragraph 5.3 will not apply if you have already succeeded to this tenancy (either under paragraph 5.3 in this tenancy or similar succession conditions in a previous tenancy which we granted).

## 6 Variation of Terms of Tenancy

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

## 7 Supporting People Charge (where applicable)

- 7.1 If we provide you with support services (indicated by a charge for 'Supporting People' services on page 3 of this tenancy agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:
- 7.1.1 maintaining the security of your home;
  - 7.1.2 maintaining the safety of your home;
  - 7.1.3 standard of conduct required;
  - 7.1.4 paying the rent;
  - 7.1.5 maintaining your home in an appropriate condition;
  - 7.1.6 giving up the tenancy at the appropriate time;
  - 7.1.7 contact with others to ensure your welfare;
  - 7.1.8 other support services (excluding personal care).

We may vary the support and counselling fees at any time by giving you at least one calendar months' notice in writing of the new charge.

We will usually do this when we increase your rent each year. In varying the support and counselling fees, we will limit any

increase in charges for the support services provided with reference to the level of charges approved by the Supporting People Administering Authority.

- 7.2 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.
- 7.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in paragraph 7.1, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this agreement.

### Schedule 1

#### Grounds for possession

#### Schedule 2 of the Housing Act 1988 – Available Grounds for Possession of Dwelling-houses let on Assured Tenancies as at the date of this tenancy Part 1 Grounds on which Court must Order Possession

##### Ground 7

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

creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

We will only seek to recover possession of your home on this ground if you are entitled to succeed in the circumstances explained in paragraph 5.3

## Part 2 Grounds on which Court may Order Possession

### Ground 9

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

We will only seek to recover possession of your home on this ground if in addition we can show that: a) *we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/ or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or*

b) *your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation*

*by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or*

c) *your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs; or*

d) *your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or*

e) *premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property; or*

f) *a member of your family (not your spouse or civil partner) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy provided that notice of proceedings for possession have been served (or where no notice has to be served that proceedings for possession have been begun) more than six months but less than 12 months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:*

a. *the age of the person succeeding to your tenancy;*

b. *the period during which the person succeeding to your tenancy occupied the property with you as their only or principal home;*

c. *any financial or other support given to you by the person succeeding to your tenancy.*

### Ground 10

Some rent lawfully due from the tenant:

a) *is unpaid on the date on which the proceedings for possession are begun; and*

b) *except where subsection (1)(b) of section 8 of*

this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

#### **Ground 12**

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

#### **Ground 13**

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

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

#### **Ground 14**

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

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

#### **Ground 14A**

The dwellinghouse was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple

living together as husband and wife or a couple living together as if they were civil partners and:

- a) one or both of the partners is a tenant of the dwellinghouse;
- b) the landlord who is seeking possession is a non-profit registered provider of social housing, a registered social landlord or a charitable housing trust or, where the dwelling-house is social housing within the meaning of Part 2 of the Housing and Regeneration Act 2008, a profitmaking registered provider of social housing;
- c) one partner has left the dwellinghouse because of violence or threats of violence by the other towards:
  - (i) that partner; or
  - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left; and
- d) the court is satisfied that the partner who has left is unlikely to return.

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

#### **Ground 15**

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwellinghouse and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

#### **Ground 16**

The dwellinghouse was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under

the tenancy and the tenant has ceased to be in that employment.

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

**Ground 17**

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

b) a person acting at the tenant's instigation