



together  
housing

**Tenancy  
Agreement**

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# Tenancy Agreement

## (HOUSING ACT 1988)

### **This document is a legal contract.**

It sets out the rights and responsibilities of Together Housing Association Limited and of you the Tenant. When signed, this document should be kept for the lifetime of the contract as you may need to refer to it in the future.

**Do Not Destroy  
this Document.  
It is a legal  
contract.**

### **Property:**

### **Landlord Name and address:**

Together Housing Association  
Bull Green House  
Bull Green  
HALIFAX  
West Yorkshire  
HX1 2EB

# Important Notice

This Tenancy Agreement is an important document. We will explain it to you and give you a copy for your records. Please make sure you understand everything in it before you sign it. If there is anything you don't understand, please contact us. Our contact details are given on page 3.

We will do what we reasonably can to provide you with copies of this Agreement in other formats, if you ask us to. If we can't do this, we will discuss the best solution with you. Whatever format you have, it is this written agreement which you have signed that will be legally binding on you and us.

If you fail to meet your obligations under this Agreement, we may:

- (a) take legal action against you, including action to end your Tenancy;
- (b) charge you for any losses we incur;
- (c) declare you to be a suspended applicant for the purposes of our allocation scheme, or other accommodation scheme. This may affect any future applications for housing you make.

Where we refer in this Tenancy Agreement to an Act of Parliament or other legislation, we mean the legislation as it applies on the date this Agreement is signed in the first instance, but if the legislation is amended, re-enacted, replaced or added to at a later date, the latest version of the legislation will apply.

If you end this Agreement or if you fail to take up occupation of the property, you may be held liable for damages or rent until the date this Agreement legally ends.

If you think we have broken this Agreement or not kept to our responsibilities, please let us know.

We have a complaints process that is quick, clear and accessible and we will seek to remedy situations where we have got things wrong.

Guidance on how to make a complaint is available on our website, at our offices or on request.

After you have exhausted our complaints procedure, but still feel that we have not addressed your concern, you can refer your complaint to the Housing Ombudsman Service (conditions may apply – please see guidance).

Housing Ombudsman Service  
81 Aldwych  
London  
WC2B 4HN.

If you want help in understanding this Tenancy Agreement, then independent advice and information can be obtained from your local Citizens Advice Bureau, Housing Advice Centre, law centre or from a solicitor.

# 1.0 About your Tenancy Agreement

1.1	This Tenancy Agreement ('the/this Agreement') is between			
	<b>Together Housing Association Limited</b>			
	(a registered society registered under the Co-operative and Community Benefit Societies Act 2014 with No. 28687R and which is registered with the Housing Regulator as a 'Registered Provider' (Registration No. L4160) ('the Landlord/we/us/our') and whose registered office is at Bull Green House, Bull Green, HALIFAX, West Yorkshire HX1 2EB) and the Tenant or Joint Tenants ('the Tenant(s)/you/your') known as:			
	<b>Title</b>	<b>Last Name</b>	<b>First Name(s)</b>	<b>Date of Birth</b> <b>National Insurance No.</b>
1.2	<p>Any reference to 'you/your' in this Agreement means you the Tenant, all Joint Tenants and, where relevant, anyone living with you or visiting you.</p> <p>You will be in breach of this Agreement (in other words, breaking it) if you or anyone living with or visiting you do not comply with (obey) its terms. You are responsible for the behaviour of everyone living with or visiting you, including children. You are responsible for them in the property, in communal areas and in the locality of the property</p>			
1.3	<b>The address of the property rented to you in this Agreement is:</b>			
	<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>Postcode: _____ ('the property')</p>			
	Property size			
	Property type			

1.4

**\* Delete the non-relevant clause.**

This Tenancy is an Assured Shorthold Tenancy (Starter Tenancy) ('the Tenancy') (Section 19A Housing Act 1988).

**It is a weekly periodic tenancy which begins on:**

('the Tenancy Start Date') regardless of when this Agreement is signed and continues from week to week until ended in accordance with this Agreement.

The Tenancy will be an Assured Shorthold Tenancy while you live in the property as your only or principal (main) home.

**This Tenancy will become an Assured (Non-shorthold) Tenancy in accordance with Paragraph 3 of Schedule 2A to the Housing Act 1988 on the date which is 12 months after the Tenancy Start Date UNLESS before this date:**

- a) you have been notified in writing that the period of your Starter Tenancy has been extended under section 1.6 of this agreement, or
- b) we have served a notice under section 21 of the Housing Act 1988 that we require possession, or a Notice Seeking Possession under Section 8 of the Housing Act 1988, or
- c) we have started proceedings for possession against you.

**In these circumstances your Tenancy will continue as an Assured Shorthold Tenancy until the latest of any of the following dates (provided that in circumstances i) to iv) below this Tenancy can not in any event become an Assured Non-shorthold Tenancy before the date which is 12 months after the Tenancy Start Date):**

- i) any extended period of your Starter Tenancy has ended unless before that date we have started proceedings for possession (in which case, the provisions set out below will apply), or
- ii) six months after any Notice Requiring Possession or Notice Seeking Possession is given (or if more than one notice is given - the date which is six months after the last of any such notices is given) (if no court proceedings are issued within that time), or
- iii) where the Court makes a final determination of proceedings for possession (including any appeal(s), withdrawal or discontinuation) and does not make any order for possession (or any other order sought by the us as the case may be) – the day after all rights of appeal have lapsed following the final determination of any proceedings (and/or any appeal(s)) or
- iv) where the Court makes a final determination of legal proceedings (including any appeal(s)) and makes an order for possession (of any description) (or any other order sought by us as the case may be) – the day after all such orders granted have ceased to be enforceable, or
- v) we inform you in writing that the Tenancy has converted to an Assured (Non-shorthold) Tenancy.

OR

1.4	<p>This Tenancy is an Assured (Non-shorthold) Tenancy (Section 1 Housing Act 1988) and declared NOT TO BE an Assured Shorthold Tenancy as set out in Paragraph 3 of Schedule 2A of the Housing Act 1988.</p> <p><b>It is a weekly periodic Assured (Non-shorthold) Tenancy (the ‘Tenancy’) which begins</b></p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>(‘the Tenancy Start Date’) regardless of when this Agreement is signed and continues from week to week until it ends in accordance with this Agreement.</p>
	OR
1.4	<p>This Tenancy is an Assured Shorthold Tenancy (‘the Tenancy’) (Section 19A Housing Act 1988).</p> <div style="border: 1px solid black; height: 20px; width: 100%;"></div> <p>(‘the Tenancy Start Date’) regardless of when this Agreement is signed and continues from week to week until ended in accordance with this Agreement.</p> <p>The Tenancy will be an Assured Shorthold Tenancy while you live in the property as your only or principal (main) home. The Tenancy is provided to you as part of a supported living arrangement or is provided as a temporary measure, or because we do not own the property outright.</p>
1.5	<p><b>* Delete the non-relevant clause(s).</b></p> <p><b>This Agreement makes you an Assured Shorthold Tenant.</b></p> <p>If you do not comply with the terms and conditions of this Agreement, the Tenancy can be ended and you may be evicted. We may end the Tenancy for one or more of the reasons in section 9. This Tenancy will automatically become an Assured (Non-shorthold) Tenancy after 12 months unless we take action to extend the probationary period and/or commence legal proceedings.</p> <p>As an assured shorthold tenant you do not have all the same rights as an assured (non-shorthold) tenant.</p>
	OR
	<p><b>This Agreement makes you an Assured Tenant.</b></p> <p>It means you keep the property for as long as you want it, as long as the Tenancy continues to be an Assured Tenancy (i.e. it is your only or principal home), unless there is a legal reason (called a ‘ground for possession’) under the Housing Act 1988, and a court agrees with our request to evict you or to move you to other property. However, as long as the Tenancy continues to be an Assured Tenancy (i.e. it is your only or principal home), we will only seek to take possession on one or more of the grounds set out in section 9 of this Agreement.</p>
	<p><b>*Delete clause 1.6 if non-relevant.</b></p>

1.6	<p><b>Extension of the period of your Assured Shorthold Tenancy (Starter Tenancy)</b></p> <p>We may extend the probationary period of your Starter Tenancy for reasons set out in our Starter Tenancy policies from time to time. This includes (but is not limited to) where you have done anything, or allowed anything to be done in the property, communal areas or locality that causes or is capable of causing nuisance, annoyance, or harassment (or where we are carrying out an investigation to see if any of these circumstances apply).</p> <p>If we do extend your Starter Tenancy:</p> <ul style="list-style-type: none"> <li>a) We will give you written notice of our decision to extend the period of your Starter Tenancy at least 28 days before its due date of conversion. The notice will give reasons for the extension.</li> <li>b) You will have the right to request a review of our decision to extend the period of your Starter Tenancy</li> <li>c) The maximum period of extension will be 6 months after the date when the Tenancy was due to become an Assured (Non-shorthold) tenancy</li> <li>d) The extension may be used on its own or together with other means of enforcing the terms of this agreement, e.g. injunction or possession.</li> </ul>
1.7	<p><b>Granting possession</b></p> <p>We will give you possession of the property at the start of your Tenancy. You agree to move into the property on the Tenancy Start Date. If you want to move in later, you must discuss this with us.</p> <p>We will not interfere with your right to live peacefully in the property unless:</p> <ul style="list-style-type: none"> <li>a) we need access to inspect the condition of the property or to do repairs or other work to the property or adjoining property (subject to reasonable notice, except in an emergency), or</li> <li>b) we are entitled to possession at the end of your Tenancy, or if we think the property has been abandoned and you are no longer living there, or</li> <li>c) we have obtained a court order to exclude you from the property, or recover possession, or</li> <li>d) you have told us that you are no longer living at the property and both we and you have agreed that the Tenancy can end immediately.</li> </ul>
1.8	<p><b>Changing the terms of this Agreement</b></p> <p>Neither you nor we can change the terms of this Tenancy without written agreement from both you and us, except for any changes in the rent, service charge or provision of services.</p>
1.9	<p><b>Joint and several liability</b></p> <p>If this is a joint tenancy, ‘you’ means each of the people named above, who are ‘jointly and severally’ liable to comply with its terms and conditions. This means that each of you is responsible for making sure that the conditions of this Agreement are kept to, including paying the rent. We can recover all rent arrears and other debts owed for the property from any joint tenant or from all joint tenants collectively, even if one joint tenant leaves the property.</p>



1.10	<p><b>Insurance</b></p> <p>We will insure the property (the building) and any fixtures and fittings that belong to us. You agree and accept that you are responsible for insuring your own contents, personal belongings and any other items you are responsible for.</p>
1.11	<p><b>Notices</b></p> <p>If you wish to serve any notice (including notice of legal proceedings) on us, you may deliver the notice or send it by post to:</p> <p><b>Company Secretary, Together Housing Association, Bull Green House, Bull Green, HALIFAX West Yorkshire HX1 2EB</b></p> <p>This notice of our address is given to you under Sections 47 and 48 of the Landlord and Tenant Act 1987.</p>
1.12	<p>We will have properly served any notice about this Tenancy on you if we have handed the notice to you; handed it to someone living at or visiting the property; posted it through the letterbox of the property; attached it to the outside of the property or sent it to the property by post.</p>
1.13	<p>A notice will be deemed properly served on the day it is given to you or if it is left at your property, or two working days after posting if posted first class or four working days if posted second class.</p>
1.14	<p><b>Money you owe us</b></p> <p>You agree it is a condition of this Tenancy that you repay any money you owe us for a former tenancy.</p>
1.15	<p><b>Payment of Former Tenant's Debts</b></p> <p><b>*Delete or insert at 1.15 to 1.18 below as appropriate.</b> You agree that at the date of signing this Agreement you owe us</p> <p>£ <input type="text"/> for <input type="text"/></p> <p>relating to your former tenancy of <input type="text"/></p> <p>You agree to repay this debt at £ <input type="text"/> a week, on Monday in advance (for the week ahead).</p>
1.16	<p>You agree to pay this as well as the payments to be made under section 3 of this Agreement, in accordance with sections 3 and 4 of this Agreement. We will decide how to allocate payments you make as between any debts due under clauses 1.14 to 1.18 and section 3 of this Agreement.</p>
1.17	<p>You agree that if you do not make the payments set out above, you will be in breach of this Agreement and that the former tenant's debt will be payable to us in full immediately</p>
1.18	<p>You agree to tell us about any change in your circumstances that may:</p> <ul style="list-style-type: none"> <li>• affect your ability to keep to this arrangement, or</li> <li>• allow you to increase your weekly repayments.</li> </ul>

1.19	<p><b>Information Sharing</b></p> <p>We will comply with data protection laws when collecting, using and sharing your personal data. Your personal data will also be dealt with in accordance with our data protection policies, procedures and privacy notices in place from time to time.</p> <p>This may involve us holding and sharing your personal data with other agencies and organisations at any time during or after this or any other tenancy, while keeping data protection laws. The personal data will also be used in the same way and for the same purposes after the end of this and any other tenancy you are offered.</p> <p>For further information about how we use your personal data, please see our Privacy Policy which is available on our <a href="#">website</a>.</p>
1.20	<p><b>Consents</b></p> <p>Where this Agreement states that our consent is required, we will not refuse it unreasonably. In some circumstances we may give our consent only if certain conditions are met.</p>
1.21	<p><b>Legal action</b></p> <p>If you breach the terms of this Agreement, we will use any appropriate legal action available to us, including:</p> <ul style="list-style-type: none"> <li>• injunctions (to prevent certain behaviour or enforce your Tenancy terms)</li> <li>• exclusion orders to prevent you from entering certain areas</li> <li>• demotion (making your Tenancy less secure), and</li> <li>• possession orders.</li> </ul>
1.22	<p>Where you have been granted this Tenancy in order to receive support from us or another agency, you must keep to the terms of any separate support contract(s) (including payment of any charges due) while it is in place.</p> <p>If you breach the terms of any separate contract(s) then that will also amount to a breach of this Agreement.</p> <p>We may also seek to bring this tenancy to an end if the contract for support comes to an end for any other reason. We will discuss this with you if that is going to happen, and whether there will be any other accommodation available.</p>

## 2.0 The Property

2.1	<p>Depending on the description of the property at section 1.3 of this Agreement, the property may be a house, a flat, or a room within a house or flat.</p> <p>Where the property is a self-contained house, the whole house is included in the Tenancy, together with any garden which is exclusive to the property.</p> <p>Where the property is a flat or a room within a house or flat, only the flat or room is included in the Tenancy. However, you may also use any communal areas or shared gardens (you may be given more locally applicable information about arrangements for sharing gardens).</p> <p>You are also entitled to use any means of access to the property (and any gardens).</p> <p>The fixtures and fittings are part of the property and belong to us. If furniture or floor coverings included inside the property are to be maintained by us then you will pay a furniture and fittings charge. Otherwise we may explain to you at the start of this Tenancy whether any furniture or floor coverings left in the property by a previous occupant is to be “gifted” to you and maintained or replaced at your own expense.</p>
	<p><b>*Delete or insert at 2.2 to 2.3 below as appropriate.</b></p>
	<p><b>Rights reserved by the Landlord</b></p>
2.2	<p>We reserve the following rights:</p>
	<p><b>Rights granted by the Landlord</b></p>
2.3	<p>We grant the following rights:</p>
2.4	<p><b>Number of people allowed to live in the property</b></p>
	<p>The maximum number of people (including children) allowed to live in the property is:</p> <div data-bbox="295 2007 770 2078" style="border: 1px solid black; height: 30px; width: 298px;"></div>

# 3.0 Rent

<b>3.1</b>	<b>The rent ('the rent') is:</b>	
	Base Weekly Rent (for Use and Occupation)	£
	<b>PLUS</b> Service charge for the following: <b>Insert if applicable</b>	

Communal Cleaning	£
Communal Equipment	£
Communal Heating & Lighting	£
Contract Cleaning / Cleaners Materials	£
CCTV	£
Door Entry Systems	£
Electricity	£
Employment costs / relief staff / temporary staff	£
Replacement Provision	£
Fire Alarm Maintenance	£
Fire Safety Maintenance	£
Furniture and Fittings	£
Gas	£
Grounds Maintenance	£
Home Contents Insurance	£
Heating maintenance	£
Intensive Housing Management	£

Intercom Maintenance	£
Laundry running costs	£
Lift maintenance	£
Phone box rental / Tenants phone	£
TV Aerial Service	£
Telephone Line	£
Water Tank Treatment	£
Window Cleaning	£
<b>Other Charges</b>	
	£
	£
	£
	£
	£
	£
	£
	£
	£
<b>Total rent</b>	<b>£</b>

Items where a weekly charge figure is inserted are the services provided at the start of your Tenancy, which you may have to sign other agreements for. You may be able to claim housing benefit or Universal Credit as part or whole payment of the rent, but benefits will not pay for some service charges. You are responsible for paying the whole rent including any service charges, even if this is not covered in full by benefits (whether temporarily or permanently).

<b>3.2</b>	<b>Paying the rent</b>
	<p>You agree to pay the rent on Monday each week in advance. If we accept payment from you at any other time, you are still responsible for paying the rent every Monday.</p> <p><b>If you have difficulty paying the rent, you should contact us immediately.</b></p> <p><b>If you do not pay your rent in full and on time then your home is at risk – you can be evicted and you may not be entitled to be re-housed which means you and your family could be left homeless.</b></p>
<b>3.3</b>	<b>Services</b>
	<p>We will provide the services for the property set out in section 3.1 where a charge is indicated as being payable.</p> <p>We charge an equal amount to all properties receiving each service.</p> <p>We may increase, add to, remove, reduce or vary the services after consulting with you on any changes we wish to make. We will only remove, reduce or vary a service either where we are required to do so by law, or where it is no longer technically or financially viable to provide the service or the service is obsolete, or in order to keep providing an equivalent service in a different way. We will only increase or add to the services either where we are required to by law, or to provide a replacement for an obsolete service, or where we are acting reasonably and the introduction of the service is supported by the residents who are affected.</p>

	<p>Any change may affect the amount of service charge you pay.</p> <p>We will review this in line with section 4.</p> <p>If you do not pay the rent, or any part of it, we may stop providing the services.</p> <p>If we do so, your duties under this Agreement remain the same.</p>
<b>3.4</b>	<b>Other charges</b>
	<p>You agree to pay council tax and any other local council, water authority or other service providers' charges.</p>
<b>3.5</b>	<b>Housing benefit/Universal Credit</b>
	<p>If you claim housing benefit or Universal Credit, you agree you must tell us immediately of any changes that may affect how much you get.</p> <p>If you get an overpayment that must by law be repaid and we have to repay it on your behalf, we may recover that amount from you. We may do this by adding the amount to your rent account and recovering the debt from you as rent arrears.</p>
<b>3.6</b>	<b>Your rent account at the end of your Tenancy</b>
	<p>If at the end of your Tenancy your rent account is in credit, we will repay you the credit but without adding interest. If we do not have your bank or contact details and you do not tell us how to pay you any credit within 6 months of the end of your Tenancy, then we may keep the credit balance as our own money.</p>

# 4.0 Rent and Service Charge Review

<b>4.1</b>	<b>Initial review of your weekly rent</b>
	<p>We will set the rent on the first Monday in the April after the start of this Tenancy to be no more than that which the Residential Property Tribunal (or such similar tribunal) would assess as being a Market Rent for the property at the date from which the rent increase is effective. We will give you notice in writing of the change.</p>
<b>4.2</b>	<b>Further reviews</b>
	<p>After the first rent setting explained in section 4.1 we may reset the rent on the first Monday in April each year after giving at least one month's notice to you in writing. This notice will state the new rent which will be no more than that which the Residential Property Tribunal (or such similar tribunal) would assess as being a Market Rent for the property at the date from which the rent increase is effective.</p> <p>We may raise the rent at any time after making certain 'optional' improvements to your property (see paragraph 4.4).</p>
<b>4.3</b>	<b>Service Charges</b>
	<p>We will state the charges for any services we provide. The services you get are listed in paragraph 3.1.</p> <p>We make fixed service charges for these services and will review them once a year in line with sections 13 and 14 of the Housing Act 1988. We will give you one month's notice of any service charge increase.</p>

	<p>We charge an equal amount of the sum we allocate towards administration of service charges as between all the properties receiving the services in question.</p>
<b>4.4</b>	<b>Optional improvements</b>
	<p>We are committed to maintaining the standard of our properties and we may develop more improvement programmes in the future, under which we may offer you a range of optional improvements for your home, to which you can say 'Yes' or 'No', for example – improvements to the kitchen or bathroom.</p> <p>If, with your consent, we do any optional improvement work to your property, we may increase the rent from the date we complete the improvements. The increased rent figure will then be subject to the usual annual rent setting.</p> <p>Before we do optional improvements, we will agree with you how much extra rent we will charge after they have been completed.</p>

# 5.0 Use of the property and use of communal areas

<b>5.1</b>	<b>If the property is your only or principal (main) home</b>
	<p>You agree you (or at least one of you if you are a joint tenant) must start to live in the property on the Tenancy Start Date, furnish it and use it as your only or main home.</p>
5.2	<p>If we have reasonable grounds for believing that you are not occupying the property as your only or main home or that it has been abandoned, we will be entitled to serve a notice on you, requiring you to give up possession of the property after four weeks in accordance with the Protection From Eviction Act 1977.</p> <p>You must reply immediately to any such notice confirming whether you are still occupying the property. Once the notice expires, then if you are no longer living in the property your Tenancy will end automatically.</p> <p>If we serve a notice under the terms above, we may be entitled to gain entry to the property by force if necessary, at the date on which the Tenancy is ended, to remove any goods and furnishings which remain in the property and to change the locks on the door(s).</p> <p><b>If any goods are left in the property it will be a breach of the terms of this Agreement and we may remove and dispose of them.</b></p> <p><b>We may take court action against you for breach of tenancy conditions or trespass.</b></p>

<b>5.3</b>	<b>Overcrowding</b>
	<p>You agree not to allow the number of people occupying the property to exceed the number stated in section 2.4 and you agree you must tell us if the number of people living in your property changes from when you signed this Agreement.</p>
	<p>If the property becomes overcrowded because your household has increased, you agree you will seek alternative accommodation suitable for your increased needs.</p> <p>If you wish to apply to us for a transfer you must register for membership of the local lettings scheme and you must actively bid for suitable properties.</p> <p>Transfer applications are dealt with in accordance with our allocations policy.</p>
<b>5.4</b>	<b>Business use</b>
	<p>You agree not to run a business from the property without first obtaining our written permission.</p> <p>If permission is given it will be subject to you satisfying any necessary local planning authority requirements and to any reasonable conditions we may impose. We may review the effectiveness of any permission we have given and we reserve the right to vary or revoke any such permission.</p> <p>You must not run any business in breach of such varied or revoked permission.</p>

5.5	<b>Animals</b>
	If we have decided that this property is unsuitable for you to keep dogs, cats or other animals (see below), you must not bring them onto the property or any communal areas.
5.5.1	<b>*Delete or insert at 5.5.1 as appropriate</b>
	<p>The property is unsuitable for keeping:</p> <ul style="list-style-type: none"> <li>• a dog or dogs</li> <li>• a cat or cats</li> <li>• any other animal or animals apart from small non-poisonous domestic pets kept in cages or containers e.g. fish, hamsters, non-poisonous reptiles or insects.</li> </ul> <p>For so long as section 12 of the Allotments Act 1950 is in force, you may have a statutory right to keep rabbits and hens in the property provided that they do not cause a nuisance to any other person and provided that they do not pose a risk to health or safety. At the time of signing this Agreement, you have our consent to keep the following animal(s) at this property.</p> <div data-bbox="306 1559 766 1653" style="border: 1px solid black; height: 40px; width: 100%;"></div> <p><b>This consent is subject to the conditions in section 5.5.4.</b></p>
5.5.2	You must not keep any animals at the property without our written permission (which we can vary or revoke - in which case you must as soon as possible remove any animals from the property which are not permitted after such variation or revocation). Permission will be subject to the conditions in 5.5.4.

5.5.3	You must not under any circumstances keep or bring onto the property or any communal areas any animal which is dangerous, poisonous, illegal to possess or which may cause illness or infestation, or any livestock such as ponies, horses, donkeys, cows, pigs, sheep or goats.
5.5.4	<p><b>The conditions for keeping a pet</b></p> <p>If permission is given to you to keep a pet or animal at the property, such permission is subject to the following conditions. Regardless of whether permission is granted or refused, as a term of your Tenancy you must comply with the following requirements (breach of which will also be a breach of your Tenancy).</p> <ol style="list-style-type: none"> <li>a) You agree to check that the Dangerous Dogs Act 1991 or any other law does not prohibit you keeping your pet.</li> <li>b) You agree you are responsible for the behaviour of any pets you own, inside the property and in the locality.</li> <li>c) You agree not to let any dog that you own or that anyone living with you owns to be outside without a lead or unsupervised.</li> <li>d) You agree to take all reasonable steps to prevent any pet causing a nuisance, annoyance or danger to anyone living in, visiting or doing any lawful activity in the locality of the property.</li> <li>e) You agree to take all reasonable steps to supervise and keep any pet under control.</li> <li>f) You agree not to allow any pet to annoy or frighten other people.</li> </ol>



	<p>g) You agree not to breed any animals or birds at the property.</p> <p>h) You agree to take reasonable care to ensure that any pet does not cause mess or damage to: the property, or the property of people living in, visiting or doing any lawful activity in the locality of the property, or any communal areas, or other property that we own or we are responsible for.</p> <p>i) You agree to remove or clean any mess (excrement/urine/vomit) that your pet, or the pets of people living with you, or the pets of anyone visiting you have caused. If we find out that such pet(s) have caused a mess, you agree to remove or clean or pay the cost of removing or cleaning this mess, if we ask you to do so.</p> <p>j) You agree not to keep at the property any quantity or type of animal that we consider unsuitable, given the type, size and location of the property.</p> <p>k) You agree not to keep any animal at the property if you have been prohibited from keeping one.</p> <p>l) You agree to comply with any RSPCA guidance or requirements for the care or welfare of your animals.</p>	<p>5.5.5</p>	<p>If you fail to comply with any of the conditions in 5.5.4 you will be in breach of this Agreement.</p> <p>We may withdraw consent for you to keep animals at this property and may take legal action against you for the breach of tenancy conditions.</p>
		<p><b>5.6</b></p>	<p><b>Property maintenance and preventing damage</b></p>
			<p>You agree to take reasonable care to prevent damage to:</p> <ul style="list-style-type: none"> <li>a) the property</li> <li>b) the decorations and any furniture or floor coverings where we have retained ownership and responsibility for maintaining</li> <li>c) your neighbour's property ('neighbour' includes anyone living in the locality of the property)</li> <li>d) our property, including any grass verges and car parking areas</li> <li>e) the belongings of anyone visiting or otherwise doing any lawful activity in the locality of the property.</li> </ul> <p>For example:</p> <ul style="list-style-type: none"> <li>• Before anyone leaves the property they must check reasonably thoroughly that there is no risk of damage from fire, water, electric or gas supplies in the property.</li> <li>• You must tell us beforehand in writing if you are going to be away and leaving the property empty for more than 28 days.</li> </ul>

	<ul style="list-style-type: none"> <li>You must tell us before you leave if the property is not going to be lived in for some time and there is a risk of water pipes freezing.</li> <li>You, anyone living with you or anyone visiting you, must not park vehicles on grass verges or on other grassed land owned by us.</li> <li>If parking facilities are provided in the area, you, anyone living with you, or anyone visiting you, must use the facilities properly, having due regard and consideration to other road users, and must not cause damage on or to such car parking areas.</li> </ul>
5.7	You agree that while you are the tenant of the property you must make reasonable efforts to heat it using the heating system provided and ventilate it by opening the windows.
5.8	You agree you must keep the inside of the property clean and tidy and in reasonable decorative order and not to allow rubbish and other items to build up in the property. You agree to use any fixtures and fittings responsibly.
5.9	You agree not to keep or store dangerous, offensive or flammable materials at the property, on the communal areas or on any land we own.

<b>5.10</b>	<b>Use of the property</b>
	You agree not to use the property or any communal areas for any immoral or illegal purposes, and not to allow others to use them in this way.
	<p><b>This includes for example:</b></p> <ul style="list-style-type: none"> <li>Possessing or producing controlled drugs</li> <li>Supplying, intent to supply and dealing in controlled drugs</li> <li>Running a brothel, or prostitution</li> <li>Dealing in or handling stolen goods</li> <li>Illegal betting or illegal gambling</li> </ul>
5.11	You agree not to feed or encourage onto the property animals that attract vermin (pests), or cause or are likely to cause nuisance to others or us.
5.12	If the property has a balcony, you agree not to feed birds or encourage them onto the balcony.
5.13	You agree not to throw anything or spit from the window, door landing, balcony or walkway of the property.
5.14	You agree not to use the balcony at the property for hanging out washing if we ask you not to do so.

<b>5.15</b>	<b>Storage and Disposal of Household Rubbish</b>
	<ul style="list-style-type: none"> <li>• You agree to keep designated rubbish containers (wheelie bins, boxes, bags) at the back of the property, if possible, or in a bin store if one is provided. We can decide the proper place for you to store your rubbish and our decision is binding on you;</li> <li>• You agree to take reasonable care to ensure that all your rubbish is properly contained.</li> <li>• You agree to put all household rubbish out for collection using the properly designated rubbish containers;</li> <li>• You agree to return all emptied rubbish containers to their designated place of storage as soon as possible after rubbish has been collected;</li> <li>• You agree to comply with all local council requirements with regard to the storage and collection of rubbish.</li> </ul>
5.16	You agree not to block or attach anything to the service ducts (rubbish chutes) in the property or communal areas.
5.17.1	Except as allowed by section 2.3, you agree:
	<ul style="list-style-type: none"> <li>i) Not to park or allow anyone living with or visiting you to park any vehicle, motorbike, caravan or trailer: <ul style="list-style-type: none"> <li>a) Within the boundary of the property</li> <li>b) On any land we own that is not designated as a car park</li> </ul> </li> </ul>

	<ul style="list-style-type: none"> <li>c) On any public highway so as to cause a nuisance, annoyance, obstruction or inconvenience to others, particularly the emergency services</li> <li>ii) Not to keep or allow to be kept any moped or motorbike inside the property or on any communal areas.</li> <li>iii) Not to keep or allow to be kept any unroadworthy or untaxed vehicle, moped or motor bike inside the property or on any communal areas.</li> </ul>
5.17.2	<p>If under section 2.3 we have given you the right to park a vehicle, caravan or trailer inside the boundary you agree:</p> <ul style="list-style-type: none"> <li>i) That unless there is already a properly constructed hardstanding on site, you will arrange at your expense for a properly constructed hardstanding to be provided, on which to park the vehicle, caravan or trailer.</li> <li>ii) That unless there is already a properly constructed crossing point with a dropped kerb, you will arrange with the Council, at your expense, for a properly constructed crossing point with dropped kerb to be provided.</li> <li>iii) You are responsible for ensuring that any current or future requirements for planning and building regulations are complied with.</li> </ul>

5.17.3	<p>If we have not already given you the right under section 2.3, we may give you permission to park a private motor vehicle or motor bike within the boundary of the property, but:</p> <ul style="list-style-type: none"> <li>• This will be subject to special conditions, and</li> <li>• You must write to us first to ask for and get permission.</li> </ul>
5.17.4	<p>You agree that the only vehicles you can park on a designated car parking area are a private motor vehicle or a motor bike.</p>
5.18	<p>You agree to report any faults or damage to the property to us as soon as they happen.</p>
5.19	<p>You agree to allow our officers, agents and workmen to enter the property at all reasonable times to inspect or do work on the property or adjoining properties, as long as we have given you 24 hours' notice. This enables us to manage the property and deal with any complaints you have or that involve you.</p> <p>You agree that our officers, agents and workmen may enter the property without notice if we believe they need to deal with an emergency that could cause personal injury or damage to the property or adjoining property.</p> <p>You agree to allow our officers, agents or workmen to do any tests, take samples, take photographs or make video and sound recordings as they may reasonably request.</p>

<b>5.20</b>	<p>You agree to give our officers and agents access to the property to allow us to carry out our duties under the Gas Safety (Installations and Use) Regulations 1998 and to inspect electrical installations. You may need to have credit on your meter for us to do this.</p>
5.21	<p>You agree not to leave or store anything or allow anything to be left or stored on:</p> <ol style="list-style-type: none"> <li>a) Any balcony belonging to the property</li> <li>b) Any communal areas or gardens used in connection with the property</li> <li>c) Any land we own in the locality of the property except any areas that have been set aside specifically for storage and that we have given permission for.</li> </ol> <p>You agree not to do anything that obstructs or inconveniences anyone using these storage areas.</p>
5.22	<p>When using the communal areas, you agree to consider the safety and convenience of others and where locks are provided that you must take all reasonable steps to keep the communal areas locked.</p>
5.23	<p>You agree, if the property is part of a supported housing scheme, to comply with any management rules and code of guidance for the scheme, as well as the terms and conditions of this Agreement.</p> <p>You will receive copies of any management rules and code of guidance that apply to your Tenancy.</p>

<b>5.24</b>	<b>Gardens and communal areas</b>
<p>‘Communal areas’ include any part of the communal stairways, entrance steps, doors and doorways, entrance halls, passages, bin chutes, accesses, yards, gardens, outhouses, bin areas, cellars, balconies, drying areas, loft spaces, green spaces and courtyards at the back of the building, and other similar area shared with other tenants or residents.</p> <p>If you have sole use of a garden attached to the property:</p> <ul style="list-style-type: none"> <li>• You agree not to allow the garden to become overgrown and untidy; You agree to cultivate it as a garden, keeping any lawns and hedges trimmed and flowerbeds weeded and pruned. If you fail to do this, we can decide what work needs to be done to comply with this condition, and tell you what you must do and by when. If you fail to do the work, we may do it and charge you the cost, as well as the cost of any legal action we may take; You agree not to plant Leylandii;</li> <li>• You agree not to plant Laburnum, or any other similar poisonous tree or shrub or any pernicious weeds or plants e.g. Japanese Knotweed. You must tell us if you find any plants of this nature and you must let us (or the council) take whatever action is needed to get rid of them;</li> <li>• You agree not to plant any tree within 4 metres of any building or outhouse;</li> </ul>	

	<ul style="list-style-type: none"> <li>• You agree to restrict the height of boundary hedges and fences to the height set by planning regulations. If you exceed the regulated height you will be in breach of planning regulations as well as being in breach of this Agreement.</li> </ul>
	<p>The height restrictions are:</p> <ol style="list-style-type: none"> <li>1. Front boundary hedges or fences – no higher than 1.0 metre</li> <li>2. Rear boundary hedges or fences – no higher than 2.0 metres You agree not to carry out substantial structural landscaping works to the garden without first getting our written permission. Permission will not be unreasonably withheld provided the works and completed landscape do not put you, anyone living with you, your neighbours, or visitors and other property at risk;</li> </ol> <ul style="list-style-type: none"> <li>• You agree not to construct a pond in the garden without first getting our written permission. Permission will not be unreasonably withheld but there might be conditions and/or restrictions imposed;</li> <li>• You agree not to remove, chop down or destroy any bushes, hedges, trees or fencing that forms a boundary structure without first getting our written permission;</li> <li>• You agree not to light any ‘Bonfires’ in the garden;</li> <li>• You agree not to light any fires to burn rubbish, garden waste or any other items at the property.</li> </ul> <p><b>Section 5.15 details how rubbish should be stored and disposed of.</b></p>

5.25	<ul style="list-style-type: none"> <li>If you have a garden, you must keep it tidy and free from weeds, rubbish and animal waste. This includes cutting your lawns and trimming hedges and shrubs.</li> <li>You may use shared gardens for normal recreational purposes, but not for any activities that may annoy other tenants or neighbours. You must not allow children to play in the shared communal areas.</li> <li>You may not plant trees, shrubs or hedges which grow more than 2 metres high without first getting our permission in writing. If you plant any of these without our permission, we may remove them and charge you for the cost.</li> <li>You must not remove, destroy or chop down any bushes, hedges, trees or fencing without our written permission.</li> <li>You (or anyone living with you or visiting the property) must only put household rubbish in containers provided by the council or in bin bags. You must not allow rubbish to build up in the property, garden or shared areas, whether or not it is in bin bags.</li> <li>You must not light fires to burn rubbish, garden waste or any other items at the property.</li> </ul>
5.26	<ul style="list-style-type: none"> <li>You or anyone living in the property must cooperate with us and your neighbours to keep any shared areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens and parking areas) clean, tidy and clear of obstruction.</li> </ul>

	<ul style="list-style-type: none"> <li>You or anyone living in the property must not interfere with security or safety equipment in shared blocks of flats or sheltered housing schemes. You must not jam open shared entrance doors and you must not let strangers in.</li> </ul>
5.26	<p>You must not interfere with any security and safety equipment for the property, or wedge open communal doors. You must co-operate with any security staff acting on our behalf.</p>
5.27	<p>You must not use or interfere with any electricity supplies in communal areas.</p>
5.28	<p>You must not allow anyone access through doors leading to the communal areas unless they are your visitor or a member of the emergency services.</p>

# 6.0 Your community responsibilities

All tenants are entitled to peaceful enjoyment of their home. To help ensure this happens, everybody needs to behave in a neighbourly way. That doesn't mean you have to be good friends, but it does mean you must keep to your tenancy conditions and show consideration towards others. Your neighbours may have different values and lifestyles from you, so it's important to allow for this and give others the freedom to live the way they choose.

You are responsible for your actions and for the actions of anyone who is living with you, visiting you or visiting anyone who is living with you at the property and if any of those

people do any of the things described in this part of this Agreement then you will be in breach of these terms of your Tenancy.

If you cannot resolve a disagreement with a neighbour, we can help. However, we will act quickly when there has been a breach of the conditions of this Agreement, or any instance of harassment or victimisation. Where necessary, we will seek to enforce your responsibilities under this Agreement, including taking court action. We will help/advise you if you report anti-social behaviour. We will look into your complaints and decide what action to take.

<b>You agree not:</b>	
6.1	<p><b>To do anything or allow anything to be done in the property, communal areas or the locality that causes or is capable of causing nuisance or annoyance or harassment to:</b></p> <p>a) anyone living in or visiting the locality.</p> <p>b) anyone engaged in a lawful activity in the locality.</p>
<b>Harassment includes:</b>	
	<ul style="list-style-type: none"> <li>insulting behaviour or language.</li> <li>using or threatening to use violence.</li> <li>using abusive words or behaviour.</li> <li>damaging or threatening to damage another person's home or possessions.</li> <li>writing threatening, abusive or insulting graffiti.</li> </ul>

	<ul style="list-style-type: none"> <li>doing anything that may or does interfere with the peace, comfort or convenience of other people or causes them offence.</li> <li>harassing or assaulting anyone in the property or locality, including for reasons of race, disability, religion, sexuality or sexual orientation, gender, gender reassignment, age, lifestyle or dress.</li> </ul>
<b>Nuisance and annoyance includes:</b>	
	<ul style="list-style-type: none"> <li>making noise that is or can be a nuisance or annoyance. This can include noise from televisions, sound equipment (stereo systems), radios, musical instruments, domestic appliances and power tools.</li> <li>failing to control a pet or allowing it to mess or cause damage to other people's property or our property.</li> </ul>

	<ul style="list-style-type: none"> <li>• allowing any planting, trees, hedges or shrubs to become overgrown, blocking light or access or causing obstruction or trespass</li> <li>• interfering with the peace, comfort and convenience of other people by running a business from the property without consent or breaking any conditions for the consent</li> <li>• allowing people who live with you or your visitors to be noisy or disruptive</li> <li>• using the property or allowing it to be used for an immoral or illegal purpose</li> <li>• playing ball games so as to cause or be likely to cause nuisance or annoyance</li> <li>• vandalising or damaging any part of the communal areas or anything in the locality of the property</li> <li>• leaving rubbish or storing things in places where they are not authorised to be stored</li> <li>• failing to use reasonable control over anyone living with or visiting you</li> <li>• parking any vehicle, motorbike, caravan or trailer inconsiderately</li> <li>• doing work on any type of vehicle, motorbike, caravan, trailer or appliance in a way or place that causes or is likely to cause nuisance and annoyance</li> <li>• using, producing or selling controlled drugs</li> <li>• using or carrying firearms, knives, machetes or other offensive weapons.</li> </ul>
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<b>Prohibited Activities</b>	
6.2	You agree not to do repairs at or in the locality of the property or on the communal areas on vehicles not owned by you or someone living with you. You may only do repairs on your own vehicles, provided this does not cause or would be likely to cause nuisance or annoyance to anyone living in, visiting or engaged in a lawful activity in and in the locality of the property.
6.3	You agree not to bring onto the property, communal areas or areas in the locality of the property any type of firearm, firearm ammunition or any other type of offensive weapon, such as a sword or crossbow, whether legal or not.
6.4	You agree not to damage, deface or put graffiti on the property or other property in the locality. If you do so, you must pay for any repair, replacement or cleaning needed.
6.5	You agree not to make malicious or hoax telephone calls from the property or from any facility in the locality of the property, or use any communication equipment at the property to make or send malicious or offensive material.
6.6	You agree not to break any of the local authority's bye-laws. You can ask at a public library to see copies of these.
6.7	You agree not to allow anyone access through doors leading to communal areas, unless you are sure who they are and why they need access.
6.8	You agree not to smoke in any internal communal areas, for example lifts, corridors or foyers.



6.9	You agree not to take any vehicle or trailer over 1.5 tons into any area in the locality of the property, except for loading or unloading.
6.10	You agree not to cause or commit any act of violence or any form of harassment or intimidation against any member of our staff or anyone authorised to act on our behalf.
6.11	You agree not to make false or malicious complaints about someone else's behaviour.
6.12	You agree not to commit a criminal offence in or in the locality of the property.
6.13	<p>Prohibition of Gang Membership</p> <p>a) You agree not to become a member of a gang;</p> <p>b) You agree not to allow anyone living with you to become a member of a gang;</p> <p>c) You agree not to allow a member of a gang to visit the property.</p>
	<p><b>For the purpose of clause 6.13 a gang is defined as:</b></p> <p>A group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or to gain or to demonstrate status) which is causing significant harm to the community and/or is of cross border concern.</p>

Domestic Abuse	
6.14	a) You (or anyone living with you or visiting the property) must not inflict or threaten violence against anyone who lives with you or lives elsewhere.
	<p>b) You (or anyone living with you or visiting the property) must not harass anyone or use mental, emotional, racist or sexual abuse to make anyone who lives with you leave the property.</p> <p>You may also be required to give up this Tenancy if a court order has been made against you or anyone living with you as a result of violence.</p>

# 7.0 Sub-letting, assignment, exchange and transfer to another property

**Sections 7.1–7.9 only apply to assured (non-shorthold) tenants.**

## Sub-letting

7.1 You must not sub-let any part of the property without getting our written permission first. We may attach conditions to any permission and we may also vary or revoke any permission given (in which case you must take steps to comply with the variation or revocation - including lawfully evicting your sub-tenant if necessary).

‘Sub-letting’ means giving someone exclusive right to live in part of the property in exchange for the rent they pay you. They will usually do their own cooking and cleaning.

- a) Before granting consent we will need you to put the terms of the sub-tenancy in writing. These terms must be acceptable to us. You must tell us the name, age and gender of any person who is residing in the property under any sub-tenancy, both before it is granted and after any changes. If we ask for further information, for example to ensure that any person living in the property is not breaching immigration rules, then you must give us the information we request.
- b) Any tenancy granted of part of the property must be an Assured Shorthold Tenancy within the meaning of Section 19A of the Housing Act 1988 or a contractual tenancy. A contractual tenancy is not an assured tenancy within the meaning of Section 1 of the Housing Act 1988.

7.2 You agree not to sub-let the whole of the property to anyone. If you do, your Tenancy will no longer be assured and we will be able to end the tenancy by giving four weeks’ notice to quit.

## Giving up possession of the property:

7.3 You agree not to give up (part with) possession of the property without following the procedure set out at sections 7.1 above or 7.5 below or for ending your Tenancy (see section 9).

## Lodgers

7.4 You may take in lodgers provided you do not exceed the number of people allowed to live in the property as stated in section 2.4. A lodger is someone who lives with you in the property but doesn’t have exclusive right to any one part of it. You must tell us the name, age and gender of any person who is residing in the property as a lodger. If we ask for further information, for example to ensure that any person living in the property is not breaching immigration rules, then you must give us the information we request. They may get some sort of service from you such as cooking or cleaning. You must always tell us if the number of people living at the property goes up or down. (See also section 3.5 about Housing Benefit.)

## Assignment - transferring your rights in the property

7.5 You agree not to transfer your rights in any part of or the whole of the property (assign them) to anyone else except in the following circumstances:

- a) when completing a mutual exchange (swapping your home with another tenant – see section 7.6)

	<p>b) when assigning the Tenancy to someone who would be qualified to succeed to your Tenancy, under the circumstances as set out in section 91(3)(c) of the Housing Act 1985 as if you were a secure tenant</p> <p>c) by a court order.</p> <p>In any circumstances, you must not assign your rights under the Tenancy without first getting our written permission.</p>
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### Mutual Exchange

7.6	<p>You have the right to assign (lawfully transfer) this Tenancy to another tenant by a mutual exchange as if section 92 of the Housing Act 1985 applied to this Tenancy as modified by the express terms of this Agreement.</p> <p><b>Either:</b> by an exchange with one other tenant (a ‘direct exchange’) <b>or</b> by exchanges involving more than one other tenant (an ‘indirect exchange’) <b>provided the following conditions are fulfilled:</b></p> <p>a) Every tenant taking part in the exchange is a tenant of a qualifying landlord under section 92 of the Housing Act 1985.</p> <p>b) Where required under their tenancy agreement, every tenant has the written consent of their landlord to assign their tenancy to you or to another tenant who satisfies the conditions in section 92.</p> <p>c) Everyone who is party to the exchange satisfies the conditions in section 92.</p> <p>d) You have our written consent.</p> <p>e) You have complied with any reasonable conditions attached to our consent for:</p>
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	<ul style="list-style-type: none"> <li>• paying any rent owing, and</li> <li>• putting right any breach or performing any obligation of the tenancy,</li> <li>• and the exchange will not result in ‘statutory overcrowding’ or the property becoming under-occupied by more than one bedroom.</li> </ul> <p>Ask us if you need to know more about this.</p>
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7.7	We will not refuse consent except on the grounds in Schedule 3 to the Housing Act 1985.
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7.8	Your rights after exchange may change.
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### Transfer to another property

7.9	You have the right to apply for a transfer to another property. We will consider your application using our allocations procedure.
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### Section 7.10 applies only while you are an assured shorthold tenant.

7.10	<p><b>You agree not:</b></p> <p>a) to sub-let the property or any part of it</p> <p>b) to give up (part with) possession of the property without following the procedure for ending your Tenancy (see section 9)</p> <p>c) to take in lodgers</p> <p>d) to assign your Tenancy to anyone else unless you do this in accordance with a court order and with our prior written permission.</p> <p>e) to exchange your Tenancy with another person.</p> <p>While this section 7.10 applies to you as an Assured Shorthold Tenant, the provisions of sections 7.1 to 7.9 will not yet take effect.</p>
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# 8.0 Repairs, improvements, alterations and additions

Our responsibilities	
8.1	<p>We will keep in good repair the outside of the property and its structure, as far as we are in control of the property or any building in which it is situated, including:</p> <ul style="list-style-type: none"> <li>• drains, gutters and pipe work, except where these are the responsibility of the water authority</li> <li>• external structure of the buildings, including roofs, windows and doors</li> <li>• internal structure, including plasterwork, walls, ceilings and floors</li> <li>• chimneys, chimney stacks and flues, but not sweeping these</li> <li>• garages and external stores, where these structures were already in place at the start of your Tenancy</li> <li>• main pathways, steps and means of access</li> <li>• boundary walls and fences, where the wall/fence was already in place at the start of your Tenancy</li> <li>• external painting.</li> </ul>
8.2	<p>We will keep in good repair and proper working order the installations in the property that provide water, gas, electricity, sanitation, space and water heating and any hard-wired smoke alarm that we have provided.</p>
8.3	<p>We will keep in good repair the communal facilities, as far as we are in control of the property or any building in which it is situated) including:</p> <ul style="list-style-type: none"> <li>• TV aerials</li> <li>• hallways</li> </ul>
	<ul style="list-style-type: none"> <li>• staircases</li> <li>• landings</li> <li>• passageways</li> <li>• lifts</li> <li>• doors</li> <li>• lights</li> <li>• handrails</li> <li>• balustrades</li> <li>• door entry systems.</li> </ul>
8.5	<p>We may alter, add to or modernise the property or adjoining premises, and you must allow us or our contractors to have reasonable access to the property to carry out such works.</p>
Your rights and responsibilities	
8.6	<p>You agree to report to us any faults or damage to the property immediately. If someone else causes any malicious damage to the property, you must also report this damage to the Police if we ask you to.</p>
8.7	<p>If you or the people living with or visiting you damage the property or the fixtures or fittings, deliberately or because of neglect, you may have to pay for any repair or replacement. This includes any damage caused by children.</p>
8.8	<p><b>You agree to pay for:</b></p> <ol style="list-style-type: none"> <li>a) the costs of any electrical or other faults or fires you cause.</li> <li>b) the costs of any damage to the property as a result of the lawful execution of a warrant by the Police or other authorised body.</li> <li>c) the costs of any unnecessary call-out you make to our emergency repairs service.</li> <li>d) the costs of us gaining access to the property for you because you have lost or forgotten your keys.</li> </ol>

	<p>e) Any damage caused by you, a member of your family or any other third party to any THG property either wilfully, by neglect, misuse, abuse, and/or unauthorised improvements/modifications.</p> <p>f) Inappropriate use of the repairs system e.g. misrepresentation of a repair as an emergency, or as a result of misuse or failure on behalf of you, a member of your family or any other third party</p> <p>g) A repeated failure to provide access or to cancel appointments within a reasonable time. Any costs associated with wasted time, materials purchased (and not used elsewhere or having to be stored) and legal action being pursued will be charged to you.</p>
8.9	<p>You agree you are responsible for doing certain small repairs. We will tell you what these are, but they may be:</p> <p>a) replacing plugs and chains to baths, sinks and wash basins</p> <p>b) plastering minor cracks in internal walls and ceilings</p> <p>c) refitting doors after laying carpets</p> <p>d) releasing windows stuck after internal painting</p> <p>e) replacing electric light bulbs, plugs and fuses</p> <p>f) unblocking sinks, pipes or toilets which have become clogged due to your neglect, e.g. flushing baby wipes or nappies or pouring oil, fat or food waste down plug holes.</p>

	<p>You agree that if you fail to do these repairs, we may give you notice that you must do the repair in a reasonable time. If you do not do so, we may do the work and charge you the costs (including any administration costs)</p>
8.10	<p>You agree you are responsible for decorating inside the property and keeping it in good decorative order.</p>
8.11	<p>You agree you are responsible for repairing, maintaining and replacing any equipment you have installed or any other addition, alteration or improvement you have made. You agree you are also responsible for repairing, maintaining and replacing any non-standard equipment that was fitted by a former tenant where it has been left in the property at your request, including any kind of burglar, smoke or carbon-monoxide alarm. You must make sure that the equipment you buy complies with any legal requirements.</p>
8.12	<p>You agree that if you get a gas cooker removed from the property, you must ensure the pipe is capped or another gas cooker connected by a Gas Safe registered gas fitter approved by the Institution of Gas Engineers and Managers.</p>
8.13	<p>If this Tenancy becomes an Assured (Non-shorthold) Tenancy, you will have the right to make certain additions, alterations or improvements to the property (see section 2.1 for a definition of 'property') but you must get our written permission first.</p>

8.13	<p><b>Additions, alterations and improvements may include:</b></p> <ul style="list-style-type: none"> <li>• building a garage, shed, pigeon loft, fence, greenhouse or structure on any part of the property</li> <li>• attaching anything to or erecting any aerial satellite dish or other communication equipment on the property</li> <li>• building a hardstanding (a driveway or paved area you are going to park on)</li> <li>• removing any tree or hedge that forms a boundary or that you did not plant, or any boundary fence or wall</li> <li>• removing any part of the property, such as walls or our fixtures</li> <li>• erecting or installing anything on the property, any communal parts or on our adjoining property</li> <li>• laying laminate flooring, whether permanently fixed or otherwise</li> <li>• installing hard-wired burglar, smoke or carbon-monoxide alarms (hard-wired means wired into the electricity circuit, not battery operated).</li> </ul> <p>We will only refuse permission for you to make these additions, alterations or improvements if we have good reason to do so. If we refuse permission, we will write to tell you why.</p> <p>If we do grant permission, we may ask you to do the work in a certain way or to a specified standard, or impose other reasonable conditions. For example: We may only give you provisional permission if the nature of the planned work is such that it requires planning permission.</p>
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	You agree that you will be responsible both for obtaining planning permission and for complying with building regulations where these are required.
8.14	<p>You agree that if you make any addition, alteration or improvement to the property without our written consent, or if we consider that the work is unsatisfactory, or if you have failed to obtain planning permission or comply with building regulations where necessary, you will be in breach of this Agreement and that if we ask you to, you must:</p> <p>i) return the property to how it was before, at your own cost, or</p> <p>ii) pay our costs for returning the property to how it was before and allow access to us or our contractors to carry out remedial works.</p>
8.15	You agree that if we ask you to, you must make good any damage you have caused by putting in or taking out your own fixtures and fittings.

# 9.0 Ending your tenancy

This Agreement can be ended in any one of the following ways:

<b>9.1</b>	<b>By you giving notice of termination</b>
	<p>You, with or without any joint tenant, can give us at least 28 days' notice in writing that you wish to end the Tenancy. The last day of the notice period must be a Sunday. We can provide a pre-printed form for you to use if you wish.</p> <p>If you give us proper notice terminating the Tenancy, it cannot be withdrawn or extended even if both parties are in agreement.</p> <p>If you are moving to another property we own or there are other good reasons, we may accept a notice period of less than 28 days, but you must first agree this with us.</p> <p>If only one or some of the joint tenants are giving notice of termination, we cannot accept a period of less than 28 days.</p> <p>If one joint tenant gives us 28 days' notice to terminate, the Tenancy will end after the notice period, whether or not any other joint tenant knows about the notice.</p>
<b>9.2</b>	<b>By written agreement</b>
	<p>By written agreement between you, any joint tenant and us.</p>
<b>9.3</b>	<b>Where the Tenancy is no longer an assured Tenancy</b>
	<p>If the Tenancy stops being an assured Tenancy (for example, if the property stops being your only or main home), we may end the Tenancy in the way set out in section 5.2.</p>

<b>9.5</b>	<b>By selling the property to you</b>
	<p>If you buy the property from us, your Tenancy will end on the date you complete your purchase. Until that date this Agreement remains in force.</p>
<b>9.6</b>	<b>By court order</b>
	<p>You have security of tenure as an assured tenant so long as you occupy the property as your only or main home. We may obtain possession of the property by obtaining a court order on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended), subject to section 5.2 of this Agreement.</p> <p><b>The court will not make an order unless:</b></p> <ul style="list-style-type: none"><li>• we have served on you a notice in writing complying with the Housing Act 1988, or</li><li>• the court considers it just and fair to make an order without a notice.</li></ul> <p>Without prejudice to our rights to terminate the tenancy by Notice to Quit or under Section 21 of the Housing Act 1988 where these are available or under any other legal powers, we shall be permitted to rely upon any and all Grounds for possession specified in Schedule 2 to the Housing Act 1988, including any variations or additions brought into force from time to time and in the future.</p> <p>For information purposes only, a non-exhaustive "plain English" summary of the Grounds referred to above is attached as an Appendix to this tenancy agreement.</p>

	<p>The Appendix indicates the month and year when those Grounds were in force. This is not intended to restrict or limit our ability to rely upon the exact wording of the grounds for possession as varied or modified from time to time, or to prevent us from relying upon new Grounds for possession brought in by legislation enacted or brought into force afterwards.</p> <p>You can obtain further information (including advice on currently applicable legislation) from a Citizens Advice Bureau, Law Centre, Housing Aid Centre, Shelter, or a Solicitor.</p>
<p><b>9.7</b></p>	<p><b>Section 9.7 – applies only to assured shorthold tenants and apply even if you took over the Tenancy under section 10.1 of this Agreement.</b></p>
	<p>In addition to being able to seek possession as set out at section 9.6, as long as the Tenancy is an Assured Shorthold Tenancy we may also seek possession of the property by serving Notice Requiring Possession under Section 21 of the Housing Act 1988. Our policy on the use of Assured Shorthold / Starter tenancies (as the case may be) sets out the circumstances in which we will do this.</p>

<p><b>9.8</b></p>	<p><b>Before Moving out of the property</b></p>
	<p>You agree that before moving out of the property you will:</p> <p>a) leave the property (including the fixtures and any furnishings we have provided), gardens and communal areas in a good, clean and tidy condition</p>
	<p>b) remove all your belongings</p> <p>c) make sure that any family, lodgers and sub-tenants move with you, and give us vacant possession</p> <p>d) allow us or prospective new tenants to inspect the property before you move out, if we first give you reasonable notice</p> <p>e) if we ask you to, remove any fixtures and fittings you have installed and put right any damage caused, to our satisfaction. This applies to work done with or without our consent. If you do not do this, we will recharge you for any work we have to do</p> <p>f) leave the property in good decorative order</p> <p>g) give us your next address for our records</p> <p>h) do any repairs you are obliged to do by this Agreement</p> <p>i) pay for repairs or replacement if any damage has been caused, deliberately or by your neglect</p> <p>You will not have to pay for normal wear and tear.</p>



	<p>j) arrange to have your meters read, turn off your water supply and leave the electrical and gas equipment in a safe condition</p> <p>k) notify the local council tax office, housing benefit office and utility service providers as appropriate, and end your electricity, gas, telephone and any other utility service agreements.</p>
9.9	<p>You agree to return to us all the keys that you or anyone else has for the property by no later than 12:00pm on the Monday immediately after the end of your termination notice period.</p> <p><b>For example:</b></p> <p>If your termination date is Sunday 1 March, you must return all the keys by 12:00pm noon on Monday 2 March.</p> <p>If this is a bank holiday, please return the keys on the first working day after the Bank Holiday when the office is open.</p> <p>You agree to continue paying the rent and service charges until the Tenancy ends or you return the keys, whichever is later. You agree also to ensure you have paid or signed an agreement to pay any debts due to us. If you do not do so, we will take legal action against you to recover the amounts you owe.</p>

9.10	<p>You agree that if any goods are left in the property it will be a breach of this Agreement and that we may remove and dispose of them.</p> <p>We may also take you to court for breach of Tenancy conditions and trespass, or both.</p> <p>We may also do these things if we believe the property has been abandoned (see section 5.2).</p>
<b>9.11 Future housing</b>	
	<p>We may not give you another tenancy in the future if you:</p> <ul style="list-style-type: none"> <li>a) have a history of nuisance or other anti-social behaviour</li> <li>b) still owe rent or other debts</li> <li>c) have not complied with your responsibilities under this Agreement</li> <li>d) do not satisfy the criteria listed in our allocations policy.</li> <li>e) if we do not receive a satisfactory reference from the landlord you are leaving.</li> </ul>

# 10.0 Right of succession

<b>10.1</b>	<b>Right of succession</b>	<p>If you are the sole tenant and did not become the tenant by survivorship (as described above) or by succession (as defined in this Agreement), or by assignment other than by mutual exchange or Court order, and there is no person entitled to succeed to the Tenancy under section 10.1 above, a family member (as defined by Section 113 of the Housing Act 1985) can succeed to this Tenancy upon your death, provided that they lived in the property as their only or main home for 12 months before your death.</p>
	<p>a) On your death, any surviving joint tenant will take over the existing tenancy in their sole name, or in joint names if there is more than one surviving joint tenant, this is known as “survivorship”. Where you become the sole tenant by survivorship then you will be deemed to already be a “successor” for the purposes of your rights under this Agreement and under the Housing Act 1988.</p> <p>OR</p> <p>b) If you are the sole tenant and did not become the tenant by survivorship (as described above) or by succession (as defined in The Housing Act 1988), then:</p> <ul style="list-style-type: none"> <li>• your spouse</li> <li>• civil partner, or</li> <li>• anyone living with you as if they were your husband, wife or civil partner can succeed to the tenancy of the property, provided they lived in the property as their only or main home at the time of your death.</li> </ul>	<p>10.2.1 A person may still be able to have a tenancy of the property under sections 10.6 and 10.7.</p>
		<p>10.4 If more than one person is entitled to succeed to the Tenancy, they should agree which of them will make the claim. If we receive more than one claim and the claimants cannot sort it out within a reasonable time, we may decide which claim to accept.</p>
		<p><b>10.5 Definition of a successor</b></p>
<b>10.2</b>	<b>Right of succession (Non-shorthold tenancy)</b>	<p>You are a ‘successor’ or have become the tenant by succession for the purposes of this Agreement if:</p> <ul style="list-style-type: none"> <li>a) you were originally a joint tenant of the property and became a sole tenant by survivorship (they died);</li> <li>b) you are a person who succeeded to the Tenancy under section 17 of the Housing Act 1988;</li> <li>c) you fall within the definition of successor set out in Section 17(3) of the Housing Act 1988;</li> </ul>
	<p>Taking over the existing tenancy.</p> <p>If this Tenancy becomes an Assured (Non-shorthold) Tenancy then the following additional right of succession applies.</p>	

	<p>d) you became the tenant under the will or on the intestacy of a former tenant of the property (Section 17(2) of the Housing Act 1988)</p> <p>e) you were granted this Tenancy under a right we granted under any Agreement containing provisions similar to section 10 of this Agreement;</p> <p>f) you became the tenant as a result of an assignment where the person (or one of the persons) who assigned this Tenancy to you was already a successor as defined in the Housing Acts 1985, 1988 or in this Agreement.</p>
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<b>10.6</b>	<b>Additional rights</b>
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	<p>We may or may not in our absolute discretion grant a tenancy of the property or of an alternative property to another member of your household who is not entitled to succeed to the Tenancy, for example if:</p> <ul style="list-style-type: none"> <li>• they had lived in the property as their only or main home for 12 months before your death, and</li> <li>• they had been looking after you before your death, or</li> <li>• they have accepted responsibility for your dependants.</li> </ul>
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10.7	<p>In deciding whether to grant a new tenancy of the property or grant a tenancy of an alternative property, we will consider all relevant factors, including the claimant's circumstances and the extent of the housing need in the area.</p>
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# 11.0 Tenant involvement, information and consultation

11.1	Our responsibilities
	<p>We are committed to involving you in the way our services are run and in offering you an opportunity to be involved with the scrutiny of our services.</p> <p>We are also committed to enabling co-regulation with our customers and with our statutory regulators.</p> <p>We will:</p> <ul style="list-style-type: none"> <li>• work closely with the tenant representatives</li> <li>• consult you on anything affecting the management of your home</li> </ul>
11.2	<p>We will ask your views about any of our housing plans if they will greatly affect all tenants or certain groups of tenants – for example we will consult you about modernisation or improvement work planned for your home or your area. We will involve you or your tenants’ group in local housing issues. We agree to give you the right to be consulted as if Section 105 of the Housing Act 1985 applied to your Tenancy.</p>
11.3	<p>You have the right to information from us about:</p> <ul style="list-style-type: none"> <li>• the terms of your Tenancy</li> <li>• our repairing obligations</li> <li>• our policies and procedures on tenant consultation, housing allocation and transfers, equal opportunities and our principles for setting rents</li> <li>• our performance, as laid down by the Housing Regulator.</li> <li>• Annual tenants report</li> </ul>

	<p>We agree to give you the right to information as if sections 104 and 106 of the Housing Act 1985 applied to your Tenancy.</p> <p>We will provide a Tenants Handbook and update it as needed.</p>
11.4	<p>You have a certain rights to access personal information we hold about you in accordance with the General Data Protection Regulation (EU) 2016/679. You may not be able to see personal information that others give us in confidence or in other circumstances set out in the legislation. Any requests for personal information must be made in writing. For further information please see our <a href="#">Privacy Policy</a>.</p>
11.5	<p>In this Agreement, if we have the right to make a decision that is binding on you, we will first consult you and anyone else who may be involved in or affected by that decision. If you fail to respond to our attempts to consult you, we can make decisions about the appropriate action to take, without your comments.</p>

# 12.0 Your right to acquire

<b>12.1</b>	<b>Your right to acquire</b>
	You may also have a statutory (legal) right to acquire the property subject to the law and any regulations made under it.
<b>12.2</b>	<b>More information</b>
	Contact us for more information on the preserved right to buy and the right to acquire.

# 13.0 Acknowledgement of Tenancy

## In signing this Agreement and taking possession of the property

### I ACKNOWLEDGE THAT:

- i) The property is in good and tenable condition as at the date of possession.
- ii) The information I gave when I applied for housing was and still is true and complete. I understand that Together Housing Association can end my Tenancy if I or someone acting for me knowingly or recklessly told a lie or gave wrong information that led Together Housing Association to grant my Tenancy.
- iii) Any further information I may give Together Housing Association or which is provided on my behalf in connection with my Tenancy will be given in good faith and will be accurate and true.
- iv) Together Housing Association can use any information I provide and share it with other relevant agencies or organisations at any time during my Tenancy and after this and any other Tenancy I am offered ends. This includes the disclosure of such information:
  - for administering, managing and terminating this and any other Tenancy I am offered
  - for preventing and detecting crime and fraud
  - for complying with a legal obligation
  - for protecting my vital interests are the vital interests of others
  - in support of the operation of any of your policies and procedures
  - for those purposes set out within the Together Housing Association Privacy Policy.

I have read and understand this Agreement and I agree to keep to the terms of this Agreement and to meet my responsibilities under it.

All tenants should sign below after reading this Agreement.

### Signed by the tenant

Name	Signature	Date

### Signed on behalf of Together Housing Association and in witness to the signature(s) above

Name	Signature	Date

# Appendix - Grounds for Possession

## Summary for information only

Statute / Ground	Summary
Common law	Where permitted by the Housing Act 1988, we have given Notice to Quit which complies with the Protection From Eviction Act 1977.
<b>Housing Act 1988</b>	
Section 21	We have given two months' written notice requiring possession of an assured shorthold tenancy.
<b>Housing Act 1988 - Schedule 2</b>	
Ground 1	[Not applicable – landlord's former home]
Ground 2	You need to leave your home so that a mortgage lender can sell it.
Ground 3	[Not applicable – holiday accommodation]
Ground 4	[Not applicable – fixed term tenancy for student accommodation]
Ground 5	[Not applicable – accommodation for minister of religion]
Ground 6	We (or another person or company from whom we are leasing your home) need possession of your home so that demolition or reconstruction works can be carried out to it, or to the building in which your home is located.
Ground 7	The tenant dies leaving no automatic successor and the tenancy is inherited either under the terms of a will or under the laws on intestacy.
Ground 7A	There has been serious anti social behaviour as described in Ground 7A of Schedule 2 to the Housing Act 1988 (this includes serious housing-related criminal offences, breaches of housing injunctions, breaches of Criminal Behaviour Orders, property closure notices under the Anti-social Behaviour, Crime and Policing Act 2014, and/or breaches of statutory abatement notices).
Ground 8	You owe eight weeks' or two months' rent arrears.
Ground 9	Suitable alternative accommodation is or will be made available.
Ground 10	You have not paid the rent that is due.
Ground 11	You have persistently delayed paying the rent that is due.
Ground 12	Any one or more of the conditions of tenancy have been broken or not performed.

Ground 13	You or anyone living in your home has caused the condition of your home and/or garden to deteriorate.
Ground 14	You or anyone living in or visiting your home have caused or are likely to cause a nuisance or annoyance to anyone in the locality or to our staff or contractors; or been convicted of using your home for immoral or illegal purposes or of an indictable criminal offence carried out at or near your home.
Ground 14ZA	You or an adult residing in your home has been convicted of an indictable offence which took place at a riot in the United Kingdom.
Ground 14A	Your home was occupied by you and your partner and either of you has left because of violence or threats of violence made by one person towards the other (or a member of their family living in your home before they left) and the court is satisfied that they are unlikely to return.
Ground 15	The condition of any furniture provided for use under the tenancy has deteriorated owing to ill-treatment by the you or any other person residing in your home, and if that damage was caused by a lodger or sub-tenant then you have failed to take reasonable steps to evict them.
Ground 16	Your tenancy was granted in connection with your employment by a current or former landlord of your home, and you are no longer employed in that regard.
Ground 17	The tenancy was granted to you as a result of you (or someone acting on your behalf) knowingly or recklessly making a false statement.



#### Head Office

Together Housing Group  
 Bull Green House, Bull Green  
 Halifax HX1 2EB

Together Housing Association Limited, a member of the Together Housing Group. A charitable community benefit society registered in England and Wales at the Financial Conduct Authority with registered number 28687R.