

# AFFORDABLE RENT SECURE TENANCY FOR

Redditch Borough Council



## Welcome to your new home

We want you to enjoy living in your new home and believe it is important that we make it clear from the start of your tenancy agreement what you can expect from us and in turn

what we will expect from you during your tenancy agreement. This document sets out your rights and responsibilities and our responsibilities to you as landlord under your tenancy agreement.

### **What type of tenancy agreement do you have?**

This tenancy agreement is a Secure tenancy agreement under the Housing Act 1985, granted at an affordable rent. This means that the rent you pay to us to live in your home is set at a maximum of 80% of the market rent for a similar property including the provision of services.

### **Our expectations**

We expect you to look after your home and to treat your neighbours in the way you would like to be treated. You must pay your rent and any other charges due under the tenancy agreement on time and keep to the terms of this tenancy agreement. We believe that these are reasonable expectations.

### **What happens to my tenancy if I breach the terms and conditions?**

If you do not keep to the terms and conditions we may seek a possession order to evict you.

It is therefore important that you, your family and your visitors know exactly what is expected whilst you are our tenant. Please read your tenancy agreement carefully and ask us any questions if there is anything you don't understand. If you have any difficulties reading tell us and we will go through the terms with you.

Please also ensure that you keep this tenancy agreement in a safe place as you may wish to look at it if you have a question about it in the future.

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# 1. YOU AND YOUR LANDLORD AGREE

## Energy Efficiency Payments

### 1.1 That:

- you do not have and will not gain any rights of ownership in respect of any part of any **Energy Efficiency System**
- subject to any agreement we have with a third party otherwise, we will be entitled to receive all **Energy Efficiency Payments** (irrespective of whether we or a third party owns the Energy Efficiency System)
- if asked, you shall reasonably assist us to ensure we have the benefit of any Energy Efficiency Payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the Energy Efficiency Payments, confirming that we are so entitled to benefit
- you may use any electricity and/or heat generated by any Energy Efficiency System.

## Reserved rights

### 1.2 We retain the following rights over the **Property** for the benefit of us or any third party authorised by us:

- the right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any Energy Efficiency System in and on the Property (including the right to attach the Energy Efficiency System to the Property and remove any part or the whole of the Energy Efficiency System from the Property)
- the right to change the position of any part of the Energy Efficiency System in or on the Property with your prior consent, which you must not unreasonably withhold
- the right to use all means of reasonable access to and through the Property and the **Building** for access to and from the Energy Efficiency System so that we or any third party authorised by us can exercise the rights set out in this clause
- the right to connect into, use and alter the existing electrical cabling, installations, and other service media within the Property in connection with the use of the Energy Efficiency System for the generation of electricity via the Energy Efficiency System, including exporting electricity or gas to the **Grid**, and the passage or transmission of utilities to and from the Energy Efficiency System and the Property
- the right to support and protection for the Energy Efficiency System from the Property and the Building.

## Third Parties

- 1.3 Nothing in this Tenancy shall give to any other person any benefit or the right to enforce any term of this Tenancy. You and/or your landlord may vary or end this Tenancy without being required to obtain the consent of any other person.

### Rent review

- 1.4 Except where we give you notice of the first change to your Rent under this Tenancy (in which case the first change to your Rent will be as set out) or you agree with us to change your Rent, the Rent will be changed in the following way:

1.4.1 **Rent Review**

- (a) by us at the **Rent Review, Service Review or Other Charges Review** after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*
- (i) *give you at least four weeks' written notice of a Rent Review, Service Review or Other Charges Review; and*
  - (ii) *send you a notice of variation setting out the **Reviewed Rent** and stating the date on which the Reviewed Rent will take effect. The Reviewed Rent shall not take effect until at least four weeks after the notice of variation is sent.*

1.4.2 **Replacement fund**

We may include in the amount of Net Rent a sum of money to be kept towards replacement of any item used in connection with the provision of a Service.

### Changing the Terms of this Tenancy

- 1.5 Apart from any changes in the amount of Rent, the terms of this Tenancy can be changed by either:

- (a) the written agreement of you and us; or
- (b) by us, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. *This means that we will:*
  - (i) *write to you to set out the changes to the Tenancy we wish to make;*

- (ii) *give you a reasonable period of time to make written representations to us about the changes;*
- (iii) *consider any written representations made by you; and*
- (iv) *send you a notice of variation setting out the **New Terms** and stating the date on which the New Terms will take effect. The New Terms shall not take effect until at least four weeks after the notice of variation is sent.*

## Refusing any Reviewed Rent and/or New Terms

- 1.6 If you do not want to continue the Tenancy with the Reviewed Rent or **Varied Terms of Tenancy**, you can end the Tenancy serving a valid notice to quit on us before the Reviewed Rent and/or Varied Terms of Tenancy take effect.
- 1.7 The Reviewed Rent and/or Varied Terms of Tenancy will not take effect if you have served a valid notice to quit on us in accordance with clause 1.6 above.

## Service of Notices

### To serve a notice on you

- 1.8 Any notice which we must serve on you will be validly served if it is addressed to you and posted or delivered to your Home. We may also (in addition) validly serve notices on you electronically where you have given us an email address or other digital address with which we can communicate with you electronically including by way of our online portal.

### To serve a notice on us

- 1.9 You can serve any notice on us if you send or deliver it to us at Redditch Borough Council, Town Hall, Walter Stranz Square, Redditch, B98 8AH. We may also accept service of notices in some circumstances electronically on our online portal. In such cases notices will only be validly served on us once we have acknowledged and confirmed acceptance of such notices in writing.

## Other information

- 1.10 We are subject to any guidance on housing management practice issued by the **Regulator** with the approval of the Secretary of State.

## Our consent

- 1.11 Any reference in this Tenancy to the giving of consent by us requires the consent to be in writing.
- 1.12 Any such consent given by us under this Tenancy may:
  - have reasonable conditions attached to it which you must comply with;
  - be limited to a specific time period; and
  - be withdrawn by us on reasonable grounds by giving you written notice.

## References

- 1.13 All references in this Tenancy to sections and schedules of Acts of Parliament are to be regarded (unless we decide otherwise) as including:
- references to those sections and schedules as amended, varied, replaced, or re-enacted from time to time; and
  - all subordinate legislation made from time to time under that Act of Parliament.

## 2. OUR OBLIGATIONS – WHAT WE MUST DO

### **WE AGREE:**

#### **Possession: letting you into your Home**

- 2.1 To give you possession of your Home at the Start Date.

#### **Right to occupy: allowing you to live in your Home**

- 2.2 Not to unlawfully interrupt or interfere with your right to peacefully occupy your Home.

#### **Insurance: What we will insure**

- 2.3 To insure the structure of your Home and any Energy Efficiency System (but not fixtures and fittings or your personal belongings) against any risks (for example fire) we reasonably believe we need to cover.

#### **Repairs**

- 2.4 In accordance with section 11 of the Landlord and Tenant Act 1985, to:

##### **repair of installations: repairing drains, pipes and similar things**

- 2.4.1 keep in repair and proper working order the installations in your Home provided by or adopted by us for the supply of:

- water;
- gas;
- electricity; and
- sanitation (including basins, sinks, baths and sanitary conveniences)

but not other fixtures, fittings, and appliances for making use of the supply of water, gas and electricity; and

- 2.4.2 keep in repair and proper working order the installations in your Home for space heating and heating water;

##### **repair of structure and exterior of your Home**

- 2.4.3 keep in repair the structure and exterior of your Home including:

- drains, gutters and external pipes;
- the roof, outside walls and external doors and frames;

- chimneys, chimney stacks and flues;
- windows, window catches, windowsills and frames;
- internal walls, floors and ceilings;

**repair of common parts: repairing items in Communal Areas**

2.4.4 where your Home is a flat or maisonette, and the Building is owned or controlled by us, and any disrepair or any installation that does not work affects your enjoyment of your Home or any **Communal Areas**, keep in repair and proper working order the installations for the supply of:

- water;
- gas;
- electricity;
- sanitation;
- space heating;
- water heating,

that directly or indirectly serve your Home in any part of the Building and keep in repair the structure and exterior of the Building.

2.5 To keep in repair and proper working order:

- any Energy Efficiency System; and

where your Home is a flat or maisonette, and the Building is owned or controlled by us, all Communal Areas including:

- entrances;
- hallways;
- stairways;
- lifts;
- passageways;
- electric lighting.

**Repairs we are not responsible for**

2.6 We are not responsible for any **Works** needed to your Home and/or the Property or any Energy Efficiency System which are your responsibility or if they are needed because of any neglect or damage caused to them by the lawful occupiers and/or your visitors and/or **Pets**.

**Data Protection**



- 2.7 As the ‘controllers’ of the ‘personal data’ we hold about you (and other lawful occupiers) we are committed to data protection and upholding your and their rights over your and their data by complying with all relevant data protection legislation. We will process the personal data in your Tenancy in order to manage our landlord and tenant relationship with you including sharing data with our agents and other contractors as necessary. We may process other data for other purposes and that processing is explained in our Privacy Notice which can be found on our website.

### 3. YOUR OBLIGATIONS – WHAT YOU MUST DO

#### **YOU AGREE:**

#### **Possession: Living in the Property**

- 3.1 To move into the Property at the start of the Tenancy and occupy your Home as your only or principal home and to accept it in its current state of decoration at the start of the Tenancy.
- 3.2 To tell us as soon as practicable if you will be away from your Home for more than four weeks in a row. You must make sure that your Home will be looked after and secured while you are away and provide us with your contact details or the contact details of someone else in the local area who can deal with an emergency on your behalf. You must ensure your Rent is paid whilst you are away.

#### **Rent**

- 3.3 To pay the Rent when it is due. Where there is more than one of you, you are all jointly and severally responsible for paying the Rent.

#### **Assignment**

- 3.4 Not to assign the whole or any part of your Home or the Property except in the circumstances permitted by sections 91 and 92 of the Housing Act 1985; *which are where:*
- (a) *you are required to do so by a court order; or*
  - (b) *the assignment is to a person who would be qualified to succeed to the Tenancy if you died immediately before the assignment; or*
  - (c) *you have first obtained our written consent to transfer this Tenancy (by assignment) (which we will not unreasonably withhold) to another tenant by way of a mutual exchange.*

#### **Lodgers and sub-letting**

- 3.5 That you may take in a lodger as permitted by section 93 of the Housing Act 1985 but you must not part with possession or sub-let (including granting any holiday lettings) the whole, or any part of your Home or the Property, except in the circumstances permitted by section 93 of the Housing Act 1985, *which is where you have first obtained our written consent (which we will not unreasonably withhold) to part with possession or sublet part of your Home or the Property.*

### Benefit

- 3.6 To be responsible to find out if you are eligible for **Benefit** to pay some or all of your Rent and to make the application and any renewal application.
- 3.7 If you are entitled to receive Benefit, you will (if legally permitted to do so):
- request in writing that the relevant agency pay the Benefit direct to us
  - agree to give us permission to approach the relevant agency to discuss your claim.
- 3.8 If your circumstances change, you must tell both us and the relevant agency as soon as possible in case the change affects your entitlement to Benefit. If you are overpaid Benefit and the overpayment is lawfully recoverable, we may reclaim this from you.

### Outgoings

- 3.9 To pay all outgoings for the Property for which you are responsible (such as electric gas and water charges).

### Overcrowding

- 3.10 Not to allow your Home to become statutorily overcrowded (as defined in the Housing Act 1985).

### Gardens, driveways and paths

- 3.11 To:
- keep any garden, drive, pathway, path, shed, store, pond, greenhouse, fence, or other structure, which are your responsibility and that form part of the Property, well-maintained and in a good condition. You must ensure that any trees and hedges:
    - are maintained to a reasonable height and condition;
    - do not obstruct any windows, doors or footpaths;
    - do not cause damage to any other property on the **Estate**; and
    - do not grow to interfere with the passage of light, wind and air to any Energy Efficiency System;
  - ensure you do not allow rubbish, disused equipment, household items or other waste to be kept in or around the garden of the Property or in Communal Areas other than in designated receptacles; and

- not remove any tree, hedge, or wall from the garden of the Property or on the Estate without first getting our consent; and
- not install any shed, greenhouse, garage, aviary, cage, or similar structure in the garden of the Property or on the Estate without first getting our consent and any planning permission or any other permissions that may be needed; and
- be responsible with any neighbour for the maintenance of any fencing between your and your neighbours' garden(s).

### Use of the Property

- 3.12 That neither the lawful occupiers nor your visitors, shall operate a business or any other commercial activity at the Property or in the Building or on the Estate without first getting our consent and any planning permission or any other permissions that may be needed.
- 3.13 That neither the lawful occupiers nor your visitors, shall commit, threaten to commit nor support any act of **Terrorism** at the Property, the Building and/or the Estate.
- 3.14 That neither the lawful occupiers nor your visitors shall use or threaten to use the Property, the Building and/or the Estate and/or any other estate owned or managed by us for any illegal, immoral, or unlawful activity.

Examples of illegal, immoral and/or unlawful activities include (but are not limited to):

- selling, supplying, storing, growing and/or possessing illegal drugs (whether or not for your personal use);
- storing or distributing racist material or illegal pornography;
- prostitution;
- storing, possessing and/or handling stolen goods;
- storing, and/or possessing illegal or unlicensed firearms and/or weapons.

### Signs

- 3.15 That neither the lawful occupiers nor your visitors shall put up or display any notice, trade plate or advertisement inside the Property so as to be visible from outside the Property and/or on the outside of the Property and/or on the Estate without first getting our consent.

### CCTV and Other Domestic Surveillance Devices

- 3.16 That neither the lawful occupiers nor your visitors shall erect and fit any **Domestic Surveillance Systems** to the Property, the Building and/or the Estate without first getting our consent.
- 3.17 Any such consent given by us under this Tenancy may have reasonable conditions attached to it which you must comply with, including complying with all relevant data protection legislation and guidance published by the Information Commissioner.

## Nuisance: What you, your friends and family must not do and whose behaviour you must control

3.18 That the lawful occupiers or your visitors will not do, or threaten to do, anything which causes, or is likely to cause, or is capable of causing, a nuisance and/or annoyance to:

- other tenants of properties on the Estate; and/or
- any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us; and/or
- any of our staff or contractors.

3.19 To be responsible for the behaviour of:

- any person, including children and lodgers living in and/or visiting the Property; and/or
- any Pet belonging to the lawful occupiers or your visitors when they are in the Property and/or in the locality and/or in the Communal Areas and/or on the Estate and/or any other estate owned or managed by us.

Examples of behaviour which will or is likely to, or is capable of, causing a nuisance and/or annoyance include (but are not limited to):

- unreasonable noise such as loud music, radios, television, electronic equipment, musical instruments, shouting, screaming, revving car or motorcycle engines, banging on party walls or ceilings, throwing furniture, banging, and slamming of doors and disturbance from do-it-yourself works;
- selling drugs;
- using abusive and/or offensive language;
- playing ball games close to someone else's home;
- vandalising property;
- being violent or threatening violence towards someone.

## Harassment: bullying, pestering and upsetting other people

3.20 That the lawful occupiers or your visitors, will not:

- harass or threaten to harass any person for any reason, including (but not limited to) harassing someone on any of the **Harassment Grounds**; and
- do anything which interferes with, or is likely to interfere with, the peace and comfort of, or cause offence to:
  - any other tenant or a member of his/her household or their visitors;
  - an adjoining occupier;
  - our staff or contractors;
  - any person living in, visiting, or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us

## Domestic violence and/or abuse: Violence and abuse towards your household or people who used to live with you

- 3.21 That the lawful occupiers or your visitors, will not be, or threaten to be, violent and/or **Abusive** towards:
- any other lawful occupier; and/or
  - any current or former partners; and/or
  - their friends and/or family,
- in the Property and/or the Building and/or on the Estate and/or any other estate owned or managed by us.
- 3.22 That if you breach your responsibilities set out in clause 3.21 above, we will seek to take prompt and appropriate legal action against the perpetrator of the Abusive behaviour, whilst aiming to protect any tenancy rights of any victim of Abusive behaviour in your household.

## Access: When you must let us into the Property

- 3.23 To allow us, our employees, agents and/or contractors:
- immediate access to the Property in an emergency; and
  - on giving 48 hours' notice, access to the Property even if there is no emergency to:
    - carry out any inspections at the Property (including electrical inspections and inspections of the condition of the Property and/or any Energy Efficiency System);
    - carry out any Works to the Property, the Energy Efficiency System, or any adjoining homes or to the Building and/or Estate;
    - carry out any of our obligations under this Tenancy or imposed on us by law (including the carrying out of an annual gas safety inspection);
    - provide any Services and/or Other Services under this Tenancy.
- 3.24 That if you do not allow access to us, our employees, agents and/or contractors in breach of your obligations under clause 3.23 above, you shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access within four weeks of us requesting payment from you.
- 3.25 That:
- if you do not allow us access to the Property in accordance with clause 3.23, we may take court action to gain access to the Property
  - in an emergency or where we need to carry out a gas safety inspection, we have a right to enter the Property immediately without giving you notice. In such cases we may need to force immediate access to the Property.

## Pets

3.26 Subject to paragraph 3.27 below, we give you consent to keep a Pet at your Home or the Property as long as the Pet is not a dog that is prohibited under the Dangerous Dogs Act 1991 or classified as dangerous under the Dangerous Wild Animals Act 1976 or any other Pets prohibited in law.

3.27 If your Home is:

- at a **Shared Living Area Scheme**, you must not keep any Pets in the Property without first getting our consent
- a **high-rise flat**, you must not keep any Pets in the Property without first getting our consent
- a **low-rise flat**, you must not keep more than one cat or dog in the Property.

3.28 That if we give you consent to keep a Pet at the Property you agree:

- that the Pet will be looked after properly and kept under control at all times
- that dogs must be kept on a lead at all times in the Building, Communal Areas and/or on the Estate
- that dogs must not enter children's play areas in the Communal Areas and/or on the Estate
- that the Pet will not cause nuisance or annoyance, harm or damage to any other person or property
- not to mistreat or neglect the Pet or keep the Pet in poor or unsanitary conditions or conditions inconsistent with the Pet's welfare
- not to leave the Pet unattended for long periods of time
- that the Pet will not foul in the Building, the Communal Areas and/or the Estate. If the Pet does foul in the Building, the Communal Areas and/or the Estate, you agree to remove the waste and clean the area
- to provide and maintain a suitable living environment for the Pet that does not pose a risk to your Home, the lawful occupiers, your visitors, other animals, or your neighbours
- to ensure that you comply with any legislation applying to the Pet, such as, but not limited to, micro chipping of dogs
- not to keep the Pet for commercial breeding purposes without first getting our written consent and any licences or other permissions that may be needed.

3.29 That if you breach your obligation under clauses 3.26 to 3.28 above, we shall be entitled to:

- impose additional reasonable conditions which you must comply with; or
- withdraw our consent and require you to remove the Pet from your Home or the Property on giving you one week's written notice.

3.30 If we withdraw our consent for you to keep a Pet at your Home or the Property and you fail to remove the Pet on our written request, your breach shall be regarded as a breach of this Tenancy.

## **Communal Areas and facilities**

- 3.31 That the lawful occupiers or your visitors, will keep any Communal Areas in a clean condition; where we provide a cleaning service which you pay for as part of the Net Rent. any areas must still be kept tidy.
- 3.32 That the lawful occupiers or your visitors will use any facilities provided within the Communal Areas (including but not limited to salt and grit, car parks, play areas, laundry facilities, clothes lines, refuse disposal facilities) in a responsible manner, giving due consideration to your neighbours and other users and not blocking access to such facilities nor blocking any refuse disposal facilities.
- 3.33 That neither the lawful occupiers nor your visitors will use the electrical power points in the Communal Areas for your own power supply purposes or for the charging of any items including mobility scooters, unless it has been designated as a communal charging point.
- 3.34 That neither the lawful occupiers nor your visitors will not keep or leave any personal belongings in the Communal Areas. We operate a zero-tolerance policy relating to items left in Communal Areas in the way set out in any specific signage displayed in the Communal Areas.

## **Vehicles**

- 3.35 That neither the lawful occupiers nor your visitors will park any van (under 5.5 metres long), motor car, motorcycle or moped anywhere at the Property, the Building and/or the Estate other than where it is roadworthy taxed and insured and provided it is parked in any:
- private garage granted as part of the Property (if any);
  - designated parking space (where these exist) that we have given you specific or implied consent to use; or
  - shared car park (where these exist).
- 3.36 That the lawful occupiers or your visitors will park with due care and consideration to other road users and pedestrians without obstructing any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways, or other parking spaces on the Estate.
- 3.37 That neither the lawful occupiers nor your visitors will park any van (over 5.5 metres long), caravan, motor home, boat, trailer, lorry, or similar vehicle anywhere at the Property, the Building or on the Estate without first getting our consent.
- 3.38 That neither the lawful occupiers nor your visitors shall carry out any repairs or servicing of any vehicle(s) in the Property, the Building and/or the Estate without first getting our consent.

## **Damage, Maintenance and Decoration**

- 3.39 That you are responsible for Works required to the Property, any Energy Efficiency System the Building and/or the Estate which are not our responsibility and/or result from any damage or neglect caused by the lawful occupiers and/or your visitors and/or

Pets. You can obtain further information on Works required that are your responsibility by contacting us at the address on this Tenancy or electronically on our online portal.

- 3.40 That the lawful occupiers, your visitors or your Pets will not graffiti, deface or cause damage to, and will take every reasonable precaution to prevent damage (including, but not limited to, damage by Pets, frost, fire or explosive materials) to the Property, any Energy Efficiency System the Building and/or the Estate.
- 3.41 To keep the Property in a good and clean condition and to decorate inside your Home as often as is necessary to keep it in reasonable decorative order.

### Improvements, alterations, and additions

- 3.42 Not to make any **improvements** to the Property, any Energy Efficiency System, the Building and/or the Estate, except in the circumstances permitted by sections 97 to 99 of the Housing Act 1985, *which is where you have first obtained our written consent which we will not unreasonably withhold*, and which will be subject to any planning permission or any other permissions that may be needed.

### Interference

- 3.43 That the lawful occupiers or your visitors will not tamper with and/or damage:
- security or safety equipment (such as fire and smoke alarms, any equipment for putting out fires, door entry systems, security gates and closed-circuit systems); and/or
  - anything which supplies or is in connection with the supply of gas, electricity, water or any other services; and/or
  - equipment used for ventilation; and/or
  - any Energy Efficiency System
- in the Property, the Building, or the Estate.

### Reporting repairs: Telling us about any repairs we need to do

- 3.44 To report to us promptly anything which is in disrepair including any Energy Efficiency System which is our responsibility to repair.

### Health and Safety

- 3.45 Not to bring into or keep anything (including substances) in the Property, the Building and/or on the Estate which may or is likely to cause an explosion.
- 3.46 To protect your and other residents' safety and security by:
- complying with any health and safety or fire instructions relating to the Building and/or Communal Areas (including any specific signage displayed in the Communal Areas);
  - closing external, safety and fire doors in and to the Building;
  - controlling and not lending out any key or fob to any Communal Areas;



- not using any extension leads in the electrical power points in the Communal Areas; and
  - not trailing extension leads from the Property into the Communal Areas.
- 3.47 That the lawful occupiers or your visitors will not obstruct or keep or leave rubbish, dangerous materials or belongings which could constitute a health or fire safety risk in the Property or on any Communal Areas and/or on the Estate.

### Failure to carry out Works

- 3.48 That if you breach your responsibilities to carry out Works under this Tenancy, we shall be entitled to either:
- carry out the Works to put right your breach; or
  - serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard, which we will be entitled to inspect.

If we carry out Works to put right your breach because:

- we have inspected the Works you have done in response to a notice from us and they are not to a reasonable standard; or
  - you have not carried out Works in response to a notice from us within the reasonable timescale set out in the notice; or
  - we have decided to carry out the Works to put right your breach
- you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.

This clause applies to Works required resulting from your breach of this Tenancy which includes (but is not limited to) the following clauses:

- maintaining your garden and any trees in your garden (clause 3.11)
- undertaking repairs, maintenance and decoration that are your responsibility (clauses 3.39 and 3.41)
- repairing any damage caused that you are responsible for repairing (clauses 3.39, 3.40 and 3.43)
- undertaking any unauthorised improvements (clause 3.32)
- removing items from and cleaning the Building and/or Communal Areas (clauses 3.28, 3.31, 3.32, 3.34 and 3.47)
- your parking obligations (clauses 3.35 to 3.38) (such Works may include removing your vehicle).

## Title and Planning

- 3.49 You must comply with any obligations concerning the use of the Property in title deeds or in any planning permission, details of which (if any) are attached to this Tenancy at Appendix 1. You must comply with the terms and conditions (other than financial obligations) where those terms concern you and the Property. Where those terms conflict with the terms of this Tenancy, those terms will prevail.

## Temporary vacation of your Home for Works

- 3.50 That where we or our agent acting on our behalf is required to carry out Works to the Property, the Building and/or the Estate, to comply with any of our obligations under this Tenancy or imposed on us by law or otherwise, and the Works cannot reasonably be carried out whilst the lawful occupiers remain in the Property, then you agree that the lawful occupiers will:
- move out of the Property for as long as is necessary for us or our agent to carry out the Works in exchange for us or our agent arranging alternative and temporary accommodation for the lawful occupiers; and
  - move out of the temporary accommodation upon the Works being completed (as to the date of which our or our agent's decision shall be final) and move back into the Property on reasonable notice being given to you by us or our agent.

## Ending your Tenancy

- 3.51 To:
- give us at least four weeks' notice, ending on a Sunday, that you want to end this Tenancy; and
  - allow us with or without prospective tenants to inspect the Property and any Energy Efficiency System before the four week notice period ends; and
  - if you leave before four weeks' notice has been given, to pay the Rent as if you had given four weeks' notice.
- 3.52 To give us possession of the Property at the end of the Tenancy. If you are a joint tenant, a notice to quit signed by one tenant will end the Tenancy even if the other tenant objects.

## Moving out

- 3.53 That on the date which this Tenancy ends (or the following day if your Tenancy ends on a Sunday):
- the lawful occupiers will move out and not leave anyone else and/or any Pets in the Property
  - you will return the keys (and where applicable all the door entry fobs) to the Property to us by 12:00 noon
  - you will leave the Property, any Energy Efficiency System and our fixtures and fittings, in a clean and good condition

- you will leave the Energy Efficiency System at the Property
  - you will remove all furniture, personal possessions (including but not limited to fitted carpets and curtains that belong to you) and rubbish from the Property.
- 3.54 That for any **Period of Unauthorised Occupation**, you must pay us an amount equivalent to the Rent due for that Period of Unauthorised Occupation within four weeks of us requesting payment from you.
- 3.55 That if you do not return the keys (and where applicable all the door entry fobs) by 12:00 noon on the day this Tenancy ends (or on the following day if your Tenancy ends on a Sunday) you will pay to us the reasonable costs of changing the locks to the Property and replacement locks and key(s) within four weeks of us requesting payment from you.
- 3.56 That on the day this Tenancy ends, if you do not:
- remove all personal possessions (including Pets) and rubbish
  - leave the Property (including our fixtures and fittings) and the Energy Efficiency System in a clean and good condition
  - leave the Energy Efficiency System at the Property
- you will pay to us our reasonable costs of storing your goods or carrying out such Works necessary to put right your breach within four weeks of us requesting payment from you.
- 3.57 If you do leave any personal possessions at the Property once the Tenancy has ended we:
- may dispose of them; or
  - shall be entitled (but not obliged) to sell them
- after taking reasonable steps to notify you and giving you a reasonable time to collect them.
- The costs of storage and/or sale of your personal possessions and any Rent or other sums of money owed by you to us under this Tenancy, may be deducted from any sale proceeds.

## 4. YOUR RIGHTS

### YOU AND WE AGREE:

#### Succession

- 4.1 If the Start Date of this Tenancy is on or after 1 April 2012, on your death:
- (a) your rights are set out sections 86A, 88 and 89 of the Housing Act 1985 *and are summarised below:*
    - “(i) any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or*

*(ii) if there is no surviving joint tenant your Partner as long as they occupied your Home as their only or principal home at the time of your death, will become the Tenant by succession as long as you were not a successor as defined in the Housing Act 1985.*

*The law only allows one succession of the Tenancy; or.”*

- (b) if no-one is qualified to succeed to the Tenancy under clause (a) of this Tenancy above, another **Family Member** will become the Tenant by succession in accordance with this clause as long as:
- they occupied your Home with you throughout the period of 12 months at the time of your death
  - they occupied your Home as their only or principal home at the time of your death; and
  - you were not a successor as defined in the Housing Act 1985; and
- (c) if there is more than one Family Member entitled to succeed to the Tenancy under clause (b) above, the Tenancy shall pass to whichever one of them may be agreed between them; or where there is no such agreement, will be decided by us acting reasonably.

4.2 If the Start Date of this Tenancy is before 1 April 2012, on your death, your rights as set out in sections 87, 88 and 89 of the Housing Act 1985 (as were in force prior to 1 April 2012) and are summarised below:

- (a) any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or
- (b) if there is no surviving joint tenant:
- *your Partner; or*
  - *another Family Member as long as they occupied your Home with you throughout the period of 12 months at the time of your death*

*will become the Tenant by succession as long as:*

- *they occupied your Home as their only or principal home at the time of your death; and*
  - *you were not a successor as defined in the Housing Act 1985*
- (c) if there is more than one person entitled to succeed to the Tenancy under clause (b) above, the Tenancy shall pass to the person in accordance with the following:
- *your Partner is preferred over another Family Member;*
  - *if there is more than one Family Member, whichever one of them may be agreed between them; or where there is no such agreement, decided by us acting reasonably.*

*The law only allows one succession of the Tenancy.*

## Assignment and mutual exchange

- 4.3 You have the right to assign the whole or any part of your Home or the Property (including the right to assign the Tenancy by way of a mutual exchange) only in the circumstances permitted by sections 91 and 92 of the Housing Act 1985.

### **Lodgers**

- 4.4 You have the right to take in a lodger in accordance with section 93 of the Housing Act 1985.

### **Sub-letting**

- 4.5 You have the right to part with possession or sublet (including granting holiday lettings) part of your Home or the Property only in the circumstances permitted by section 93 of the Housing Act 1985 *which means only where you have first obtained our written consent.*

### **Repairs**

- 4.6 You have the right have repairs carried out to your Home in the circumstances permitted by section 96 of the Housing Act 1985.

### **Improvements**

- 4.7 You have the right to make improvements to the Property, any Energy Efficiency System, the Building and/or the Estate only in the circumstances permitted by sections 97 to 99 of the Housing Act 1985.

### **Compensation for improvements**

- 4.8 You have the right to compensation for improvements in the circumstances permitted by sections 99A and 99B of the Housing Act 1985.

### **Information about your Tenancy and about our policies**

- 4.9 You have the right to information about your Tenancy and about our policies as set out in sections 104 and 106 of the Housing Act 1985.

### **Consultation about matters of housing management**

- 4.10 You have the right to be consulted by us on matters of housing management in the circumstances set out in section 105 of the Housing Act 1985.

### **Right to Buy**

- 4.11 You have the right to buy the Property in the circumstances set out in part V of the Housing Act 1985.

## **5. HOW WE MAY END YOUR TENANCY**

### **YOU AND WE AGREE:**

- 5.1 So long as the Tenancy remains a Secure Tenancy we can bring it to an end by getting a Court Order for possession on one or more of the grounds listed in Schedule 2 to the Housing Act 1985, in which case we will give you written notice of seeking possession before starting such possession proceedings (unless a court grants an order that it is just and equitable to dispense with the requirement to serve you with such notice).
- 5.2 If this Tenancy stops being a Secure Tenancy (because for example you stop living in the Property as your only or principal home), we may end this Tenancy by giving you notice to quit.

## Schedule 1

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### Definitions

**You and us** agree the following words shall have the following meanings:

<b>Abusive</b>	includes (but is not limited to) any behaviour which consists of: <ul style="list-style-type: none"> <li>• physical or sexual abuse</li> <li>• violence or threatening behaviour</li> <li>• controlling behaviour including (but not limited to) behaviour designed to: <ul style="list-style-type: none"> <li>○ make a person subordinate and or dependent by isolating them from sources of support</li> <li>○ exploit a person’s resources and capacities for personal gain</li> <li>○ deprive a person of the means needed for independence, resistance and escape</li> <li>○ regulate a person’s everyday behaviour</li> </ul> </li> <li>• coercive behaviour including (but not limited to) assaulting, threatening, intimidating and other forms of abusive behaviour used or designed to harm, punish or frighten a person</li> <li>• economic abuse; including (but not limited to) behaviour that has a substantial adverse effect on a person’s ability to: <ul style="list-style-type: none"> <li>○ acquire, use or maintain money or other property; or</li> <li>○ obtain goods or services</li> </ul> </li> <li>• psychological, emotional or other abuse</li> </ul>
<b>Benefit</b>	means housing benefit, Universal Credit or any alternative replacement scheme
<b>Building</b>	where your Home is flat or maisonette, the building Your Property forms part of, and includes the Communal Areas
<b>Communal Areas</b>	which includes shared communal areas such as (but is not limited to) any stairways, lifts, communal gardens, balconies, landings, washrooms and parking areas
<b>Domestic Surveillance Systems</b>	means any CCTV or video and/or audio surveillance equipment including (but not limited to): <ul style="list-style-type: none"> <li>• video and/or audio surveillance/recording equipment mounted or fixed on the Property</li> <li>• smart doorbells that collect audio and video recordings</li> </ul>
<b>Energy Efficiency Payments</b>	includes (but is not limited to) <ul style="list-style-type: none"> <li>• any benefits arising as a result of the Energy Efficiency System being connected to the Grid and any environmental or renewable benefits (including feed in tariffs and renewable heat incentive payments) relating to the Energy Efficiency System (including any monetary payments)</li> <li>• any payments arising as a result of supplies of electricity and exports of electricity to the Grid from the Energy Efficiency System</li> <li>• any revenue generated in relation to the Energy Efficiency System</li> </ul>



<b>Energy Efficiency System</b>	<p>means any</p> <ul style="list-style-type: none"> <li>• low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology; and</li> <li>• renewable heat technology equipment of fuel source, including ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the Grid, together with</li> <li>• any invertors, meters, monitoring equipment, cabling and other associated media and works; and</li> <li>• any addition or replacement,</li> </ul> <p>that we, or a third party with our permission, may install</p>
<b>Estate</b>	means any land and/or buildings adjoining and/or neighbouring your Home, the Property and the Building and which is owned by us
<b>Family Member</b>	means a member of your family within the meaning of part IV of the Housing Act 1985 and defined in section 113 of the Housing Act 1985
<b>First Period</b>	means the period of time from Start Date to midnight on the following Sunday
<b>Former Occupancy Debts</b>	means rent arrears or other debts or charges owing from a previous occupancy of the Property or from another property owned by us or from another Registered Provider of Social Housing.
<b>Grid</b>	means any distribution system for electricity and/or gas in England as operated by persons licenced by Ofgem
<b>Harassment Grounds</b>	<p>means harassment for any reason including (but not limited to) harassing someone on any of the following grounds:</p> <ul style="list-style-type: none"> <li>• age</li> <li>• disability</li> <li>• gender reassignment</li> <li>• marriage and civil partnership</li> <li>• pregnancy and maternity</li> <li>• race</li> <li>• religion or belief</li> <li>• sex</li> <li>• sexual orientation</li> </ul>
<b>high-rise flat</b>	a flat in a block of flats with 3 or more floors (including the ground floor)
<b>Home</b>	means your house, bungalow, flat or maisonette granted under the terms of this Tenancy
<b>improvements</b>	<p>means any improvements, alterations or additions including (but not limited to):</p> <ul style="list-style-type: none"> <li>• installing central heating or a gas fire;</li> <li>• putting up any radio or television aerial, satellite dish, or alarm;</li> <li>• removal of floor tiles;</li> <li>• installing laminate flooring;</li> </ul>

	<ul style="list-style-type: none"> <li>installing a shower;</li> <li>replacing kitchens/bathrooms</li> </ul>
<b>lawful occupiers</b>	means the people that that will be living in your Home including you, who at the Start Date are listed in the schedule
<b>low-rise flat</b>	a flat in a block of flats with 2 floors or fewer (including the ground floor)
<b>Net Rent</b>	means the amount of money you have to pay to us on a regular basis to live in your Home and for us to provide the Services set out in the Tenancy. The amount of Net Rent you pay may be increased or decreased from time to time in accordance with this Tenancy
<b>New Terms</b>	are the changes we are making to the terms of this Tenancy
<b>Other Charges</b>	is the amount of money you pay to us for providing the Other Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
<b>Other Charges Review</b>	means the time when we will review and change the Other Charges part of your Rent in accordance with sections 102 and 103 of the Housing Act 1985 if there is a change in the Other Services provided to you
<b>Other Services</b>	are the other services which at the Start Date are listed which we will provide to you under this Tenancy for which you pay the Other Charges
<b>Partner</b>	means your husband or wife, a person living with you as your husband or wife, your registered civil partner or a person living with you as your registered civil partner
<b>Period of Unauthorised Occupation</b>	is any period after 12:00 noon on the day this Tenancy ends, which the lawful occupiers and/or anyone authorised by you remain in occupation of the Property
<b>Pets</b>	includes but is not limited to any animal, bird, reptile, insect or fish
<b>Property</b>	means your Home including any fixtures and fittings owned by us and if your Home is a house or bungalow includes any garage, driveway, allocated parking space, outbuilding or garden let under this Tenancy and any paths, hedges and/or fences exclusively for your Home and owned by us. For the avoidance of doubt the Property does not include any Energy Efficiency System that may be fitted to your Home at the Start Date or at any time during the Tenancy or any part of your Home to which any Energy Efficiency System is attached
<b>Regulator</b>	means the Regulator of Social Housing, which is an executive non-departmental public body which regulates registered providers of social housing or any replacement body or bodies which regulate social housing or takes over the substantially the same regulatory and supervisory functions of the Regulator of Social Housing
<b>Rent</b>	means the total of the Net Rent and Other Charges added together, which may be increased or decreased from time to time under this Tenancy and any Former Occupancy Debts
<b>Rent Review</b>	means the time when we will review and change the Rent in accordance with sections 102 and 103 of the Housing Act 1985, which

	will normally be in the April immediately after the grant of this Tenancy and thereafter once a year
<b>Reviewed Rent</b>	means the Rent as varied under this Tenancy at the Rent Review, the Service Review or the Other Charges Review
<b>Second and Subsequent Periods</b>	means the periods of time immediately after the First Period starting on a Monday and thereafter from week to week until the Tenancy is ended
<b>Service Review</b>	means the time when we will review and change the Net Rent part of your Rent in accordance with sections 102 and 103 of the Housing Act 1985 if there is a change in the Services provided to you
<b>Services</b>	are the Services which we will provide under this Tenancy for which you will pay for as part of the Net Rent
<b>Shared Living Area Scheme</b>	a scheme with shared living areas including (but not limited to) lounges, kitchens and laundries
<b>Start Date</b>	means the start date of this Tenancy
<b>Tenancy</b>	means the legal agreement between you and us where we allow you to live in the Home and where both you and us agree to do various things which are set out in the Tenancy
<b>Terrorism</b>	includes (but is not limited to) any action which is <ul style="list-style-type: none"> <li>• designed to influence the government or to intimidate the public or a section of the public; and</li> <li>• made for the purpose of advancing a political, religious or ideological cause; and</li> <li>• the action <ul style="list-style-type: none"> <li>○ involves serious violence against a person</li> <li>○ involves serious damage to property</li> <li>○ endangers a person's life, other than that of the person committing the action</li> <li>○ creates a serious risk to the health or safety of the public or a section of the public</li> <li>○ is designed to seriously interfere with or disrupt an electronic system</li> </ul> </li> </ul>
<b>Varied Terms of Tenancy</b>	means the New Terms
<b>Works</b>	means any works and for example includes but is not limited to installing, maintaining, improving, repairing, replacing, cleaning, clearing, removing and disposing of and/or making good
<b>you</b>	means the tenant(s) of the Property under this Tenancy. This includes joint tenants.

## Schedule 2

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### The Services



## Appendix 1

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### Title and Planning