

Building Confidence Delivering Quality

A caring organisation committed to quality services, affordable homes and working together to build confident communities

Assured Tenancy Agreement

Protected Tenancy for Transferring Tenants



All our publications can be made available on request in large print, braille or on audio tape and in the following languages

Mandarin	这信息是可利用的应要求在简体中文
Cantonese	如閣下需要本資料的中文譯版
Bengali	এই তথ্যটি চাইলে বাংলায় পাওয়া যাবে
Polish	Informacja ta jest dostępna na rzadanie w języku polskim
Czech	Tato informace je k dostání v Českém jazyce když o ni požádáte

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Particulars of Tenancy

Assured Tenancy Agreement

This Tenancy Agreement is a legal contract setting out the rights and responsibilities of Wansbeck Homes Limited (as your **landlord**) and of you (as the **tenant**).

Name and Address of Landlord
Wansbeck Homes Limited Front Street West, Bedlington, Northumberland, NE22 5TU

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

Name of Tenant

(the **tenant** or **you**) (In the case of joint tenants, the term '**tenant**' or '**you**' applies to each of you and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out in this Tenancy Agreement).

Address

(your home)

Description of your home

Charitable status

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

Payments for your home

The weekly payments for your home (including any charge for services provided under this tenancy) at the start of this tenancy are:

Rent (£)	<input type="text"/>
Rent arrears of (£)	payable at £ <input type="text"/> per week

The rent at the start of the tenancy includes the following weekly costs for services:

Service	Cost (£)

Supporting People Charge (£)	<input type="text"/>
Total Weekly Payment (£)	<input type="text"/>

Permitted Number

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

Other occupants living with you

Name	Relationship to tenant

The tenancy

This tenancy begins on

for a week and thereafter weekly until brought to an end, and it is an assured non-shorthold tenancy the terms of which are set out in this Tenancy Agreement.

Section 1 : General Terms

1. Definitions and Interpretation

1.1 In this Tenancy Agreement the following terms shall have the following meanings:

Council means Wansbeck District Council,

Occupant means all persons living from time to time at your home, and

Partner means a spouse, civil partner or person with whom the tenant lives as if married (including same sex partners).

1.2 Any reference in this Tenancy Agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.

2. About your Tenancy Agreement

This Tenancy Agreement makes you an Assured Tenant under the Housing Act 1988. It means you keep your home for as long as you want it unless there is a legal reason (called a “ground for possession” in the Housing Act 1988, as amended) and a court agrees with our request to take possession of your home or to move you to another home. Please note that we will use the grounds for possession which are set out in Section 6 of this Tenancy Agreement.

3. Service of notices

3.1 All notices served under this Tenancy Agreement must be served by hand or by registered mail.

3.2 This Condition gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this tenancy, is:

Wansbeck Homes Limited

Front Street West,
Bedlington,
Northumberland,
NE22 5TU

3.3 Any legal notice, or any other communication arising from this tenancy, shall be validly served on you if delivered to or left at the address of your home, your last known address or given to the tenant/s in person.

4. Alterations of conditions

Except for any changes in rent, service charge or Supporting People services and/or charges, this Tenancy Agreement may be altered only by written consent of both you and us.

5. Housing management

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

6. Complaints

6.1 We will establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with Housing Corporation requirements and guidance 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.

6.2 We will acknowledge and inform you of your right to complain as set out in our customer complaints procedure.

6.3 We will investigate your complaint and, wherever possible, send you a written reply within 10 working days.

6.4 We will monitor all the complaints we receive and use them to improve our services.

6.5 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.

7. Reasons why we may end your tenancy

We can take possession of your home if:

7.1 You gave false information in your housing application, or

7.2 there are special circumstances, as described in this Tenancy Agreement mean that we must move you out. If we have to move you out of your home temporarily or permanently we will offer you another suitable home, and you may get compensation or help with moving costs (or both) depending on your circumstances and the reason for the move, or

7.3 You, or other occupants, have broken a condition of this Tenancy Agreement, including:

- falling into arrears,
- failing to meet your obligations under an agreement reached between you and ourselves,
- failing to comply with the terms of a court order,
- causing a nuisance or anti-social behaviour,
- the property is not used as your main home (this includes abandonment of your home),
- you carry out an improvement/alteration without our approval,
- failing to maintain your home or gardens (where applicable) in a clean and tidy condition,
- using or allowing anyone else to use your home for an immoral or illegal purpose,
- refusing us access for the purpose of inspecting, carrying out repairs or servicing appliances.

- 7.4 We require your home for reasons such as demolition or redevelopment, or
- 7.5 If you live in a property adapted for a person with physical disabilities and you no longer require that type of accommodation.

8. Ending the tenancy

You will give us at least one calendar month's notice in writing when you wish to end the tenancy. If you do not give the required one calendar month's notice you will normally be charged for the full one calendar month notice period.

You must arrange for us to inspect your home prior to leaving your home at the end of the tenancy.

9. Moving out

- 9.1 You will give us vacant possession and return the keys of your home at the end of the tenancy and remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). We do not accept any responsibility for anything you leave at your home at the end of the tenancy.
- 9.2 At the end of your tenancy you will be responsible for meeting all reasonable removal and/or storage charges when items are left at your home. We will remove and store them for a maximum of one month. We will notify you at the last known address. If the items are not collected within one month you agree that we may dispose of the items and you will be liable for the reasonable costs of disposal. We are not be liable for, or accept any claim for damage or loss of items which are left at your home and are subsequently transported or put into storage.

In most cases we will serve you with a notice seeking possession before going to court. We will give you every chance to put things right to avoid court action.

Section 2 : Payments for your Home

It is agreed as follows:

1. Payments for your home

- 1.1 The weekly rent for your home (including any service charge and Supporting People charge) at the start of the tenancy are set out on page 3.
- 1.2 The payment of rent (including any service charge and any Supporting People charge) is due in advance on the Monday of each week.
- You must pay your rent (including any service charge and any Supporting People charge on time). If you do not pay your rent (including any service charge and any Supporting People charge) on time or continue to pay it late, we may take you to court to evict you from your home.
- 1.3 The rent year may be 52 or 53 weeks, and we will collect rent and service and other charges due under this tenancy over 48 or 49 weeks, with four rent free weeks within the rent year. We will tell you at the start of the rent year (starting on 1st April each year) which weeks are the rent free weeks. Should your rent account be in arrears, payments must still be made in the rent free weeks.
- 1.4 If you are a joint tenant, you are both responsible for all the rent (including any service charges and Supporting People charges) and for any 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 and service charges that may still be owed.

2. Payment of arrears

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

3. Changes in rent and service charge

- 3.1 We may increase or decrease the rent on the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us which shall not be more than the change in the inflation plus one half per cent (0.5%) plus £2.00. (This £2.00 figure equates to £2.17 over a 48 week rent year).

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

3.2 After the first rent variation under this Tenancy Agreement, we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the rent by giving you 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.

The Rent Assessment Committee is an independent panel of people who decide on the rent payable.

3.3 The service charge shall be varied at the same time as the rent and using the same procedure.

4. Services

4.1 We will provide the services set out on page 3 for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on page 3.

4.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or introduce new services.

5. Rent arrears and advance payment

5.1 If when we grant you this tenancy, you have made any advance rent payments (known as credits) or have rent (or service charge or Supporting People charges) arrears on your rent account for your home (or any other property the Council let to you) when this tenancy was granted, we will:

- a) add the amount of any credit you have to your rent account (this is known as crediting your account), or
- b) add any arrears you have to your rent account (this is known as debiting your account).

5.2 For the avoidance of any doubt, by signing this Tenancy Agreement, you are agreeing that we will treat any rent or service charge or Supporting People charge arrears that you owe the Council in respect of your home before the date of this tenancy as arrears under this tenancy (to us) and these may be claimed by us as if this Tenancy Agreement had not been granted.

6. Outgoings

You agree to meet all outgoings applying to your home including council tax, water charges and electric and other costs whether metered or billed, except where these charges are included in your rent.

7. Supporting People Charges (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:

- maintaining the security of your home
- maintaining the safety of your home
- standard of conduct required
- paying the rent
- maintaining your home in an appropriate condition
- giving up the tenancy at the appropriate time
- contact with others to ensure your welfare
- other support services (excluding personal care).

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

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 Condition 7.1 above, 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.

8. Housing benefit

8.1 We will provide you with help and advice on claiming housing benefit.

8.2 You will be asked to give consent to the Council (or relevant authority) for the payment direct to us of any housing benefit (or equivalent state assistance) which you may claim as part or whole payment of the rent and any service charge due to us. We will credit your rent account with the amount of benefit when we receive it.

8.3 If your circumstances change, altering your entitlement to housing benefit, you must inform the Council (or relevant authority) and us immediately. We may recover from you any overpayment which is lawfully recoverable.

Failure to pay the charges described in this Section 2 of this Tenancy Agreement, can lead to us taking court proceedings for arrears.

Section 3 : Your Rights

You have the following rights:

1. Right to occupy

- 1.1 You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligation contained in this Tenancy Agreement to give access to our employees or contractors).
- 1.2 Your right to occupy your home is at risk if you do not comply with the terms of this Tenancy Agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

2. Tenure

- 2.1 You shall remain an Assured Tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).
- 2.2 If we intend to seek a demotion order we will give you two weeks' notice in writing unless the court has allowed us to go ahead without serving notice on you.
- 2.3 If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you four weeks' notice in writing unless:
 - we are using Grounds 14 or 14A when the notice may be less than 4 weeks, or
 - we are using Grounds 7, 9 or 16 when we will give 2 months' notice, or
 - the court has allowed us to go ahead without serving notice on you.
- 2.4 We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in **Section 6, on page [24]**.
- 2.5 If this tenancy has been demoted, we may ask the court to make a possession order under other provisions of the Housing Act 1988. These give the court limited rights to refuse a possession order.
- 2.6 As well as seeking a possession and/or a demotion order, we can ask the court for an injunction, which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.

3. Cessation of Assured Tenancy

If the tenancy ceases to be an Assured Tenancy we may end the tenancy by giving you one calendar month's notice in writing.

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

- 4.1 You may take in any persons as lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see page 3).
- 4.2 As long as you first get our written consent, you may sub-let part of your home. We may give consent subject to reasonable conditions.

5. Right to make improvements

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

6. Compensation for improvements

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

7. Right to repair

You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a specified timescale. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales.

8. Right to consultation

Where you are likely to be substantially affected by matters of housing management, we will consult you, and take your comments into account before we make a decision.

This does not apply to changes to the rent you have to pay, although we will give you not less than one calendar months' notice in writing of any increases.

9. 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.

10. Right to exchange

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

11. Succession (passing on your home)

11.1 Succession to Partner

If you are a sole tenant who is not a successor (as defined in Condition 11.2 below), the tenancy will pass to your Partner under the provisions of the Housing Act 1988 provided that he or she occupies your home as his or her only or principal home at the time of your death.

11.2 A Successor is:

- i) a Partner who became the tenant under Condition 11.1, or
- ii) a person who inherited this tenancy (see Condition 11.3), or
- iii) a person who was granted this tenancy under circumstances similar to Condition 11.4 below in another Tenancy Agreement, or
- iv) a person who would have been entitled to succeed if the previous tenant had died and who became the tenant by assignment (see Section 4 Condition 17), or
- v) a tenant by survivorship when one of two or more joint tenants has died, or
- vi) a person who became the tenant under the right to exchange (see Condition 10 above) and you were a successor under your previous tenancy, or
- vii) a person who became the tenant under a court order under Section 24 of the Matrimonial Causes Act 1973 or Section 17(1) of the Matrimonial and Family Proceedings Act 1984 and the other party to the marriage was a successor, or
- viii) a person who became the tenant under a court order under Part 2 of Schedule 5 or paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004 and the other party to the civil partnership was a successor.

If you were granted this tenancy on the transfer of your home from the Council to us, we will not take account of any successions before the date upon which we replaced the Council as your landlord.

11.3 Succession (other than to a Partner)

If you are a sole tenant who is not a successor, we will not seek possession under Ground 7 of Schedule 2 of the Housing Act 1988 if the person who inherits this tenancy:

- i) is a member of your family (this includes the tenant's parent, grandparent, child (stepchild or adopted child), grandchild, brother, sister, uncle, aunt, niece or nephew), and

- ii) lived with you for the twelve months before your death, and
- iii) lived in your home as his or her only or principal home at the time of your death and the twelve months before your death, and
- iv) agrees in writing to abide by the terms of this tenancy.

11.4 Special succession rights

If inheritance rules do not allow someone who qualifies under paragraphs (i) to (iv) of Condition 11.3 above to take over this tenancy, we may use Ground 7 to end this tenancy and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy apart from rent, service and support charges and this Succession Condition 11.

11.5 Competing succession claims

If more than one person would be allowed to claim the tenancy under Conditions 11.3 and 11.4 above, they must decide between them who should get the tenancy. If they cannot agree, we will decide.

12. Preserved right to buy

- 12.1 As long as you qualify under the legislation, you have the preserved right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 as amended.
- 12.2 If you were an introductory tenant of the Council immediately before we became your landlord, we will give you a right to buy your home as far as possible on the same terms as the preserved right to buy.
- 12.3 If you die, the person who takes over the tenancy under the succession rights in Condition 11 above will also take over your preserved right to buy (if you had that right).
- 12.4 You will not be able to exercise the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation.
- 12.5 To avoid doubt, if you became the tenant under this Tenancy Agreement following an exchange (under Condition 10 above), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

13. Right to acquire

You have the right to acquire your home under the Housing Act 1996, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you will not be able to exercise this right.

14. Preserved rights

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

Section 4 : Your Obligations

1. Possession

You must take possession of your home at the start of the tenancy and not part with possession of your home or sub-let the whole of it.

2. Rent

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

3. Use of your home

3.1 You must use your home for residential purposes and as your only or principal home.

3.2 You must not use your home, its communal areas, any neighbouring areas, outbuildings, or any garage that has been let to you for any unlawful purposes.

Examples of unlawful activities include but are not limited to the following:

- dealing in controlled drugs,
- running a brothel,
- dealing in stolen goods,
- illegal betting or gambling.

3.3 You must not use, or allow anyone else to use, your home for any other purpose than for residential purposes, unless you have got our permission to run a business from your home.

3.4 You must not run a business or trade of any type from your home without getting our written permission first. We will refuse permission if we feel that your business is likely to cause a nuisance or disturbance to others or damage the property or stop your home being mainly a place to live. The types of businesses that we are unlikely to give permission for include those that would involve the use of noisy equipment, customers visiting your home or those requiring the use of controlled substances or chemicals.

3.5 You must not throw anything from the windows or roof of your home or block or from any balconies it may have.

3.6 You must not interfere with any equipment for detecting or putting out fires or other security equipment, such as door-entry systems or CCTV cameras.

4. Decorating

4.1 You are responsible for decorating and furnishing the interior of your home, and ensuring it is kept in good and clean condition.

4.2 You must take care to avoid damaging electrical wiring and water pipes when fitting items to walls or laying carpets and flooring.

4.3 If you remove any items, such as radiators or doors, please make sure they are refitted correctly. We may carry out this work and charge you if you fail to do so. Do not artex walls or fit polystyrene tiling to ceilings.

5. Anti-social behaviour

5.1 You are responsible for the behaviour of all people, including children, who live in or visit your home. You will be responsible for them in your home, in communal areas (stairs, entrance halls, gardens, outbuildings and parking areas) and in the local area around your home.

5.2 You must not cause, or allow anyone living with you or visiting you to cause, or to act in a way likely to cause a nuisance, annoyance or disturbance to any other person.

Examples of nuisance, annoyance or disturbance include:

- excessive and unreasonable noise,
- dog barking and fouling,
- banging or slamming doors,
- dumping rubbish, or
- not keeping your children properly supervised.

5.3 You must not allow or fail to stop your home and any of its communal areas being used by any members of your household or your visitors for the use or supply of drugs or any other illegal substances.

5.4 You, and those living with you or visiting you, must not do anything that could harass your neighbours or any person in the local area, including our employees, agents and contractors, for whatever reason. This includes harassment on the grounds of race, colour, ethnic origin, nationality, gender, sexual orientation, disability, age, religious, political or other belief that may interfere with their peace, comfort and convenience or cause offence.

Examples of harassment include:

- using racist behaviour or language,
- using or threatening to use violence,
- using abusive or insulting language,
- damaging or threatening to damage another person's home or belongings, and
- repeated and unfounded or trivial complaints against someone or a group of people.

5.5 You and anyone living with or visiting you must not damage or deface any of our or anyone else's property within your home or its local area.

5.6 You must not make false or malicious complaints about the behaviour of any person.

5.7 Domestic violence

- i) You must not inflict domestic violence, threaten violence or use mental, emotional or sexual abuse against your Partner, ex-Partner or any other member of your family.
- ii) You must not use violence, threats or intimidation towards any Partner to try to remove them from the tenancy or cause them to leave it. If you do and your Partner leaves your home as a result of the violence and does not intend to return, we may apply to the court for possession of your home.

iii) We will provide help and advice if you are a victim of Domestic Violence.

5.8 Illegal activity and drugs

You must not engage in illegal activities or allow occupants or visitors to your home to do so.

As our tenant you will be held responsible for all occupants and visitors to your home who are found to be supplying controlled substances from the premises, communal areas or neighbourhood, or who are found to be handling or retaining stolen property in the locality of your home.

6. Pets

6.1 You must ensure that no nuisance, disturbance or health hazard is caused and that all animals kept at or visiting your home are properly looked after, supervised and kept under control at all times. You must not allow any pet to endanger or disturb neighbours or others in the locality, or allow fouling of any footpath, public or communal area or neighbouring property.

6.2 If you are in sheltered accommodation you must not to keep a pet in your home unless our permission has been given in writing beforehand (we shall not unreasonably withhold our consent).

7. Gardens (where applicable)

7.1 You must keep tidy and well maintained any garden area that we have allocated to you or that you share with others. This means it should be kept free from rubbish, household items, rubble, excessive weed growth, rodent infestation and pet droppings, so that the area does not become a nuisance or health risk to others.

7.2 You must not put any greenhouse, garage, shed, outbuildings or other structure without getting our written permission first.

7.3 You must keep any shed, garage or other outbuilding that we let to you in good repair and condition and report any repair that may become necessary.

7.4 You must not remove, alter or replace any fencing or boundary without getting our written permission first.

7.5 You must not plant any tree or shrubs that can grow to a large size, such as leylandi, without getting our written permission first.

7.6 You must not allow any hedge, shrub or tree in your garden to overhang pavements, communal areas or a neighbouring garden or in any other way be a nuisance or hazard to others.

7.7 You must not remove or destroy any bushes, hedges or trees without getting our written permission first.

7.8 You must not store rubbish, furniture, household appliances or any vehicles or vehicle parts in your or any shared garden.

8. Shared areas (where applicable)

You accept joint responsibility with other tenants or owners who share any of the areas around your home (e.g. staircases, landings, drying areas) for keeping those shared parts clean and tidy, free from rubbish and weeds. You must not leave or keep anything in those shared parts that would cause an obstruction or fire or health hazard.

9. Damage

You must make good any damage to your home or our fixtures and fittings or to the common parts caused by you, occupants or visitors to your home, fair wear and tear excepted, and to pay any reasonable costs reasonably incurred by us in carrying out such works in default.

10. Reporting disrepair

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

11. Access

You must allow our employees or contractors acting on our behalf access at reasonable times and subject to reasonable notice to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property. (We will normally give at least 24 hours' notice but more immediate access may be required in an emergency).

12. Security and safety systems

You, occupants or visitors to your home must not to interfere with security and safety installations at your home (e.g. fire doors, door entry systems, smoke detectors), in communal areas, or in the locality and not to behave irresponsibly or in a manner that would put peoples' safety at risk.

13. Parking

13.1 You must not park or allow anyone living with you or visiting you to park any vehicles on any road, lay-by, grassed area, communal land or any other area that is not allocated for parking purposes.

13.2 You must not drive across, park on or otherwise damage any grassed area, footpath, communal land or other land that is not specifically for this purpose.

13.3 On any land that belongs to us, you must not keep or allow other members of your family or your visitors to keep vehicles that are unroadworthy, unsightly, untaxed or uninsured without getting our written permission first. We will only give permission for this in special cases and for a temporary period.

13.4 You must not carry out any vehicle repairs that cause a nuisance to others living in your area or receive payment for repairing any vehicle at or within the local area of your home.

- 13.5 You must not pour oil, petrol or other chemical substances down any drains or gullies.
- 13.6 You must not keep any motorbikes or mopeds within your home or any of its shared areas.
- 13.7 You must not park any caravan, boat, trailer, heavy goods vehicle or other commercial vehicle on any land that we own without getting our written permission first.
- 13.8 You must not construct a garage, drive or parking space without getting our written permission first.
- 13.9 You must not park a vehicle in your garden or a carriageway crossing unless you have got our written permission. We will give this permission only if you have a proper hardstanding and dropped kerb constructed at your own expense to provide access.
- 13.10 You must not park a vehicle in a way that causes an obstruction to other residents or road users.

14. Storing dangerous substances and items

You, occupants or visitors to your home must not store or use in or around your home or in any shared areas any dangerous, inflammable or explosive substance.

15. Possession of illegal firearms or other illegal weapons

You, occupants or visitors to your home must not bring to or keep illegal firearms or other illegal weapons (e.g. handguns, pepper sprays, CS gas canisters, other self-defence sprays) at your home or any shared areas.

16. Satellite TV

You should seek our permission before putting up a satellite dish or aerial.

17. Assignment

You must not assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange set out in Section 3, Condition 10 or assigning the tenancy to someone that would have been qualified under Section 3, Condition 11 to succeed to the tenancy if you had died.

18. Overcrowding

You must not allow more than the number of persons shown on page 3 to live at your home.

19. Lodgers

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

20. Sub-letting

- 20.1 You must not grant a sub-tenancy of the whole of your home.
- 20.2 You must not grant a sub-tenancy of any part of your home without first obtaining our prior written consent. We may give consent subject to reasonable conditions.

21. Absence from your home

You must inform us, in writing and if possible in advance, if you are or expect to be absent from your home for four weeks or more.

Section 5 : Our Obligations

1. Possession

We will give you possession of your home at the start of the tenancy.

2. Tenant's right to occupy

- 2.1 Not to interrupt or interfere with your right peacefully to occupy your home except where:
- 2.2 Access is required subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property, or
- 2.3 We are entitled to possession at the end of the tenancy, or
- 2.4 We have a court order granting us access.

3. Repair of structure and exterior

- 3.1 We will keep in good repair the structure and exterior of your home including:
 - 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, and
 - boundary walls and fences.

4. Repair of installations

We will keep in good repair and proper working order any installation provided by us for heating, water heating and sanitation and for the supply of water, gas and electricity, including:

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

5. Repair of common parts

We will take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you, occupants and visitors to your home.

6. External decorations

We will keep the exterior of your home and any common parts in a good state of decoration and to decorate these areas as reasonably necessary.

7. Carrying out repairs

- 7.1 We will:
 - carry out repairs in a reasonable time,
 - wherever possible tell you when the work will be carried out when you report a repair to us, and
 - clear up after a repair, leaving the decoration as close as reasonably possible to how it was before the work was done.
- 7.2 Certain repairs are included in the **Right To Repair** (see Section 3, Condition 7). These repairs have to be carried out in a specified time. If the repair is not undertaken you may ask us to instruct a second contractor to do the work, and compensation may be payable.

8. Possession for repairs

- 8.1 There are special circumstances when we have the legal right to take possession of your home because work needs to be done to it, for example, if your home needs to be empty for, i.e.
 - major building repair,
 - complete redevelopment, or
 - demolition.
- 8.2 We will:
 - offer you another suitable alternative home, and
 - give you compensation or help with moving costs (or both) depending on your circumstances.
- 8.3 Your move could be permanent or temporary. If you agree to a temporary move we have the right to take possession of your temporary home when the work on your home is finished.
- 8.4 We also will require access to your home to carry out work which falls under relevant health and safety requirements such as gas servicing and electrical testing.

9. Nuisance

We will give you help and advice if you report nuisance or harassment we will look into your complaints and decide what action to take.

10. Informing you

- 10.1 We will produce a report each year showing how well we have performed as your landlord.
- 10.2 We will provide information about our housing policies, allocations and transfer policies.
- 10.3 We will publish service standards that tell you about the standards of service that you can expect from us.

11. Involving you

We will make sure that opportunities are provided for you to become involved in the housing service and that these are promoted and developed.

12. Insurance

We will insure the structure and exterior of your home, which includes the provision of main services such as gas, electricity and water. We do not insure your contents so you will have to make your own arrangements to insure these.

13. Acting fairly

We will act fairly in all matters connected with your tenancy. We will not unfairly or unlawfully discriminate against you in any way on the grounds of race, colour, ethnic origin, nationality, gender, sexual orientation, disability, age, religious, political or other belief or status.

14. Giving our permission

- 14.1 If the terms of this agreement require you to get our written permission for something, we will only refuse this if we have a good reason for doing so. We will write and tell you what this is. If we grant permission, this may have certain conditions attached to it, which you must comply with.
- 14.2 As well as getting our permission as your landlord, you should also check whether planning or other permissions are needed. We reserve the right to withdraw our permission if you do not get other necessary permissions nor keep to the conditions of permission we give.

15. Anti-social behaviour

- 15.1 We will give you help and advice if you tell us you are the victim of anti social behaviour, domestic violence, nuisance or harassment.
- 15.2 We will respond to complaints in a reasonable time according to the seriousness of the matter being complained about.
- 15.3 We will take legal action to end your tenancy if you continually act in an anti social manner.

16. Harassment

- 16.1 We are committed to preventing harassment and will deal vigorously with any incident of attack or an harassment and provide help and advice if you are the victim.
- 16.2 We will comply with the Code of Practice for Social landlords relating to tackling racial harassment and will deal vigorously with any incident of racial attack or harassment and provide help and advice if you are the victim.

Section 6 : Grounds For Possession

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

Part I Grounds on which court must order possession Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

We will only seek to recover possession of your home on this ground in the circumstances explained in Section 3, Condition 11.

Part II Grounds on which court may order possession Ground 9

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

We will only seek to recover possession of your home on this ground if in addition we can show that

- a) we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession, or
- b) your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person, or
- c) your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs, or
- d) your home is overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence, or
- e) premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works

you would move back into your property. The works have been completed and you have failed to return to your own property, or

- f) a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy provided that we commence proceedings for possession within twelve months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:
 - i) the age of the person succeeding to your tenancy;
 - ii) the period during which the person succeeding to your tenancy occupied the property with you as their only or principal home;
 - iii) any financial or other support given to you by the person succeeding to your tenancy.

Ground 10

Some rent lawfully due from the tenant:

- a) is unpaid on the date on which the proceedings for possession are begun; and
- b) except where Subsection (1)(b) of Section 8 of this Act applies, was in arrears at the date of the service of the notice under that Section relating to those proceedings.

Ground 12

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

Ground 13

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

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

Ground 14

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

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

Section 7 : Signatories

Ground 14A

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

- a) one or both of the Partners is a tenant of the dwellinghouse,
- b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- c) one Partner has left the dwellinghouse because of violence or threats of violence by the other towards
 - i) that Partner, or
 - ii) a member of the family of that Partner who was residing with that Partner immediately before the Partner left, and
- d) the court is satisfied that the Partner who has left is unlikely to return.

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

Ground 15

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

Ground 16

The dwellinghouse was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

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

Ground 17

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

- a) the tenant, or
- b) a person acting at the tenant's instigation.

15. Data Protection Act 1998

- 15.1 Under the Data Protection Act 1998, you have the right to see information that we hold about you. You may not be able to see everything, for example, details about other tenants. You can get copies of the information, but you will have to pay a charge set by the Data Protection Commissioner.
- 15.2 You also consent to us holding and processing information (including sensitive personal data) that you have provided or has been provided by third parties or will be provided in the future to perform our functions. This may involve disclosure to certain third parties who are able to show that they are entitled to receive information. We comply with the Data Protection Act 1998 when dealing with personal data. This means your personal data will be processed in accordance with the law.

By signing this Tenancy Agreement, you are consenting to the above and to us processing your personal data.

Signed on behalf of the landlord:

I/We have been given an opportunity to read the terms and conditions of this Tenancy Agreement. I/We understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.

Signed on behalf of the tenant(s):	Date:
.....
.....
.....

(If this is a joint tenancy each tenant should sign)

It is a term of this tenancy that you (or anyone acting for you) have not induced us to grant you this tenancy by knowingly or recklessly making a false statement to us.

We are subject to any guidance on housing management practice and regulation issued by the Housing Corporation with the approval of the Secretary of State and this Tenancy is one to which that guidance applies.

This Tenancy Agreement is based on the National Housing Federation's model assured non-shorthold tenancy.

Glossary Of Terms

Assured Tenancy / Assured Tenant

This is the legal type of tenancy which tenants have with Wansbeck Homes. It is governed by the Housing Act 1988. It is a contract where all your rights and obligations are set down in the Tenancy Agreement and (except for rent and service charges) which could only be changed by agreement of both tenant and landlord or by an Act of Parliament. If Wansbeck Homes wanted to end your Assured Tenancy it must serve a notice seeking possession and go to court.

Communities and Local Government

The Government department responsible for Housing and Local Government, including Council Housing and Registered Social Landlords. Formally known as the Office of the Deputy Prime Minister (ODPM).

Contract

A legally binding agreement between two or more parties.

Environmental Works

These are the repairs and improvements that would be carried out to the environment, or area, around your home, including works to footpaths, grassed areas, car parking, fencing etc.

Housing Corporation

The Housing Corporation is a Government body that regulates Registered Social Landlords. If the transfer goes ahead, the Housing Corporation would regulate the work of Wansbeck Homes.

Improvements

Works, over and above repairs, that are intended to help bring your home up to a modern standard.

Legislation

An Act of Parliament.

Registered Social Landlord

Landlords who are not-for-profit, independent housing organisations registered with the Housing Corporation, who provide affordable rented social housing. Commonly known as Housing Associations.

Right to Acquire (RTA)

A scheme to give eligible tenants of Registered Social Landlords the right to purchase their home from their landlord at a discount. Both transferring and future tenants may be eligible.

Right of Succession

The right of tenants to pass on their home.

Service Charges

The money tenants and leaseholders pay for services.

Sheltered Housing

Housing for older people with some shared facilities that include Sheltered Housing Wardens and other staff.

Supporting People

Supporting People is a Government policy and funding framework for delivering accommodation-based support to vulnerable people in different types of accommodation, including sheltered housing and across all tenures.

This applies to councils and Registered Social Landlords and is not connected with housing transfer. It came into effect from April 2003 and requires landlords to separately identify their accommodation and support costs.

Since April 2003, Housing Benefit payments have continued to cover accommodation costs, while Supporting People funding now covers the cost of accommodation-based support.

Tenancy Agreement

The legal contract made between you and your landlord which sets out your rights and responsibilities as a tenant, and their rights and responsibilities as a landlord.

Wansbeck Homes Limited

This is the name of your landlord, set up with the help of Wansbeck District Council, to own and manage the homes and carry out the repairs and improvements in the future.

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