

# Assured Tenancy Agreement With Protected Rights



# ASSURED TENANCY AGREEMENT WITH PROTECTED RIGHTS

## ASSURED TENANCY AGREEMENT

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This Tenancy Agreement is valid for secure tenants transferring from Manchester City Council to Parkway Green Housing Trust.

If you are in any doubt about any of the terms of this tenancy you should consult a qualified legal adviser.

**ASSURED TENANCY AGREEMENT WITH PROTECTED RIGHTS**

**PARKWAY GREEN HOUSING TRUST PARTICULARS OF TENANCY**

**THIS TENANCY AGREEMENT IS BETWEEN**

**Name of Landlord:** PARKWAY GREEN HOUSING TRUST LTD ('the Trust') which is registered with the Housing Corporation under Section 3 of the Housing Act 1996

**Address:** Southmoor Road, Baguley, Manchester, M23 9JE

which is also the Address for service of notices (including notices of legal proceedings on the Trust. This Clause constitutes notice to you for the purposes of Section 48 (I) Landlord and Tenant Act 1984

*AND*

**National Insurance Number**

**Name(s) of Tenant(s):** .....  
.....  
.....

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

**Address:** in respect of  
.....  
( 'the Premises' )

**Description of Premises:** In these conditions 'Premises' means the dwelling including fixtures and fittings and any garden, paths, hedges and/or fences, garages, and outbuildings owned by the Trust, which are the subject of this Tenancy. For furnished lettings, the term 'Premises' also includes any furniture and fittings set out in the attached inventory.

**Date of start of Tenancy:** The Tenancy begins on ..... and is an assured weekly Tenancy within the meaning of the Housing Act 1988, the terms of which are set out in this Agreement.

**Number of Occupants:** The maximum number of people allowed to live in the Premises is .....

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Payments for the Premises:	Weekly Rent	£
	<i>Service Charge Items*:</i>	
	District Heating	£
	Fully Furnished	£
	Part Furnished	£
	Fixed Heating	£
	Other Services	£
		£
	<b>Total Weekly Payment</b>	£

\*Service charge items charged in addition to the Weekly Rent to be deleted if not applicable

I/We have read, understood and accept the terms and conditions contained within this tenancy agreement, which includes the standard terms and conditions.

In case of a Joint Tenancy each of you must sign.

Signed by Tenant 1 .....

Dated .....

Joint Tenant 2 .....

Dated .....

Joint Tenant 3 .....

Dated .....

Signed .....

Dated .....

On behalf of the Trust

PLEASE NOTE: It is a term of this Tenancy that you (or anyone acting for you) have not induced the Trust to grant you this Tenancy by knowingly or recklessly making a false statement to the Trust.

The Trust operates a formal complaints procedure which is outlined in the Tenant’s Handbook. If you feel that the Trust has broken this Agreement or not performed any obligation contained in it, you should first complain to the Trust in writing, giving details of the breach or non-performance. If the Trust fails to deal with the complaint or, in your view, continues not to comply with the Agreement, you can obtain advice and information about your remedies at law from a local Citizens’ Advice Bureau or Law Centre or from a solicitor. You can also complain to the Independent Housing Ombudsman, after going through the Trust’s internal complaints procedure.

The Trust is subject to any guidance on housing management practice and performance standards issued by the Housing Corporation with the approval of the Secretary of State.

# ASSURED TENANCY AGREEMENT WITH PROTECTED RIGHTS

## STANDARD TERMS AND CONDITIONS

### 1 GENERAL TERMS

It is agreed as follows:

#### 1.1 Payments for the Premises:

- 1.1.1 The weekly payments for the Premises at the date of this Agreement are as set out in the Particulars.

In this Agreement the term "Rent" refers to the Rent set out in the Particulars or as varied from time to time in accordance with this Agreement.

- 1.1.2 The payment of Rent and (where applicable) Service Charge are due weekly in advance on Monday in the relevant week. Rent and Service Charge are calculated on an annual basis but are payable over 50 weeks a year.

#### 1.2 Changes in Rent During the Rent Undertaking Period

##### 1.2.1 Definitions of Terms Used in Clause 1.3:

"Increase in RPI" means the percentage increase in the RPI over the twelve month period ending with the date of publication of the figure for RPI published in the last October before the relevant Rent Increase Day.

"Rent Undertaking Period" means the period from the start of this tenancy to 31<sup>st</sup> March 2010.

"Rent Increase Day means the 1<sup>st</sup> April 2007, 2008, 2009 and 2010.

"RPI" means the United Kingdom General Index of Retail Prices (All Items) or if such index is no longer published or if the basis of calculation is changed such other published index of retail prices or the value of money as the Trust acting reasonably shall decide.

- 1.2.2 During the Rent Undertaking Period, the Trust undertakes not to increase your Rent by more than the amount necessary to ensure it achieves the Government's target rent for RSL properties in this region by March 2012.

The Trust calculates that, taking account of the cost of improvements carried out to your property, and assuming Increase in RPI at 2.5% per annum, the *average* Rent increase for each of the next four years beginning on 1<sup>st</sup> April 2007 for properties of the type listed below would be as follows:

Year	1 Bed	2 Bed	3 Bed	4 Bed+
2007/8	£1.39	£1.97	£2.11	£2.22
2008/9	£1.44	£2.05	£2.19	£2.30
2009/10	£1.49	£2.13	£2.26	£2.38
2010/11	£1.54	£2.21	£2.34	£2.46
2011/12	£1.59	£2.29	£2.42	£2.54

- 1.2.3 The above illustration is based upon *average* Rent increases. The actual annual Rent increases in the Rent Undertaking Period for individual properties of the types listed may differ slightly as a result. Actual annual Rent increases may also differ from those shown as result of the annual Increase in RPI figure being higher or lower than that assumed.

- 1.2.4 Rents will only be increased on a Rent Increase Day.

### 1.2.5 Changes in Rent after Rent Undertaking Period

On the first Monday in April each year, the Trust may (in accordance with Sections 13 and 14 Housing Act 1988) change the Rent by giving you not less than one calendar month's prior notice in writing of the change. Under those sections the notice will specify the revised Rent. This will be the amount specified in the notice of Rent change unless EITHER the Trust and you agree to an alternative figure OR you exercise your right to refer the notice to a Rent Assessment Committee to have a market rent determined, in which case the maximum Rent payable for one year after the date specified in the notice shall be the Rent so determined.

The 'Rent Assessment Committee' is an independent panel of persons who decide on the rent payable. The rent will become payable on the 1<sup>st</sup> April or the following Monday thereafter.

### 1.3 Service Charge (where applicable)

1.3.1 The Service Charge (if any) for the Service Charge items listed in the Particulars (charged in addition to the rent) in respect of any twelve month period ending on 31<sup>st</sup> March (the 'Account Year') shall consist of a sum comprising the expenditure the Trust estimates it is likely to incur in the Account Year in providing the Services.

1.3.2 As soon as practicable after the end of each Account Year the Trust shall determine the amount by which the estimate referred to in Clause 1.3.1 has exceeded or fallen short of the actual expenditure in the Account Year and shall supply you with a summary of the accounts duly certified by a qualified accountant. If the amount you have paid is less than the amount in the certificate you will have to pay extra, either in a lump sum or in installments, as agreed with the Trust. If you have overpaid, the money will be used to pay off any rent arrears initially then any remainder will be credited against the following year's charge liability.

1.3.3 You have a right within 6 months of receiving the summary to inspect the service charge accounts, receipts and other documents and (subject to paying a reasonable charge) to take copies or extracts from them.

1.3.4 The Trust will provide you with the Service Charge Items listed in the Particulars and you will pay the Service Charge for them. The Trust can increase, add to, remove, reduce or vary the services it provides, or add (and may charge for) new services, but it will consult you first. The Trust will inform you of the effect that any change to the Services will have on the amount you pay for them. The Trust will give you one calendar month's notice of any increase or decrease in service charge.

1.3.5 If you ask the Trust to, and if it is able, the Trust will add new services to those listed in the Service Charge Items. It will inform you of the effect that any additional services will have on the Service Charge you pay before it implements it.

### 1.4 Housing Benefit

1.4.1 The Trust will provide you with advice and assistance in relation to Housing Benefit claims.

1.4.2 If you claim Housing Benefit from the City Council you agree (if requested) to give consent to the relevant authority for the payment direct to the Trust of any Housing Benefit (or equivalent State assistance) which you may claim as part or whole payment of the Rent and (if applicable) Service Charge due to the Trust. The amount of such benefit will be credited to your Rent Account when it is received by the Trust. If your circumstances change so that your entitlement to Housing Benefit is affected you shall immediately inform the City Council and the Trust.

Any overpayment which is lawfully recoverable may be reclaimed by the Trust from you.

### 1.5 Arrears and Advance Payments

If you vacate the Premises to become the Trust's tenant in another property:

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- the Trust shall be entitled to appropriate all payments subsequently made by you to settle any outstanding debt due from you to the Trust in respect of the Premises or your occupation of it, or
- the Trust shall be entitled to credit your rent account in respect of the new tenancy with any sums due to you from the Trust in respect of this tenancy.

### 1.6 Altering the Agreement

Except for changes in Rent or Service Charge this Agreement may only be altered if both you and the Trust agree in writing.

### 2 THE TRUST'S OBLIGATIONS

#### 2.1 Possession

The Trust will give you possession of the Premises at the start of the Tenancy.

#### 2.2 Your Right to Occupy

The Trust will not interrupt or interfere with your right to occupy the Premises peacefully except where:

- access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property, provided that reasonable notice has been given by the Trust that such access is required save in the case of emergency or where the Trust has reasonable grounds for believing that you are in breach of this tenancy agreement; or
- to check on your safety or welfare where there may be reasonable cause for concern; or
- a court has given the Trust possession by ending the tenancy.

#### 2.3 Repair of Structure and Exterior

The Trust will keep the structure and exterior of the Premises in repair including:

- the roof
- drains, gutters and external pipes
- outside walls, outside doors, window sills and window frames, including any necessary external painting or decoration
- internal walls, skirting boards, doors and door frames, door jambs, thresholds, floors and ceilings (but not painting and decoration)
- major internal plasterwork
- chimneys and chimney stacks (but not sweeping the chimneys where solid fuel open fires are in use)
- fences (where provided by the Trust), pathways, steps, ramps and stairlifts
- garages and outbuildings (where provided by the Trust).

The Trust is not responsible for any repair or replacement needed because of damage to or neglect of the Premises caused by you, anyone living with you or your visitors.

#### 2.4 Repair of Installations

The Trust will keep in repair and proper working order any installations provided or adopted by the Trust for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:

- water pipes and tanks, gas pipes and electrical wiring
- electrical sockets and light fittings (but not plugs, fuses, light bulbs or non-Trust appliances)
- basins, sinks, baths, toilets, flushing systems, waste pipes and tap washers

- water heaters, boilers, fireplaces, fitted fires and radiators.

### 2.5 Repair of Common Parts

In the case of flats and maisonettes, the Trust will keep all communal areas and equipment in repair including:

- common entrances, halls and passageways
- stairways and lifts
- lighting and security systems.

### 2.6 Decoration of Exterior and Common Parts

The Trust will keep the exterior of the Premises and any common parts in a reasonable state of decoration.

### 2.7 Repairs - Generally

The Trust will carry out all repairs within such reasonable timescales as may be determined by the Trust from time to time in consultation with you.

### 2.8 The Residents' Charter

The Trust will provide you with information on the Trust's housing management policies as required by guidance issued by the Housing Corporation.

### 2.9 Data Protection

The Trust will comply with the provisions of the Data Protection Act 1998 as amended from time to time. Subject to you paying to the Trust a reasonable fee (not exceeding the maximum fee from time to time set down by Parliament) the Trust will allow you to inspect information about yourself which is held by the Trust in the form of computerised data.

### 2.10 Access to Personal Information

The Trust will allow you reasonable access to other personal information held about you or members of your family (provided that this right shall not apply to information provided to the Trust in confidence by third parties) and will allow you to correct or record your disagreement with the information held by the Trust.

### 2.11 Services

The Trust will provide the Services (if any) listed in the Particulars PROVIDED ALWAYS that (following consultation with tenants affected) the Trust may increase, add to, remove, reduce or vary the services provided.

### 2.12 Insurance

The Trust will insure the Premises (Buildings only excluding any fixtures and fittings) for such sum and against such risks as the Trust (acting reasonably) believes appropriate. For the avoidance of doubt the Trust shall not be responsible for insuring your furniture and personal possessions.

### 2.13 Consents

In this Tenancy Agreement where it states that the consent of the Trust is required it is implied that the Trust will not unreasonably refuse its consent. In some circumstances consent may be given subject to certain reasonable conditions.

### 3. YOUR OBLIGATIONS

You agree that:

#### 3.1 Possession

You will take possession of the Premises at the start of the Tenancy and not part with possession of the Premises or sublet the whole of it.

#### 3.2 Rent

You will pay the rent and, by way of further rent, service charge, weekly in advance (including at the start of the tenancy), in such manner as the Trust may from time to time require, on Monday in each relevant week, other than any week or weeks which the Trust determines, from time to time, are not rent weeks. The Trust will consult with you if it wishes to change the manner in which payment is required to be made.

#### 3.3 Use of your Home

3.3.1 You will occupy and use the Premises for residential purposes as your only or principal home and will notify the Trust in advance of any period of absence from the Premises which exceeds 28 consecutive days which might otherwise lead it to think that you are no longer living in the property.

If you hold a joint tenancy at least one of you must occupy the Premises as your only or principal home.

3.3.2 You agree not to use or to allow anyone living with you or visiting you to use your home or the communal areas (if applicable) for unlawful, immoral or illegal purposes.

3.3.3 You (or anyone living with you or visiting your home) will not operate a business from your home without both the written consent of the Trust and any planning permission that may be required from the Local Authority. You must pay any costs associated with you getting any planning permission that is required.

3.3.4 You will not affix to or exhibit on the premises any notice, tradeplate or advertisement without the previous written consent of the Trust.

3.3.5 You will use any communal facilities with due regard for the convenience and safety of others.

#### 3.4 Nuisance and Anti Social Behaviour

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, sheds, gardens, parking areas) and in the locality around your home.

3.4.1 You (or anyone living with you or visiting your home) will not cause or commit any form of harassment or other anti social behaviour at or within the locality of your home. Harassment and anti social behaviour is any act or omission which interferes with the peace and comfort of, or which may cause nuisance, annoyance, injury or offence to, any other tenants, members of their household, visitors, neighbours, the Trust, including its employees and contractors, or any other member of the general public and includes (but is not limited to):

- harassment on the grounds of age, gender, race, culture, ability or lifestyle;
- violence or threats of violence to any person;
- abusive or insulting words or behaviour;

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- offensive behaviour while under the influence of drugs or alcohol;
- damage or threat of damage to property belonging to another person including damage to any part of any person's home and damage to any property owned by the Trust;
- writing graffiti and in particular graffiti which is abusive, threatening or insulting;
- making unnecessary or excessive noise by any means whatsoever, including arguing and door slamming;
- using, or allowing the Premises or any communal area to be used, for prostitution or for dealing in or the illegal use of any controlled drugs;
- using the Premises for handling or storage of stolen property;
- any nuisance or annoyance caused by pets, including barking and fouling;
- playing ball games close to someone else's home;
- interfering with any security or safety equipment or installations for the supply of any services to the Premises or to any other properties in the neighbourhood or locality of the Premises;
- interfering with security precautions in multi-storey or other communal blocks of flats; doors must not be jammed open and strangers should not be let in without identification. You must cooperate with security staff;
- dumping rubbish or hazardous substances within any communal areas at or near the premises or in any place other than a designated refuse amenity site.

### 3.5 Racial and other Harassment

Without prejudice to Clause 3.4, you (or anyone living with you or visiting your home) will not commit any form of harassment at or within the locality of your home (including harassment on the grounds of age, gender, race, culture, ability or lifestyle) which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of their household, visitor, neighbour or employee or representative of the Trust. This includes, but is not limited to, racist or sexist behaviour or language, abuse, threatened or actual violence, threats of damage, or abusive or insulting graffiti, mail, telephone calls, email or text messages.

### 3.6 Domestic Violence

You (or anyone living with you or visiting your home) will not inflict domestic violence, threaten violence, or use mental, emotional, physical or sexual abuse against your partner, your ex-partner, or any member of your family or household.

### 3.7 Noise

3.7.1 Without prejudice to clause 3.4, you (or anyone living with you or visiting your home) will not cause noise nuisance to any other person at or within the locality of your home. This includes but is not limited to, playing any radio, television, record, tape, cassette or compact disc, tape recording, amplifiers, loudspeakers, musical instruments, singing or shouting, so loudly that it causes nuisance or annoyance to any person at or within the locality of your home.

3.7.2 Allowing a quad bike, off road bike or other motor vehicle to be used, driven or revved on your property or in the locality of your property by you (or anyone living with you or visiting your home) in a manner likely to cause alarm, distress or annoyance will constitute a nuisance and breach of your tenancy agreement. A 'motor vehicle' is any mechanically propelled vehicle whether or not it is intended or adapted for use on the roads.

### 3.8 Breach of the Peace

You (or anyone living with you or visiting your home) will not act in any way that is likely to lead to a Breach of the Peace at or within the locality of your home, or at any premises owned by the Trust.

### 3.9 Pets

3.9.1 You (or anyone living with you) will keep only small domestic animals (which includes dogs and cats, small animals or birds kept in an indoor cage, or fish or reptiles kept in an indoor tank) on the Premises. They must be kept under proper control and not be allowed to cause nuisance to any other person. External fixed cages and / or aviaries will not be permitted.

3.9.2 You (or anyone living with you) will not keep a dog if you live in a multi-storey block, or if your home shares a common entrance and there is a 'no dog' agreement between residents and the Trust.

3.9.3 You (or anyone living with you) will not keep any animal that the Trust decides is unsuitable for your home or garden. Your pet or pets must not annoy or frighten other people.

3.9.4 You (or anyone living with you) will not keep any animal which is classified as dangerous under the Dangerous Wild Animals Act 1976.

3.9.5 You (and anyone living with you or visiting your home) will comply with the provisions of the Dangerous Dogs Act 1991 if you or they keep dogs which are classified as dangerous under that Act.

3.9.6 You (or anyone living with you) will not keep any pet in poor or insanitary conditions.

### 3.10 False or Malicious Complaints

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

### 3.11 Communal Areas

3.11.1 You (and anyone living with you or visiting your home) will cooperate with the Trust and your neighbours to keep any communal areas clean, tidy and clear of obstruction.

3.11.2 If the Premises is a flat or maisonette, you will accept a share of the responsibility for the cleaning of communal areas in accordance with regulations published from time to time by the Trust.

### 3.12 Parking of Vehicles

3.12.1 You (or anyone living with you or visiting your home) will not park a vehicle anywhere on the Premises except on a 'hard standing' (a driveway or paved area intended for parking). Caravans, motor homes, boats, trailers or any vehicle, motorised or unmotorised, that the Trust considers inappropriate must not be parked on the garden, driveway, paved area around your home or any communal parking areas without the written consent of the Trust. You (or anyone living with you or visiting your home) must not park any vehicle anywhere that would obstruct emergency services.

3.12.2 You will park cars or other vehicles (including motorcycles) in designated parking spaces (where these exist) and with due care and attention to other road users and pedestrians. You will not drive or park cars or other vehicles over or on kerbs which have not been lowered or any grassed area. In particular, you will not park cars or other vehicles illegally or in such a way as to cause danger, damage or obstruction.

3.12.3 If your property has a designated residents' parking space, only you and your legitimate visitors will park there. You will not give or sell the parking space to anyone else.

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3.12.4 You (or anyone living with you or visiting your home) will not do any car repairs such as may cause nuisance, damage or inconvenience to any persons or property or park an illegal or unroadworthy vehicle such as those described at item 3.12.1 on the land around your home or on the road.

3.12.5 You will not take motorcycles (including mopeds, motor scooters, motorcycles with side cars and any off road bikes) or large car parts such as engines into the Premises at any time. You will not take any type of industrial equipment into the Premises at any time.

### 3.13 Improvements

3.13.1 You will not make any improvements, alterations or additions to the Premises without first obtaining both the written consent of the Trust and all other necessary approvals. Such improvements include (but are not limited to):

- removal of any internal walls or integral fixtures or fittings
- erecting any structure in the garden of the Premises;
- cutting down any tree or removing any hedge or other boundary line or making a vehicular access from the highway into the Premises

3.13.2 You will comply with the reasonable requirements of the Trust in relation to any consent given to you to make improvements, alterations or additions to the Premises including the standard of the work to be carried out.

### 3.14 Dangerous or flammable materials

You will not use or store in the premises, or any store, shed or garage, any dangerous or flammable materials except as may be permitted by any statutory regulations relating to the storage and use of such substances, or any combustible materials in such quantities as might create a fire hazard.

### 3.15 Maintenance of Internal Items

3.15.1 You will keep the interior of the premises in good repair and in clean and good decorative condition, and decorate all internal parts of the premises as frequently as is necessary to keep them in reasonable decorative order.

The Trust might be able to help if you are elderly or disabled.

3.15.2 You will have chimneys in use with an open solid fuel fire swept at least once every twelve months.

### 3.16 Garden

You will 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 - the Trust can clear it and charge you for the work. The Trust might be able to help you free of charge if you are elderly or disabled.

### 3.17 Minor Repairs

You will carry out minor repairs to the Premises such as the following:

- easing internal doors
- the maintenance of appliances, fixtures, fittings, extensions and additions - where installed by you with or without permission unless formally adopted by the Trust
- the replacement of lost or damaged keys, and the replacement of locks necessitated as a result of losing keys (where the Trust so decides)

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- TV aerials or satellite dishes (unless communal) and any damage to property or neighbouring property caused by their installation
- clothes posts and lines (unless communal)

### 3.18 Damage

- 3.18.1 You will repay to the Trust the cost of repairing any damage done to the Premises, fixtures or the Trust's fittings caused by your neglect, willful act or default or that of anyone living with you or your visitors and to repay the cost of any replacement keys required.
- 3.18.2 You (or anyone living with you or visiting your home) must not damage, deface or put graffiti on Parkway Green Housing Trust property. You will have to pay for any repair or replacement. The cost will be charged on top of your rent.

### 3.19 Reporting Disrepair

You will report to the Trust promptly any disrepair or defect of which you are aware and which it is the Trust's responsibility to repair.

### 3.20 Access

You will give the duly authorised officers, agents and workmen of the Trust and the gas, water and electricity supply companies all reasonable facilities for entering the premises for the purposes of inspection and for carrying out such work to the premises or adjoining property as may be necessary.

The Trust will normally give you 24 hours notice when it requires access unless it believes entry is necessary because of an emergency that could cause personal injury or damage to the premises or neighbouring property.

### 3.21 Assignment

- 3.21.1 You may not assign the Tenancy except in furtherance of a court order made under Section 24 of the Matrimonial Causes Act 1973 or with the written consent of the Trust when exercising the Right to Exchange set out in Clause 5.5 or to a person who would be qualified to succeed you under the provisions of Clause 5.4.3 if you had died immediately before the assignment.
- 3.21.2 You will not accept or pay any premium in connection with the assignment of the tenancy when exercising the Right to Exchange set out in Clause 5.5.

### 3.22 Overcrowding

You will not allow the Premises to be overcrowded. The number of people allowed to live in the Premises is detailed in the Particulars of the tenancy.

### 3.23 Sub-letting

You will not part with possession or sub-let part of the Premises EXCEPT in accordance with Clause 5.1.

### 3.24 Failure to carry out works

If you fail to carry out your obligations at any point under and during this Tenancy to carry out works for which you are responsible, including not observing the Trust's requirements when carrying out improvements (Clause 3.13); not maintaining your garden (Clause 3.16); not carrying out minor repairs (Clause 3.17); not repairing damage to premises (Clause 3.18) and not removing possessions and rubbish when you or the Trust end the Tenancy (Clause 3.26) the Trust may carry out the necessary work and charge you the costs which it incurs. You agree that any charges under this Clause are recoverable as if they were rent arrears.

### 3.25 Ending the Tenancy

You will give the Trust at least 4 weeks' notice in writing (expiring at 12 noon on a Monday) when you wish to end the Tenancy. Failure to give notice will result in you being charged the full rent for the notice period.

### 3.26 Moving out

You will give the Trust vacant possession and return all keys of the Premises before 12 noon on the Monday on which your tenancy ends. You will remove all furniture, personal possessions and rubbish and leave the premises and the Trust's fixtures and fittings clean and in good lettable condition and repair. You will pay to the Trust the cost of any removal, storage and other works carried out by the Trust to remedy any failure by you in this respect. The Trust accepts no responsibility for anything left at the Premises by you at the end of the Tenancy.

### 3.27 Water/Sewerage and Local Taxes

3.27.1 The Trust will not be liable for your failure to pay any Water/Sewerage Charges, gas and/or electricity charges.

3.27.2 The Trust will not be liable for your failure to pay any Council Tax or any other local tax which may replace the Council Tax.

### 4. YOUR RIGHTS AND SECURITY OF TENURE

You have the following rights:

#### 4.1 Right to Occupy

You have the right to occupy the premises without interruption or interference from the Trust for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Trust's authorised employees or contractors) so long as you comply with the terms of this Agreement and have the proper respect for the rights of other tenants and neighbours.

#### 4.2 Security of Tenure

You have security of tenure as an assured tenant so long as you occupy the Premises as your only or principal home. The Trust can only end the Tenancy by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) or by obtaining a demotion order.

The Court will not make an order unless the Trust shall have served on you a notice in writing complying with the requirements of the Housing Act 1988 (as amended) or the Court considers it just and equitable to dispense with service of such a notice.

The Trust agrees that it will give you the appropriate period of notice of its intention to seek a possession order (except where proceedings involve nuisance (Ground 14)) and that it will only serve a notice and thereafter seek to recover possession of the Premises on one or more of the grounds set out in Clauses 4.2, items 1-10 below, and in the circumstances set out in those clauses.

The notice periods are as follows:

- Where possession is being sought under Ground 14 (nuisance) of Schedule 2 to the Housing Act 1999 proceedings will be begun not earlier than the date of service of the notice.
- Where possession is being sought under Schedule 2, grounds 1, 2, 5-7, 9 and 16 a period of two months' notice is required
- Where possession is being sought on any other grounds, a period of two weeks' notice is required.

Except in relation to the following grounds, and in the circumstances referred to, the Trust agrees that it would not be just and equitable for the Court to dispense with service of the requisite notice.

**THE FOLLOWING ARE THE MAIN GROUNDS AND CIRCUMSTANCES IN WHICH THE TRUST WILL SERVE NOTICE AND SEEK TO RECOVER POSSESSION (A full list is available from the Trust):**

#### Grounds for Possession

- 1 You have not paid the Rent that is due (Ground 10)
- 2 You or anyone living in the Premises have broken, or failed to perform, any one or more of the conditions of this Tenancy (Ground 12)
- 3 You or anyone living in the premises have caused the condition of the Premises, stairs, lifts, gardens or any other parts of the building which you are entitled under this Tenancy to use in common with others to deteriorate; and in the case of an act of waste by or the neglect or default of a person lodging with you or Sub-Tenant of yours you have not taken such steps as you ought reasonably to have taken for the removal of the lodger or Sub-Tenant (Ground 13)

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- 4 You or anyone living in or visiting the premises have been guilty of conduct causing or likely to cause a nuisance or annoyance to anyone living, visiting or carrying out a lawful activity in the locality or you have been convicted of using the premises for immoral or illegal purposes or of an arrestable offence carried out at or in the locality of the premises (Ground 14)
- 5 The premises were occupied by you and your partner and your partner has left because of violence or threats of violence made by you to him/her (or a member of their family living in the Premises before they left) and the Court is satisfied that they are unlikely to return (Ground 14A)
- 6 You or anyone living in the premises have ill-treated any furniture provided under this tenancy causing it to deteriorate; and in the case of ill-treatment by a lodger or sub-tenant you have not taken such steps as you ought reasonably to have taken for the removal of the lodger or sub-tenant (Ground 15)
- 7 The tenancy was granted to you as a result of you (or someone acting on your behalf) knowingly or recklessly making a false statement (Ground 17)
- 8 Where the Tenancy has devolved under your will or on your intestacy (Ground 7):
  - a. The Trust will not bring proceedings for possession under Ground 7 in the circumstances referred to in Clause 5.4 (Rights of Succession) where the conditions for the succession set out are met
  - b. If the relevant provisions of Clause 5.4 do not apply the Trust may bring proceedings for the recovery of possession of the Premises under Ground 7 within twelve months after your death or if the Court so directs within twelve months after the date on which, in the opinion of the Court, the Trust became aware of your death.
  - c. In accordance with the provision of Ground 7 acceptance by the Trust of Rent after your death shall not be regarded as creating a new periodic Tenancy unless the Trust agrees in writing to a change in the amount of the Rent, the period of the Tenancy or the Premises that are let or any other term of the Tenancy.
- 9 In the event of the Trust taking action under Ground 9, suitable alternative accommodation will be available for you or will be available for you when the Order for Possession takes effect. The Trust will only seek to recover possession of the Premises on this Ground if in addition the Trust can show:
  - a. That it intends within a reasonable time of obtaining possession to demolish, reconstruct or refurbish the Premises and/or the building of which the Premises form part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or
  - b. That the premises have features which are substantially different from those of ordinary dwellings which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by the Premises and no person residing in the Premises any longer does so and the Trust requires the Premises for occupation by such a physically disabled person; or
  - c. That you are a successor other than a spouse in whom the tenancy has vested under Clause 5.4 and the accommodation afforded by the house or flat is more extensive than is reasonably required by you and the Trust applies for possession not sooner than 6 months or later than 12 months after the death of the previous tenant; or
  - d. The Premises are one of a group of dwellings which it is the practice of the Trust to let for occupation by persons with special needs and a social service or special facility is provided in close proximity to the group of dwelling houses in order to assist persons with those special needs and no other person with those special needs any longer

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resides in the Premises and the Trust requires the Premises for occupation by a person who had those special needs.

- 10 The Premises were let to you in consequence of your employment by the landlord seeking possession or a previous landlord under the tenancy and you have ceased to be in that employment (Ground 16).

**FOR THE AVOIDANCE OF DOUBT THE TRUST DECLARES THAT IT WILL NOT SEEK TO USE GROUNDS 1, 2, 3, 4, 5, 6, 8 AND 11 OF SCHEDULE 2 HOUSING ACT 1988 TO OBTAIN POSSESSION OF THE PREMISES.**

### 4.3 Cessation of Assured Tenancy

If the Tenancy ceases to be an Assured Tenancy, the Trust may end the Tenancy by giving four weeks' notice in writing to you.

### 4.4 Injunction

The Trust reserves the right to seek injunctions either to require you to comply with or to stop you breaching your obligations under this agreement. This may be in addition to or as an alternative to any possession proceedings under the grounds set out in Clause 4.2, points 1 - 10 above.

### 4.5 Anti Social Behaviour Orders (ASBOs)

The Trust reserves the right to seek ASBOs against you, your children or anyone living in or visiting the Premises, if any of those act in a manner likely to cause harassment, alarm or distress to one or more persons not of the same household as yourself both in relation to the Premises and in the vicinity of the Premises.

### 4.6 Demotions of Tenancy

The Trust reserves the right to apply to Court to demote or 'relegate' your tenancy to that of an Assured Shorthold Tenancy if you or anyone living in or visiting your home has engaged in anti social behaviour or used the premises for unlawful purposes (Anti Social Behaviour Act 2003).

### 5 FURTHER RIGHTS

By way of further rights, the Trust agrees that:

#### 5.1 Right to take in Lodgers and Sub-let

5.1.1 You may take in any persons as lodgers and sub-let or part with possession of part of the Premises subject to the consent of the Trust. The Trust will only consent to you granting a licence, an assured shorthold tenancy (within the meaning of Section 20 Housing Act 1988) or a contractual tenancy which is not an assured tenancy within the meaning of Section 1 Housing Act 1988.

5.1.2 The Trust will not consent if:

- it believes any lodger or sub-tenant would mean your home is overcrowded.
- you plan to take in someone who breaches the Trust's exclusion policy.
- the person you want to take in would breach any age or other criteria for occupation of the premises determined by the Trust from time to time.
- the Trust has reasonable cause to believe that the person you wish to take in has committed anti-social acts of the type set out in clauses 3.4, 3.5, 3.6, 3.7 and 3.8 or has allowed such acts to be committed by anyone visiting or residing with them in that they did not take such steps as they ought reasonably to have taken to prevent them.

5.1.3 Any consent given by the Trust is personal to you and the particular lodger/sub-tenant. If your lodger or sub-tenant moves out you must obtain a fresh consent before anyone else moves in.

5.1.4 If, when this tenancy is granted, you already have a lodger or sub-tenant (and in the case of a sub-tenant you previously obtained the Council's consent) you do not need to obtain the consent of the Trust unless your lodger/sub-tenant moves out and you want someone else to move in.

5.1.5 Subject to the provisos set out in clause 5.1, the Trust will not unreasonably withhold its consent to you taking in a person as a lodger or sub-letting or parting with possession of part of the Premises.

#### 5.2 Right to a Repairs Service

You have a right to have qualifying repairs done in set time scales. The Trust has a policy that sets out your rights and the Trust's obligations. The policy also sets out your right to compensation if the Trust fails to meet its obligations. You can get a copy of the policy from the Trust.

#### 5.3 Right to Consultation and Information

5.3.1 The Trust will consult you before making changes in matters of housing management or maintenance that are likely to have a substantial effect on you. The Trust agrees to give you the right to be consulted as if the provisions of Section 105 of the Housing Act 1985 applied to this Tenancy.

5.3.2 You have a right to information from the Trust about the terms of this Tenancy and about the Trust's repairing obligations and its policies and procedures on tenant consultation, housing allocation and transfers, equal opportunities and its principles for fixing rents. You also have the right to be provided with information about the Trust's performance, as set out by the Housing Corporation's Performance Standards.

#### 5.4 Rights of succession

5.4.1 On your death and as long as you are not a successor (as defined in Clause 5.4.2), the following persons have a right to succeed to this tenancy:

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- a Your spouse or a person living with you as your husband or wife provided that he/she occupied the premises as his/her only or principal home at the time of your death. Under Section 17 Housing Act 1988 this right occurs automatically.
- b Any surviving joint tenant(s) if they occupied the property as their only or principal home at the time of your death. This will occur even if you are already a successor.
- c If you have no surviving spouse or joint tenants a member of your family (as defined in Section 113 Housing Act 1985) may succeed as long as:
  - they occupied the Premises as their only or principal home; and
  - they lived with you throughout the period of six months ending with your death (this condition does not apply to partners of the same sex); and
  - they satisfy the Trust (acting reasonably) that they have a right to have the tenancy vested in them under your Will or your Intestacy; and
  - they notify the Trust in writing of their claim to succeed within six months of your death (at its discretion the Trust may allow a longer period); and
  - they apply for the Grant of Probate and/or letters of administration and/or seek to have the tenancy vested in them under your Will or your Intestacy within six months of your death (at its discretion the Trust may allow a longer period).
  - If any of the conditions set out in Clause 5.4 are not complied with the Trust may use Ground 7 (see Clause 4.2) to end the tenancy. Members of your family may still be able to succeed under Clause 5.4.3 below.
- d If there is more than one member of your family and/or partner qualified to succeed under Clause 5.4.1c they should agree which of them shall claim the benefit. If more than one claim is received and the claimants cannot resolve the dispute within a reasonable time then the Trust may decide which claim to accept or it may use Ground 7 to end the tenancy and enter into a new tenancy of the Premises with such claimant as it shall in its absolute discretion select.

### 5.4.2 You are a "successor" for the purposes of this Tenancy Agreement if you:

- a are a person who was a joint tenant and have become a sole tenant; or
- b are a spouse in whom the Tenancy has vested under Section 17 Housing Act 1988; or
- c fall within the definition of successor set out in Section 17(3) Housing Act 1988; or
- d became the tenant under the Will or on the Intestacy of a former tenant of the premises; or
- e were granted this tenancy under a right of succession granted by the Trust under any Tenancy Agreement containing provisions similar to clause 5.4 of this tenancy; or
- f became the tenant as a result of an assignment other than in the circumstances set out in Clauses 5.4.2g and 5.4.2h
- g became the tenant as a result of a court order under Section 24 of the Matrimonial Causes Act 1973 and the other party to the marriage was a successor; or
- h became the tenant under the right to exchange (see Clause 5.5) and you were a successor under your previous tenancy.

### 5.4.3 Special succession rights

If you are not a successor as defined in clause 5.4.2 and if on your death there is no person who is able to succeed under clause 5.4.1, the Trust agrees that if a person:

- is a member of your family (as that expression is defined in Section 113 of the Housing Act 1985) or a partner of the same sex; and
- lawfully occupied the premises as their only or principal home at the time of your death and lawfully resided with you throughout the period of six months ending with your death (this six month period does not apply to partners of the same sex); and
- makes a claim in writing to the Trust within three months of your death or such longer time as the Trust shall in its discretion allow;

then the Trust will use Ground 7 to end this Tenancy and will enter into a new Tenancy with such person either of the Premises or, at the Trust's discretion, of other premises that the Trust considers to be more suitable, and such Tenancy shall be upon such terms and conditions as the Trust considers appropriate PROVIDED THAT if more than one person makes a claim under this Clause 5.4, the Trust, in the absence of agreement between such claimants, will in its absolute discretion select the person who may pursue the claim.

### 5.5 Right to Exchange

5.5.1 You have the right to assign this Tenancy to another tenant by way of an exchange with one other tenant (a "direct exchange") or by exchanges involving more than one other tenant (an "indirect exchange") PROVIDED THAT the following conditions are complied with:

- a every tenant taking part in the exchange is a tenant of the Housing Corporation or Housing for Wales or a Registered Social Landlord (as defined in the Housing Act 1996) or a Local Authority or New Town or a housing trust which is a charity (as defined in Section 2 of the Housing Act 1996)
- b where required under their tenancy agreement every tenant has the written consent of their landlord to the assignment of their tenancy to you or to another tenant satisfying the conditions in sub-clauses 5.5.1a and 5.5.1b
- c if the tenant to whom you seek to assign this Tenancy is not the person from whom you intend to receive a tenancy by way of exchange, that tenant intends to assign their tenancy to another tenant who satisfies the conditions in sub-clauses 5.5.1a and 5.5.1b;
- d the prior written consent of the Trust is obtained; and
- e any reasonable conditions attached to such consent relating to the payment of outstanding Rent, the remedying of any breach or the performing of any obligation of the Tenancy have been complied with and the exchange will not result in either statutory overcrowding or the property becoming under-occupied by more than one bedroom.

5.5.2 The consent of the Trust shall not be unreasonably withheld and if withheld other than on one of the grounds contained in Schedule 3 to the Housing Act 1985 shall be treated as given in the same manner and determined as if the matter arose for determination between a secure tenant and their landlord.

5.5.3 The Trust may not rely on any of the grounds contained in Schedule 3 to the Housing Act 1985 unless it has, within forty-two days of your application for consent, served on you a notice specifying the ground and giving particulars of it.

5.5.4 Save as provided by Sub-Clause 5.5.1e above a consent required by virtue of this Clause shall not be given subject to a condition and a condition imposed otherwise than as so provided shall be disregarded.

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### 5.6 Right to Acquire

You may have a Right to Acquire the Premises under Section 16 and 17 of the Housing Act 1996, subject to the provisions of that Section and any regulations made under it.

### 5.7 Right to make improvements and receive compensation for them

You may make improvements, alterations and additions to the premises provided that you have first obtained the written consent of the Trust and all other necessary approvals (for example, planning permissions or building regulations approval). The Trust will not unreasonably withhold its consent but may make it conditional upon the work being carried out to a certain standard. Failure to satisfy the Trust's conditions may be treated as a breach by you of an obligation under this agreement. The Trust agrees to give you the right to make improvements and receive compensation for them on leaving your tenancy as if the provision of Sections 97, 98 and 99, 99A and 99B of the Housing Act 1985 (as amended) applied to this Tenancy.

### 5.8 Right to Buy

5.8.1 If you are a 'qualifying person' or a 'qualifying successor' (as those expressions are defined in Section 171B of the Housing Act 1985 (as amended)) the Trust confirms that you have the Right to Buy the Premises on the terms set out in Sections 171A to 171H of the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 or any further Regulations made under Section 171 C of the Housing Act 1985 or any statutory modification or re-enactment thereof for the time being in force ("the PRTB Legislation").

5.8.2 By way of further rights the Trust hereby agrees that the PRTB Legislation shall apply to a member of your family succeeding to this tenancy in accordance with Clause 5.4 and such a person shall be deemed to be a qualifying successor for the purposes of the PRTB Legislation PROVIDED THAT the functions of the District Valuer referred to in the PRTB Legislation shall be carried out by an independent valuer acting as an expert who shall be appointed by agreement between us or failing agreement on the application of either of us by the President for the time being of the Royal Institution of Chartered Surveyors and whose costs shall be paid in equal shares by both of us.

5.8.3 You also have a right to acquire the Premises under Section 16 of the Housing Act 1996 subject to the provisions of that Section and any regulations made under it.

## 6. GENERAL

6.1 You agree that notices (including notices of legal proceedings) may be served on you by the Trust either personally or by posting them (by registered post) to, or leaving them at, the Premises or (if different) your last known address.

6.2 All references in this Tenancy Agreement to statutory provisions are deemed to include references to those provisions as amended, varied, replaced or re-enacted from time to time.

6.3 The land that is the subject of this Tenancy Agreement is held by or in trust for the Parkway Green Housing Trust, a charity which is not an exempt charity, and the restrictions on disposition imposed by Section 36 of the Charities Act 1993 applies to the land (subject to sub-section (9) of that Section).