

(xviii)	Provision of Broadband facilities	£
(xiv)	Provision of furniture and white goods	£
(xx)	Ventilation and Air Conditioning maintenance	£
(xxi)	Lighting Column repair and maintenance	£
(xxii)	Management Fee (for new developments)	£
(xxiii)	Depreciation of Equipment and Plant (but excluding any installations for the supply of water, gas and electricity and for sanitation and for space heating and heating water) and Communal Furniture	£
(xxiv)	Administration Charge (10%)	£
(xxv)	Audit Fees	£
	Total weekly amount payable for Service Charges	£

TOTAL WEEKLY AMOUNT PAYABLE FOR RENT AND SERVICE CHARGES :

This is calculated to include four weeks each year where we do not collect rent. These four weeks coincide with holiday periods notified to you each year. If you want to pay weekly or monthly by direct debit or other method where it is not possible to set up a 48 week cycle we will agree the weekly payment amount with you. **The annual rent will be the same for whatever payment method is agreed between us.**

In this Tenancy Agreement the terms “**Rent**” and “**Service Charges**” refer to all the charges shown above. The amounts can change. The Service Charges are variable and are deemed to be part of the Rent.

4 (A) The tenancy is a (Weekly Periodic) Assured Shorthold Tenancy under the Housing Act 1988. It takes effect on the Commencement Date (this is regardless of the date when this tenancy agreement is signed). It is referred to as a Starter or Assured Shorthold Tenancy in this Agreement.

(1) Subject to (2) below it will automatically convert to a (Weekly Periodic) Assured Tenancy on the Conversion Date;

(2) the tenancy will not automatically convert to a (Weekly Periodic) Assured Tenancy on the Conversion Date where:

- proceedings for possession have begun against you; or
- we have served a Notice under Section 21 of the Housing Act 1988 that we require possession; and
- we issue proceedings for possession within two months of the expiry of the section 21 notice.

4 (B) The tenancy is a (Weekly Periodic) Assured (Non Shorthold) Tenancy (referred in this Agreement as an Assured Tenancy) which takes effect on the Commencement Date.

[Note: Either 4A or 4B must apply. The form of tenancy not intended to be used should be crossed out or deleted]

5 This Tenancy Agreement consists of the **Particulars** of Your Tenancy Agreement and the **Conditions** of your Tenancy Agreement. By signing the Particulars of Tenancy Agreement you agree to be bound by both the Particulars of Your Tenancy Agreement and Conditions of Your Tenancy Agreement. The Conditions of Tenancy referred to are annexed to these Particulars and are called the “Shoreline Conditions of Tenancy 2010”

6 The Commencement Date is Monday [] [] 20[].

7 The Conversion Date [Where 4A applies] is Monday [] [] 20[].

8 You and we agree to be bound by the Particulars of Your Tenancy Agreement and the Conditions of Your Tenancy Agreement.

9 You or we can only change this Tenancy Agreement if we both agree the change in writing. This provision does not apply to (i) changing the amounts charged for rent or service charges or where we introduce new or varied service charges all in accordance with the arrangements set out in the Conditions of Tenancy at Section 6, or (ii) amending the Tenancy Agreement to make it comply with new legislation, or (iii) correcting an ambiguity, error or omission in the Tenancy Agreement where the change required does not take a benefit from you or place on you added costs or obligations. Where we rely on 9 (ii) or (iii) we will consult you on the change by giving you 28 days notice. We will consider any response from you and will then let you know our decision. We will give you a further 28 days notice prior to any change being implemented.

10 **This clause only applies if you occupy sheltered accommodation or accommodation designated as supported accommodation or you agreed to enter a Support Contract as a requirement of your Tenancy Agreement.**

You or a member of your household are entitled to receive housing related support. Full details of the level and extent of such support services and your obligations (including, if applicable, any obligation to pay for it) are set out in a separate agreement (called the Support Contract).

The provision of the service set out in the Support Contract is fundamental to this Tenancy where you were required to enter into it as a requirement of this Tenancy Agreement (you will have signed a specific clause accepting this arrangement within these Particulars at Clause 19 below). If the person receiving such services withdraws from or is in serious breach of the Support Contract or needs a different or more compatible kind of accommodation and/ or support we may take steps to end this Tenancy Agreement in order to recover possession of the property for use by others who need Support Services. We will first offer you suitable alternative accommodation. We will only start proceedings where you have refused a reasonable offer of alternative accommodation.

11 You are in breach of your tenancy conditions if you, or someone acting on your behalf, knowingly make a false statement or give incorrect information which leads to the granting of this tenancy.

12 We agree that where we require you to obtain our written consent before being able to exercise a right under this Tenancy Agreement that we will not refuse our consent unreasonably.

13 Where it is necessary for us to send you any notice and/or court proceedings, the notice and/or court proceedings will have been properly sent by us, either by delivering it by hand to you, leaving it at your home or by sending it to you by post at your home. A notice delivered by one of these methods will be effective either on the day that it was left at our home or the second working day after posting:

- (a) **“your home”** here means your last known address;
- (b) where it is necessary for us to serve any notice on joint tenants the notice will have been properly served on all joint tenants if served on any one of them separately.

14 Any notice sent by you to us under this Tenancy Agreement may be sent by post or delivered to:-

Shoreline Housing Partnership Limited
Registered Office: Shoreline House, Westgate Park, Charlton Street, Grimsby DN31 1SQ
Registered in England and Wales: Number 4997871
Registered Charity Number: 1107876
Tenant Services Authority Registration Number: L4442

This Notice is given to comply with Section 48(1) Landlord and Tenant Act 1987.

15 The dwelling that is the subject of this tenancy is held by Shoreline Housing Partnership in trust for a charity and the grant of the tenancy is a disposition falling within paragraph (a) of Section 36(9) of the Charities Act 1993.

16 a) I / we agree to pay £..... for rent and any other charges (“The Debt”) which I/we owe to Shoreline Housing Partnership from when I/we lived at:

.....

- b) I/we will pay the full amount within seven days or I/we will pay £ per week in addition to my/our current rent until the Debt has been paid.

If there is anything which you do not understand, or would like to be explained further, please contact Shoreline Housing Partnership.

Tenant(s) Signatures: (1)

(2)

Signed on behalf of
Shoreline Housing
Partnership Limited:

17 Charter for Housing Association Applicants and Residents

We are regulated by the Tenant Services Authority and their Charter (or replacement Charter) applies to this agreement. The Charter explains your rights and contains various do's and don'ts that we must comply with. You can get a copy of the Charter from our offices.

18. Tenants Handbook

The Tenants Handbook is referred to by way of information only and does not form part of the contractual terms and conditions of this tenancy agreement.

19. Supplemental - Acceptance of terms for Support Contract*

I/we acknowledge and agree that this tenancy has been offered to me/us on condition that I/we maintain the Support Contract for ()** with ()***. I/we agree that if I/we stop the Support Contract without Shoreline Housing Partnership's consent that this is in breach of the purpose of this tenancy. In these circumstances Shoreline may seek to end the tenancy and provide me/us with alternative accommodation by giving me/us notice under ground 9 of the Housing Act 1988.

Tenant(s) Signatures: (1)

(2)

Note: * Delete or cross out this clause 19 if it does not apply.

If this clause does apply then: ** Insert details of Support Contract/ services to be provided and *** Insert details of service provider

SHORELINE HOUSING PARTNERSHIP LIMITED

SHORELINE CONDITIONS OF TENANCY 2010

Draft

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CONDITIONS OF YOUR TENANCY AGREEMENT

SECTION 1 – DEFINITIONS

The following definitions apply to this Tenancy. More explanation of these definitions may be found in the Tenants Handbook.

"Assured" and "Assured Tenancy"	has the same meaning as set out in Section 1 of the Housing Act 1988. This type of tenancy provides security of tenure-see below;
"Assured Shorthold Tenancy"	has the same meaning as set out in Section 19A of the Housing Act 1988. In this Tenancy it is also referred to as a Starter Tenancy-see below. It provides a limited security of tenure;
"Deed of Assignment"	a legal document which must be completed properly in order to make a mutual exchange of tenancies lawful;
"Demoted"/"Demote"/"Demotion"	refer to an order of court which affects the status and your tenancy rights under Sections 6A and 20B of the Housing Act 1988 as appropriate;
"Domestic Abuse"	any incident of threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) between adults who are or have been intimate partners or family members, regardless of gender or sexuality.
"Exchange"	to swap tenancies with another person;
"Fixtures and Fittings"	all appliances and furnishings in the home including installations for supplying or using gas electric and water;
"Flat"	a one floor property other than a house or bungalow and which forms part of a building;
"Garden"	Includes lawns, hedges, flowerbeds, trees, shrubs, slabbed areas, outside walls and fences within the curtilage (boundary) of the property
"Home"	refers to the property let to you including any garden, garage, outbuilding, fence or wall let with the property but not a garage or garage site which is let to you separately. The boundaries of your home are defined by the physical boundaries of your property at the date of this agreement. It does not include any shared areas;
"Housing Benefit"	is the means tested welfare benefit available to help pay for some or all of your Rent and Service Charges
"Improvement"	any alteration or addition to your home;
"Legislation"	a general term meaning Regulations and Acts of Parliament;
"Lodger"	a person who is not a household member of the family but lives with you regardless of whether a payment is made;

"Maisonette"	a flat with more than one floor;
"Member of your Family"	this includes spouse or partner, including same sex partner, parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative and adopted child;
"Month"	refers to calendar month;
"Neighbours"	your neighbours include people living in the local area, including those who own their own homes, and other landlords' tenants;
"New Tenant(s)"	means tenants granted a tenancy agreement by us since the Transfer Date (21 st March 2005);
"Partner"	means your spouse or someone who lives with you as husband or wife (including same sex partners);
Payment free Week	means the four weeks where rent is not collected if you are paying your weekly rent on a 48 week cycle
"Pets" and "Pet"	includes any animal, reptile, insect, bird or fish;
"Rechargeable Repairs"	means those Repairs that fall outside Shoreline's responsibility to carry out as landlord or which arise as a result of damage, neglect, misuse or abuse whether caused by you, your household (including pets) any visitor to the property, or any other third party. These Repairs are not normally those that arise as a result of normal wear and tear through the duration of a tenancy.
"Registered Provider of Social Housing"	means a landlord registered with the Tenant Services Authority as a provider of social housing and includes housing associations;
"Qualifying Repairs"	are the type of repairs set out in the Right to Repair provisions
"Security of Tenure"	Your right to live in your home. By law, we cannot evict an Assured tenant from a property unless a court grants an "Order for Possession" on ground(s) set out in Schedule 2 of the Housing Act 1988 or by an order of court under the Anti Social Behaviour Act 2003. These are summarised in Section 8 of the Conditions of Your Tenancy Agreement;
"Service Charges"	Services provided by Shoreline as set out in clause 3 of the Particulars and listed in Section 6 clause 4 of the Tenancy Agreement.
"Shared areas"	the parts of the building which all tenants can use, for example, halls, stairways, entrances, landings, bin chutes, shared gardens, lawns and landscaped areas;
"Spouse"	your husband or wife or person you live with as husband or wife (including same sex partner);

"Starter Tenancy"	means an Assured Shorthold Tenancy as defined in Section 19A of the Housing Act 1988. This type of tenancy has limited security of tenure for twelve months but then usually converts to an Assured Tenancy which provides greater security for you, unless we have started possession proceedings against you
"Sublet"	giving another person the right to live in part of your home to the exclusion of you and your family from that part;
"Support Contract"	means a separate agreement setting out any support service that you will receive. In some circumstances the provision of support services will be fundamental to the granting of this Tenancy Agreement;
"Support Services"	means the housing related support services
Tenant Recharge	A payment or other debt owed to Shoreline from the tenant such as a rechargeable repair
"Transfer/Transfer Date"	the transfer in ownership of your home and the whole of North East Lincolnshire Council's housing stock to Shoreline Housing Partnership and the date it took place, namely 21 st March 2005.
"Transferring Tenant"	means (as applicable) a secure or introductory tenant of North East Lincolnshire Council immediately before the Transfer Date who qualified on Transfer to be offered the new assured tenancy agreement for Transferring Tenants;
"Vehicle"	a car, bus, lorry, motorbike, bike, boat, caravan, motorised mobility scooter and so on;
"We, us, our"	Shoreline Housing Partnership;
"Written consent"	a letter from us giving you consent to do certain things;
"Year"	means 52 weeks unless there are 53 Mondays when a Year will mean 53 weeks;
"You"	the tenant, and in the case of joint tenants, any one or all of the joint tenants.

SECTION 2 - YOUR RIGHTS AS A STARTER/ASSURED TENANT

Starter and Assured tenants have the following rights:-

1. Occupation of Your Home

You have the right to live peacefully in your home without interruption or interference from us as long as you keep to the terms of this tenancy agreement. However, we may have to enter your property in certain circumstances, as explained in Clause 8 of Section 7.

2. Security of Tenure

You are a Starter or an Assured tenant with security of tenure as long as your home is your only or principal home. We can only end the tenancy by obtaining a court order on one or more of the ways explained in Section 8 or if Clause 3 (below) applies.

3. If Your Starter or Assured Tenancy Ends

If you stop living in your home as your only or principal home your tenancy will stop being a Starter or an Assured Tenancy. If your tenancy does stop being a Starter or an Assured Tenancy, we may end your tenancy by giving you four weeks notice in writing and obtaining a court order for possession unless you have surrendered your home (we will treat the abandonment of your home as an implied surrender).

4. Right to Consultation

We will consult you on any matter of housing management services and maintenance which is likely to substantially affect you.

5. Right to Information

You have a right to information from us about:

- the terms of this tenancy agreement;
- our responsibilities as landlord;
- our policies and procedures;
- our policy on housing allocation and transfers;
- equal opportunities;
- our principles for fixing rents and service charges;
- our performance as landlord; and
- our arrangements for consultation with you.

Much of this information is available on our website at: www.shorelinehp.com

6. Right of Succession

This is the right for someone to take over the tenancy when you die.

7. Starter Tenants

(i) Joint Tenants' Right to Succession

On your death any surviving joint tenant may take over your Starter Tenancy PROVIDING they occupied your home as their only or principal home at the time of your death. The successor will take over the existing Starter Tenancy in their sole name.

(ii) Right to Succession on Death of Sole Tenant

- (a) On your death your wife, husband or partner (including same sex partner) has the right to take over your Starter Tenancy PROVIDING they occupied your home as their only or principal home at the time of your death. The successor will take over the existing Starter Tenancy in their sole name.
- (b) This right will not be available if you have previously succeeded to this tenancy on the death of the original sole tenant.

(iii) Disputes

If more than one person is entitled to succeed as your wife, husband or partner (including same sex partner) she or he will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide who will succeed to the tenancy.

(iv) Notification of Death of Tenant

The successor or potential successor(s) must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made.

8. Assured Tenants

(i) Joint Tenant's Right to Succession

If you are joint tenants, the surviving joint tenant will take over the tenancy as a sole tenant on condition that they occupied your home as their only or principal home at the time of your death. There are no further rights of succession after this.

(ii) Right to Succession on Death of Sole Tenant

If you are a sole tenant and as long as you are not a successor, the following persons have a right to succeed to this tenancy:

- (a) your spouse or a person living with you as your husband or wife (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death;
- (b) if you have no surviving spouse or partner, we will bring the tenancy to an end under Ground 7 of the Housing Act 1988 and grant a new tenancy to the member of your family (as defined in Section One), who we agree may be entitled to succeed as long as:
 - they occupied your home as their only or principal home; and
 - they lived with you throughout the period of 12 months ending with your death

- where accommodation is specifically designated as supported accommodation or the accommodation is more extensive by way of size or has adaptations that are not required, this contractual right of succession for a family member will only apply where relevant criteria for the accommodation is met. Where eligibility criteria is not met, we will seek possession of the property and offer suitable alternative accommodation.

(iii) Disputes

- (a) If there is more than one person entitled to succeed as your spouse they will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide who will succeed to the tenancy;
- (b) If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim and we will decide to whom we will offer the tenancy. When we have decided we will tell everyone involved the person to whom we will offer the tenancy.

(iv) Notification of Death of Tenant

The successor or potential successor(s) must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made as set out in sub-Clause (iii) above.

(v) Definition of Successor

You are a successor if:

- (a) you were a joint tenant and have become the sole tenant;
- (b) you gained this tenancy as a result of an exchange of tenancies and you were a successor under your original tenancy;
- (c) you gained this tenancy as a result of a court order relating to matrimonial proceedings and your spouse was a successor; or
- (d) you gained this tenancy by a contractual or statutory right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant.

SECTION 3 - ADDITIONAL RIGHTS FOR ASSURED TENANTS

In addition to the rights set out at Clauses 1 to 6 in Section 2 above, Assured Tenants have the following rights:

1. Right to Make Improvements

You may make the type of improvements to your home as listed below, as long as you get our Written Consent and all other necessary approvals (for example, planning consent or Building Regulations approval) beforehand:

- (i) alterations, improvements, additions or removals to the structure, fixtures or fittings of your home (including textured wall or ceiling finishes to any property or laminated flooring to a flat or accommodation designated as Supported Accommodation);
- (ii) alterations, improvements, additions or removals to the electrical, gas or water apparatus systems or equipment for their supply;
- (iii) erecting a telecommunications aerial or equipment longer than 1.5 metres, or a satellite dish.

If you have our consent and start work of this sort, you agree to complete it within a reasonable time (as agreed by us) in accordance with the standard of workmanship and any other conditions which we set. Where the proposed improvements relate to structural, electrical or gas apparatus systems or equipment or works our consent will always be conditional upon the work being carried out by a suitably qualified person/contractor. (This may include an obligation to put your home back into its original condition when your tenancy ends.)

You agree that you will pay us the reasonable cost of any works of re-instatement, or completion of unfinished work, if the work has not been carried out as agreed and within the agreed timescale.

We may also ask your neighbours views when considering an application for improvements or alterations which may affect them.

If you do not comply with all of the conditions for the work being done, we may treat this as a breach of your obligations under this tenancy agreement and start possession proceedings against you under Ground 12 of Schedule 2 of the Housing Act 1988.

2. Right to Compensation for Improvements

If you carry out certain improvements to your home and then your tenancy ends, you may be entitled to some compensation towards the costs of these improvements. This right will be explained further at the time you apply for consent to carry out the works. You can also get further information from our website.

3. Right to Repair and Compensation

Where Qualifying Repairs are not carried out on time by our appointed contractor you have the right to require us to appoint a second contractor to carry out those Qualifying Repairs.

You have the right to receive compensation where this second contractor does not carry out the Qualifying Repairs on time.

Qualifying Repairs and the level of compensation payable by us are set out in a legal document called the "Secure Tenants of Local Authorities (Right to Repair) Regulations

1994". These Regulations may be amended by Parliament from time to time. Full details of these are available on request and are explained further on the Shoreline website.

4. **Right to Assign to a Qualifying Successor**

You have the right to assign your tenancy to a person who would qualify to succeed to the tenancy upon your death. An example of where an assignment is used is where the tenant moves into residential care accommodation leaving a Member of your Family entitled to succeed as tenant (subject to the provisions set out in Clause 8 in Section 2 above).

5. **Right to Exchange**

You have the right to exchange this tenancy with that of another tenant of a Registered Provider of Social Housing or Shoreline Housing Partnership or a Council or a new town as long as you have written consent from us beforehand. We will not refuse this unless we have a good reason to. You will also need to sign a Deed of Assignment to make the exchange lawful. We will provide the Deed of Assignment for you to complete. Any exchange carried out without our written consent and the completion of a Deed of Assignment will be in breach of this tenancy agreement and will be regarded as unlawful.

6. **Preserved Right to Buy**

(i) If you had the right to buy your home before the Transfer Date you continue to have the Preserved Right to Buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993. This right will also apply if:

- You have succeeded to this tenancy under Clauses 8 (Section 2) or Clause 4 (Section 3) above;
- You have exchanged with another of our tenants who had the Right to Buy their home before Transfer.

(ii) You do not have the Preserved Right to Buy your home if:

- You live in sheltered housing or other housing excluded from this legislation (full details available on request)
- You were not a tenant of the Council before Transfer and have become the tenant of this property as a result of a mutual exchange. This does not affect your Right to Acquire.

(iii) You **may** lose your Preserved Right to Buy if you exchange with a tenant of another landlord.

7. **Preserved Right to Buy for Transferring Tenants who exchange with a New Tenant**

(i) The Preserved Right to Buy for Transferring Tenants is protected on an exchange of tenancy with a New Tenant of Shoreline Housing Partnership and applies to this tenancy for the benefit of a Transferring Tenant only unless:

- this tenancy is for designated supported accommodation for older people or other housing excluded by legislation;
- you are not a Transferring Tenant (or a qualifying successor of a Transferring Tenant).

(ii) A Transferring Tenant **may** lose the Preserved Right to Buy:

- on an exchange with a tenant of another landlord; or
- where the Assured Tenancy is Demoted.

8. **Right to Acquire**

You have the Right to Acquire your home under the Housing Act 1996, unless you live in the type of housing excluded by that legislation such as designated supported accommodation for older people or other excluded housing.

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SECTION 4 - OUR RESPONSIBILITIES AS LANDLORD

1. Your Right to Possession

We will not interfere with your right to possession of your home provided you fulfil all of your obligations under this tenancy agreement.

2. Repairs

We will:

- (i) keep the structure and exterior of your home and its installations (including shared areas in the case of flats) in repair. The structure and exterior includes:
 - drains, gutters, sewers and external pipes (except where the drains and sewers are the responsibility of a water company, when defects will be reported to that company);
 - the roof;
 - outside walls, outside doors, windowsills, window catches, sash cords, window frames, including necessary outside painting and decorating;
 - internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards, but not including internal painting and decoration;
 - chimneys, chimney stacks and annual service of solid fuel systems and flues but **NOT** including sweeping;
 - pathways, walkways, hallways, balconies, steps or other means of access;
 - external plasterwork;
 - integral garages and stores;
 - boundary walls, gates and fences, if they exist at the start of the Tenancy or are later erected by us, adjoining footpaths, rights of way, garage accessways or any roads not maintained by the Council and owned by us; and
 - access paths, passageways and alleys owned by us;
- (ii) keep in repair and proper working order the installations provided by us in your home for the supply of water, gas and electricity, for sanitation and for space or water heating. Installations include:
 - basins, sinks, baths, toilets, flushing systems and waste pipes, water pipes, taps (including tap washers) and stop taps;
 - electric wiring including sockets, light fittings and switches;
 - water heaters, fireplaces, fitted fires and central heating installations and gas pipes;
 - rubbish disposal unit (where appropriate);
 - shared fire alarm systems;

- shared door entry systems;
- shared TV/VHF aerial system;
- hard-wired smoke detectors (where applicable)

Please note that where repairs are necessary because of damage caused by you, your family, lodgers and/or visitors you may be recharged the reasonable costs of putting right damage caused as explained in Clause 6(v) Section 7. We also may recover our costs from you for those items where we have indicated that they are subject to a service charge as set out in Section 6 clause 4.

3. **Emergency Repair Service**

We agree to ensure the provision of an emergency repairs service. Full details of the level and extent of this service will be notified to you and may be revised from time to time. Please note that where repairs are necessary because of damage caused by you, your family, lodgers and/or visitors you may be recharged as explained in Clause 6(v) Section 7.

4. **Shared Areas**

We will keep the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and any other shared areas including their electric lighting clean, tidy and in reasonable repair and fit for use by you and other occupiers and visitors to your home where we currently do so.

5. **Consultation**

We will consult you or your representative if you are likely to be substantially affected by any proposed changes in, or additions to, our housing management services and maintenance (other than amounts charged for Rents and Service Charges and/or Support or alarm monitoring charges).

6. **Provision of Information**

We will:

- (i) publish a summary of the rules for deciding priority in allocating housing, including transfers and exchanges;
- (ii) publish information at least annually about tenancies; housing management performance indicators, policies, complaints procedure and details of the Independent Housing Ombudsman.

7. **Data Protection and Access to Personal Information**

The Data Protection Act 1998 (including any amendments made) and our own policies on confidentiality apply to this tenancy agreement and your rights to access personal information.

We will allow you to inspect information about you which is held by us in the form of computerised data. We will also allow you reasonable access to other personal information held about you or members of your family (provided that this shall not apply to information provided to us in confidence by third parties). You may correct or record your disagreement with the information held by us. There may be a charge to cover our costs.

8. **Requests for Consent**

We agree that if you request our consent for anything required by this Tenancy Agreement that we will not withhold consent unreasonably, and if we do refuse our consent we will explain our reasons to you.

9. **Discrimination**

We agree not to discriminate against you or members of your household on grounds of race, ethnic origin, religion, gender, (including reassigned gender), disability or sexual orientation, or any other reason.

10. **Rent Book (or other similar document)**

We will provide you with a Rent Book or other similar document as required by the Landlord and Tenant Act 1985 at the start of your Tenancy.

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SECTION 5 - OUR RIGHTS AS LANDLORD

1. Right to Seek to Recover Possession

We may seek to recover possession of your home in the ways explained in Section 8 below after first giving notice to you of our intention to apply to the Court for an order for possession or we may seek a Demotion of your Tenancy. In extreme cases, we may ask the Court to excuse us from giving notice before starting proceedings. The Court has to agree that it is just and equitable to do so.

2. Right to Access to inspect, repair and improve

We have the right to gain access to your home in the circumstances described in Clauses 8 and 19 of Section 7.

3. Right to Fix Wires etc

We have:

- (i) the right to erect, fit, attach, fix and maintain any wires, poles, brackets, fixtures and fittings in, over or upon your home for the purpose of supplying radio and television diffusion service to any other property;
- (ii) the right to install and maintain or improve in your home and in the shared areas cables, wires, fixtures or other equipment for provision by us of emergency alarm or security systems.

SECTION 6 - YOUR PAYMENTS

1. Payment of Rent and Service Charges

You must pay your Rent and Service Charges when due. If you do not pay your Rent or Service Charges, then we can go to Court to seek consent to evict you. Service Charges are variable. If you have difficulty paying your Rent or Service Charges you should contact us immediately.

2. Changing Your Rent

(i) Unless we and you agree otherwise as set out in sub-paragraph (iii) below, we will increase your Rent on the first Monday in April after the Commencement date by no more than the change in the Retail Price Index (all items) published in the October before your Rent increase ("RPI") plus 0.5 per cent plus £2 per week (the "First Rent Increase"). We will give you at least one month's notice in writing of the increase.

(ii) After the First Rent Increase (or as otherwise agreed) we can (in accordance with Sections 13 and 14 Housing Act 1988) increase your Rent if we give you at least one month's notice in writing of the increase.

You must then pay the full amount shown in the notice unless either we and you agree to an alternative figure or you ask a Rent Assessment Committee to set a Rent for you.

(iii) We reserve the right to decrease your Rent and will notify you of any such proposed decrease in writing. The notice will give at least one month's notice and will invite you to object to it if you are not in agreement to such a decrease. Where no such objection is received from you, the terms of this tenancy agreement will deem that as acceptance.

3. Other Payments

You are responsible for all outgoings relating to your occupation of the property including **where applicable** Council Tax, water rates and gas and electric. You are also responsible for all charges connected to the arrangement, installation and rental of a land telephone line where connection to a Community Lifeline System is a condition of a Support Contract.

4. Service Charges

You agree to pay a variable Service Charge for services which we may provide to you as a tenant during your tenancy. We calculate service charges by apportioning equally the reasonable costs of the provision of those services between the individual properties which benefit from them unless the service is wholly for your benefit in which case you will bear the cost. The following are services for which you agree to pay a Service Charge during the time that we provide them to you during your tenancy:

- (i) Heating and Hot Water – Gas
- (ii) Heating and Hot Water – Oil
- (iii) Water and Sewerage
- (iv) Electricity for Pumps

- (v) Communal Cleaning Services
- (vi) Communal Window Services
- (vii) Communal Electricity
- (viii) Communal Lighting
- (ix) Grounds Maintenance
- (x) Caretaking/Concierge
- (xi) Lift Repairs and Maintenance
- (xii) Maintenance of Emergency Call System
- (xiii) Communal laundry equipment maintenance
- (xiv) Decoration of common rooms (including carpets)
- (xv) Fire alarm and Fire fighting equipment maintenance
- (xvi) Door Entry System Maintenance
- (xvii) TV aerial rental and maintenance/cable or satellite systems
- (xviii) Provision of Broadband facilities
- (xix) Provision of furniture and white goods
- (xx) Ventilation and Air conditioning maintenance
- (xxi) Lighting Column repair and maintenance
- (xxii) Management fee (for new developments)
- (xxiii) Depreciation of equipment and plant (but excluding any installations for the supply of water, gas and electricity and for sanitation and for space heating and heating water) and communal furniture
- (xxiv) Administration charge (10%)
- (xxv) Audit fees

5. Changing Your Service Charge (if this applies)

- (i) You will be asked to pay a Service Charge based on our estimate of the sum we are likely to spend in providing services to you over the coming Year. That will be the Service Charge we will ask you to pay for the year, or for the remainder of the year if you are in the first year of your tenancy.
- (ii) At the same time we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your Service Charge for the coming Year. If we have undercharged you, we will increase your new Service Charge.
- (iii) We will give you a certificate showing what is included in your Service Charge. When you receive your certificate, you have the right, within six months of receiving your certificate, to examine the service charge accounts, receipts and

other documents relating to them and to take copies or extracts from them. We will make a reasonable charge to cover the cost of any copying.

- (iv) We can only make reasonable Service Charges and the services or work we do must be of a reasonable standard. If you believe that your Service Charge is unreasonable (in terms of amount charged or standard of work) you can apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable.

6. Changes to Existing Services

During your tenancy, the services which we provide to you in the list in paragraph 4 above may vary. Before we introduce a new or varied service for you, and/or where we propose to remove a service, we shall write to you first setting out the proposed changes and invite your comments within 28 days. We will take these comments into account before deciding to make any such changes. Once a decision has been made we shall write to you setting out the result of the consultation and our decision and when any changes are to be made.

7. Replacing Provision of Existing Supporting People Services

Where the Administering Authority for the Supporting People Grant have carried out an independent review of the Supporting People Services provided by us and decide that they will no longer make payments of the Supporting People Grant to us we may, after consulting with you, cease to provide the Supporting People Services ourselves. We will take every reasonable step to ensure a smooth transition to enable the alternative external provider to continue to provide the Supported Housing Services you currently receive (where applicable). You will be required to enter into a Supported Housing Services Agreement and Clause 10 in the Particulars of your Tenancy Agreement will apply.

SECTION 7 - YOUR RESPONSIBILITIES AS A TENANT

Starter and Assured tenants have the following responsibilities:

1. Possession

- (i) To live in the property as your only or principal home.
- (ii) To tell us as soon as practicable if you will be away from your home for more than one month so that we know that you have not abandoned your home.

2. Payment

- (i) To pay the Rent and any Service Charges.
- (ii) If you have a joint tenancy you are both jointly and severally responsible for all the payments due and for any arrears. This means that if one joint tenant leaves we can recover all or any of these amounts from the joint tenant who stays in the home. We can also recover them from the joint tenant who leaves. Unless a notice to quit is received from one of the joint tenants (or we have taken steps to end the joint tenancy) the joint tenancy continues whether or not both joint tenants live in the home. This also applies to your other obligations as a tenant.
- (iii) Payment of Rent inclusive of any Service Charges is payable on a Monday being weekly in advance. The total weekly amount payable is calculated to include four weeks each year where we do not collect rent. These four weeks coincide with holiday periods notified to you each year. If you want to pay weekly or monthly by direct debit or other method where it is not possible to set up a 48 week cycle we will agree the weekly payment amount with you. The annual rent will be the same for whatever payment method is agreed between us.
- (iv) If you have arrears of Rent and/or Service Charges, you must pay off the arrears on a weekly basis unless agreed otherwise by us in writing.
- (v) No adjustment by way of a refund will be made if you stop being a tenant before a Payment Free Week.

3. Arrears and Advance Payments

- (i) If you have made any advance Rent payments inclusive of Service Charges (known as credits) or have Rent arrears (or owe any reasonable tenancy re-charges) on your Rent account when you sign this Tenancy Agreement we will:
 - add the amount of any credit you have to your Rent account to the oldest liability first (this is known as crediting your account); or
 - add any arrears you have to your Rent account (this is known as debiting your account).
- (ii) If you leave your present home to become our tenant in another home:
 - we will be entitled to use all Rent payments made on your new home to pay off any arrears on your old home;
 - we will also be entitled to use any Rent credits you have built up on your old home to cover the Rent of your new home; and

- in normal circumstances, we will expect you to clear your existing Rent account before a transfer or exchange of homes can take place.
- (iii) If you have more than one outstanding tenancy re-charge (eg charges for damage caused to your home as explained in Clause 6(v) below as well as Rent arrears) any money paid to us by you may be paid towards the oldest debt first provided that we have told you beforehand.

4. **Nuisance, Discrimination and Other Harassment**

You (or anyone living with you or visiting your home or locality, including children) must not:

- (i) do or incite or allow others to do anything to be done which causes or is likely to cause, a nuisance, annoyance or disturbance to any person living in, visiting or otherwise engaging in a lawful activity in your or their home or the locality;

Examples of nuisance, annoyance or disturbance could include any or a combination of the following acts:

persistent or prolonged playing of loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling of drugs or drug abuse; rubbish dumping; undertaking major car repairs; using DIY tools late at night and/or in the early hours of the morning; playing ball games close to someone else's home; discarding litter; throwing stones; use of air rifles; pellet guns and other projectile devices.

- (ii) commit or incite or allow others to commit any form of harassment on the grounds of race, religion, age, gender, (including reassigned gender), sexual orientation, disability or other status which may interfere with the peace and comfort of, or cause offence to, a person residing, visiting or otherwise engaging in a lawful activity in your or their home or in the locality;

Examples of harassment include:

- behaviour causing alarm or distress;
- racist behaviour or language; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening, abusive, insulting letters or graffiti.

The examples of nuisance, discrimination and other harassment listed in paragraphs 4(i) and (ii) above are not exhaustive or exclusive.

- (iii) inflict violence or threaten violence or any other form of abuse, including domestic, mental or sexual against any other person

An example would be acts which amount to domestic abuse committed against a spouse or partner or other member of the household

- (iv) use or threaten to use violence or abusive or insulting words or behaviour towards any other person, including our employees, agents or contractors or anyone on official business;

- (v) play or allow to be played any musical instrument or operate any other device or equipment so loudly that it causes a nuisance, disturbance or annoyance to neighbours or can be heard outside your home.

5. Use of Your Home

You must:

- (i) use your home as a private dwelling;
- (ii) not overcrowd your home by allowing more people to live there than the permitted number shown in the Rent Book or other similar document;
- (iii) not carry on a trade or business or allow a trade or business to be carried on at your home without getting our written consent beforehand and any necessary planning and other consents where required. If our consent is given and the trade or business disturbs or causes nuisance or annoyance to your neighbours, our consent will be withdrawn;
- (iii) not display any business advertisement, sign or notice on your home without getting our written consent beforehand, which may be withheld at our discretion;
- (iv) not use your home, any shared area or the locality for any illegal, criminal, immoral or improper purposes.

Examples of illegal or immoral purpose includes but are not limited to:

the storage of stolen goods; the cultivation, manufacture or storage of any controlled drug; the supply of controlled drugs or intoxicants to others; the running of a brothel; using the premises as a resort or haven for those committing crime and/or nuisance/annoyance in the locality.

6. Care of Your Home

You must:

- (i) look after your home (including shared areas in the case of flats), in particular you must not place any item or items or allow any item or items to be placed in such a position or to such extent (either inside or outside your home) so that access to and from your home or to and from any neighbouring property or land is obstructed or creates a hazard or risk to health. Examples of failure to look after your home could include but are not limited to:
 - allowing excess clutter to build up;
 - allowing belongings to pile up in front of doors;
 - allowing out of date food or perishables to accumulate;
- (ii) not store in your home (or any shared areas) petrol, liquid petroleum gas or similar combustible or inflammable fuels, other than for immediate use in domestic appliances. (Fuel in a tank of a motor vehicle or lawnmower properly kept on a drive or hardstanding or in an outbuilding is excluded from this provision;)
- (iii) however, if your home is a flat, maisonette or within a sheltered scheme, you agree not to use or store any of the items listed in (ii) above in it, including any shed or store forming part of the building, unless you first obtain our written consent;

- (iv) not store in your home any type of firearm or firearm ammunition, or any replica firearms or dangerous weapons, unless you have a permit;;
- (v) not damage, deface or put graffiti on your home or any part of our property. You will have to pay the reasonable costs for any repair or replacement arising from any damage caused to your home or any other property by your family, visitors, including children or lodgers. These costs may be charged in addition to your Rent and recovered as explained in Clause 3(iii) above;
- (vi) if you occupy a flat, you must co-operate with us and your neighbours to keep any shared areas clean, tidy and clear of any obstructions. This duty must be shared equally between all residents. Failure to comply with this obligation could result in us carrying out this work ourselves and re-charging you for the reasonable costs;
- (vii) not put up any fixtures such as satellite dishes, or television or radio aerials in excess of 1.5 metres long, without getting our written consent beforehand and, where required, planning consent and/or building regulation approval from the Council;
- (viii) if you live in an area classed as an open plan estate you must not erect fencing or any form of structure or extension at the front of your home unless you have first got our consent in writing;
- (ix) take all reasonable steps to prevent damage to your home by fire, frost, the bursting of water pipes or the blocking of drains. The Tenants Handbook contains practical advice on how you can avoid damage of this kind;
- (x) not make false or malicious complaints to us about the behaviour of any other person living in or visiting within the vicinity of your home;
- (xi) not tamper or interfere with equipment for the supply of services or other security and safety equipment. Shared area doors should not be jammed open and strangers should not be let in shared areas without identification.

You will be held responsible for the unreasonable behaviour of every person (including children) living with you or visiting your home or locality. This applies whether you are aware of their behaviour or not.

7. **Decoration and Repairs**

You have a general duty to take reasonable care of your home and any shared areas internally and externally.

You must:

- (i) notify us promptly of any disrepair or defect at your home or the shared areas or in any installation to your home or in the shared areas which are our responsibility;
- (ii) keep the inside of your home in a clean condition and decorate all internal parts of your home as often as is necessary to keep them in reasonable decorative order;
- (iii) pay the reasonable cost of any works of repair or replacement arising from any damage to your home (other than fair wear and tear) caused or permitted by you, your family, your pets, lodgers or visitors, including children. You have a duty to take reasonable care of your home and any shared areas internally and externally.

8. Access

You must:

- (i) allow us, or anyone working for us, including contractors acting on our behalf, reasonable access to all parts of your home. Access will usually be during the daytime, on production of appropriate proof of identity, to inspect the condition of your home or carry out repairs or other works to your home or adjoining property. We will normally give you a minimum of 24 hours notice that we need access, but in an emergency we reserve the right to gain immediate access where it is necessary and proportionate in the circumstances to prevent significant damage to property or serious injury to person(s) (this will always be as a last resort where other attempts to contact you have failed and where we consider that formal legal action to gain access would take too long given the concerns held by us)
- (ii) in accommodation that is designated as supported accommodation for older people we may gain immediate access (by use of the master key which we have) where there are significant concerns which we reasonably hold about your health, safety or well being. This will always be as a last resort where other attempts to contact you have failed and where we consider that formal legal action to gain access would take too long given the concerns held by us for your welfare;
- (iii) Clause (i) above applies to annual tenancy and other technical inspections, and for repairs, maintenance, improvement and other works to your home, including works to installations such as gas, electricity and water. In particular we have a statutory duty to inspect the gas installations. Failure to allow access for servicing of gas installations shall result in court proceedings against you to obtain access. You will be responsible for the reasonable costs of court proceedings if you deny or obstruct access unreasonably. Failure to give us or anyone working for us access for any other purpose set out in this Clause may also lead to court proceedings against you for possession;
- (iv) not obstruct access to your home, either directly (for instance by refusing consent to enter or by cancelling appointments) or indirectly (for instance by accumulation of furniture, personal effects, stored items or unhygienic conditions).

9. Rubbish and unwanted items

You must:

- (i) dispose of rubbish, safely and securely wrapped, in dustbins provided or in refuse sacks placed in the dustbin area, or in refuse chutes where these are provided;
- (ii) dispose of hazardous items such as glass, asbestos or medical products (such as hypodermic syringes or medication) safely, and to contact our offices for advice if necessary;
- (iii) not dump rubbish or unwanted items within the curtilage of your home or on any access or common parts or any open space or amenity land owned or managed by us;
- (iv) keep common parts clean and free from obstructions; and
- (v) not throw any item out of any window, balcony, landing or corridor of your home.

You must not accumulate items either inside or outside your property that are excessive to the space available thus causing health, safety or hygiene hazards

10. **Shared Areas**

If you share any shared areas with other tenants you must:

- (i) keep all the shared areas clean except where we provide a cleaning service and for which a service charge is made;
- (ii) keep them free from obstruction, rubbish and defacement;
- (iii) keep noise in shared areas to a reasonable level to avoid causing a nuisance to others; and
- (iv) not drive or allow your lodger(s) or visitor(s) to drive across or damage footpaths or grassed areas or verges.

11. **Garden**

You must:

- (i) maintain any garden which is part of your home in a reasonable and tidy condition (this requires you to cut your grass and weed your garden regularly);
- (ii) not plant or cultivate any trees, hedges or bushes that may cause damage, nuisance or obstruction. You agree to take responsibility for removing them if they do. (Note: Advice will be given on request);
- (iii) not cut down or remove any tree or hedge (excluding pruning) at your home without getting our written consent beforehand;
- (iv) not encroach on any property which has not been let to you. You must not allow anyone else to encroach on the boundaries of your home either and must report any attempted encroachment to us promptly.

If your garden is overgrown (where either the grass in a lawn or weeds generally exceed a height which would be considered as unkempt or any growth overhangs boundaries or interferes with your home its services or that of any adjoining property) we may clear it and will re-charge you the reasonable costs incurred in doing so.

Under certain circumstances we may give you help with garden maintenance, where you have legitimate difficulties in doing the work yourself.

12. **Fencing**

You must:

- maintain the fencing which is erected by you and is your responsibility to a reasonable standard; and
- not erect walls or fences or alter, move or interfere with existing boundary features without getting our written consent beforehand. If you break this condition we may require you to return the boundary to its original state or we may do the work ourselves and charge you the reasonable costs for it.

13. **Pets**

Any Pet that you keep will be your responsibility in all respects.

Pets can cause a health hazard, annoyance or injury to other people. They can also cause damage to property.

You must take steps to make sure that any of your Pet(s) do not cause a health hazard, annoyance or injury to others or damage to property.

- (i) You must clean up any fouling caused by your Pet.
- (ii) Any structures or works (for example, aviaries, pigeon lofts and ponds) will require our written consent **before** construction. This is to make sure that no danger, nuisance or damage is likely to be caused to you, your neighbours or our property. Any consent we give may include a condition that the structure is removed and/or the property reinstated to its former condition. Such a condition would apply where the tenancy is terminated or where we give reasonable prior notice and reasons for requiring removal and reinstatement works to be carried out.
- (iii) Any structure to keep a Pet which is proved to have been constructed before the Transfer Date will not require our written consent again unless replaced or altered.
- (iv) Any consent given will be withdrawn where your Pet causes a health hazard, annoyance or damage.
- (v) You must not keep any Pets in the property which are classed as dangerous or illegal.
- (vi) Where you live in accommodation that is designated as supported accommodation for older people you must give particular consideration to the suitability of the accommodation with regard to larger or multiple Pets. You must also consider your ability to manage your Pets. Advice will be provided on request. Generally you will be subject to the requirements set out in Clause (vii) following.
- (vii) You must seek our consent if you wish to keep a dog or cat in your home but do not have access to your own garden area. If you live in a flat or designated supported accommodation you may keep dogs and cats as pets provided the overall number of both together does not exceed three in total with a maximum of two dogs and you have access to a private garden

14. **Mobility Scooters**

- (i) You are responsible for storage and charging arrangements for any mobility scooter.
- (ii) We are not obliged to provide storage or charging facilities. However, where such facilities are provided, scooters must be stored in the designated area. In such areas we are not responsible for any loss or damage to your scooter.
- (iii) In no circumstances should scooters be stored in communal corridors or shared areas except where it is a specifically designated area.

15. **Parking**

You must not:

- (i) park on your garden without having:
 - an approved hardstanding; and
 - approved access or pavement crossing.

Approval means consent from us, the Highways Agency and planning consent from the Council (where required);

- (ii) park or allow visitors or lodgers to park on grass verges, other landscaped areas or use estate car parks for any purpose other than parking;
- (iii) obstruct access to any other property, garages, service road or block access for vehicles by the parking of any vehicles by you, your lodgers or visitors;
- (iv) Park or allow visitors or members of your household or lodgers to park on the property or estate car parks or grass verges or landscaped areas any vehicle which is untaxed and does not have a current SORN Notice obtained from the DVLA.

16. **Repair of Vehicles**

You must not carry out repairs to any motor vehicle at your home except repairs to your, or a member of your household's, motor vehicle. Where repairs are carried out, you must:

- (i) carry out the repairs on the driveway of your home or in the garage if you have one;
- (ii) not cause excessive noise, dust or spillage;
- (iii) not cause a nuisance, annoyance or disturbance to your neighbours, visitors or any other person engaged in a lawful activity within the locality;
- (iv) not carry out the repairs in such a manner so as to create a danger to your neighbours, visitors or any other person engaged in a lawful activity within the locality.

17. **Matrimonial and Other Court Proceedings**

You must tell us of any legal proceedings which may result in a court order in respect of your tenancy or rights of occupation.

18. **Assignment, Exchange, Sub-letting and Lodgers**

- (i) You must not assign, exchange, sub-let or part with possession of the whole or part of your home without getting our written consent beforehand. If consent is given, it may be subject to conditions.
- (ii) You may allow anyone to live in your home as a lodger (as long as this does not make your home overcrowded) but you must notify us in writing of the lodgers name as soon as you can after he or she moves in. This does not mean that you can sub-let or give up possession of part of your home, for this you must get our written consent. If you are in receipt of Housing Benefit you must also give details of the lodger to the relevant local authority.
- (iii) Where deterioration of your home or any shared areas is due to the neglect or default of your lodger, sub-tenant or visitor, you are required to take whatever steps as are reasonable for the removal of the lodger, sub-tenant or visitor.

19. How You May End The Tenancy and Move Out

If you wish to end your tenancy, you must:

- (i) give us a minimum of 28 days notice to quit in writing to end on a Sunday. If you are joint tenants, any one of you can end the tenancy and we will decide if any of the other joint tenants can stay in the home. If you change your mind you must formally withdraw your notice to quit in writing no later than the last day of the notice period of 28 days;
- (ii) give us vacant possession of your home and return all the keys by midday on the Monday when your notice to quit has ended. If you install any fixtures, most of these will become our property, which you must not remove when the tenancy ends. If there is an item you wish to take with you, then you should obtain our consent in writing before you remove it. If you remove fixtures, you will be charged the reasonable cost of them being replaced. We may compensate you if you are an Assured Tenant for certain fixtures – see Clause 2 of Section 3 Your Right to Compensation for Improvements;
- (iii) remove all furniture, personal possessions and rubbish;
- (iv) leave your home in repair, reasonable decorative order and in a clean and hygienic condition. You must pay the reasonable costs for repair or replacement if damage has been caused deliberately or by your own neglect or that of anyone living with you or visiting you (including children). You will not have to pay for normal wear and tear. Any items of repair or damage or cleaning required to bring the property back to a lettable standard after you have vacated the property (excepting normal wear and tear) will be charged to you on the basis of reasonable costs incurred;
- (v) when you leave the property you must return keys for all external doors, any window keys, keys for external buildings such as garage , shed , outhouses and where relevant any keys for communal areas and fobs. You will be responsible for replacement costs for any keys not returned.

Where we give you reasonable notice you must allow us access to inspect your home and also to arrange to view it with prospective tenants within the final 28 days of your tenancy.

You will be responsible for meeting all reasonable removal and/or storage charges when items are left in the premises after you have left. We will remove and store them. We will notify you at the last known or any indicated forwarding address and request that you make arrangements to collect the items. If the items are not collected within one month following the giving of this notice to you, we may dispose of the items either by sale or otherwise and you will be liable for the reasonable costs of disposal. The costs of storage and associated other costs may be deducted from any sale proceeds (or the deposit) and if there are any costs remaining they will remain your liability.

SECTION 8 - HOW SHORELINE HOUSING PARTNERSHIP MAY END THE TENANCY

1. Starter Tenants

- (i) If you have a Starter Tenancy it can be brought to an end by a court order for possession either under Section 21 of the Housing Act 1988 or one of the grounds set out in Schedule 2 of the Housing Act 1988.
- (ii) Where we seek to obtain a court order under Section 21 of the Housing Act 1988 we will give you two months notice in writing and details of your right to appeal.
- (iii) We have the right to apply for an injunction to enforce your obligations under this tenancy agreement.

2. Assured Tenants

- (i) If you are an Assured Tenant we can apply to end your tenancy on some but not all grounds which come from Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996.
- (ii) We have the right to apply for an injunction or an order to demote your tenancy under the Housing Act 1988 as amended by the Anti-Social Behaviour Act 2003 (or any replacement Act of Parliament).
- (iii) If we intend to get a court order against you under Schedule 2 of the Housing Act 1988 we will give you at least four weeks' notice in writing unless we are using grounds 12, 14 or 14A when the notice may be less than four weeks. In extreme cases we may ask the court for permission to dispense with any notice before we start any court proceedings. An example of an extreme case is where violence or the threat of violence has occurred and is likely to recur.
- (iv) Where we are using Schedule 2 of the Housing Act 1988 we will rely on the wording set out in the Housing Act 1988 (except for ground 9 which we will rely on as set out below). We will only try to get a court order on Grounds 7,9,10,11,12,13,14,14A,15,16 and 17. The wording provided below summarises the grounds for your information:
 - (a) the tenancy has been inherited under a will or on intestacy but that person is not entitled to succeed to it (Ground 7);
 - (b) where we have offered you suitable alternative accommodation (Ground 9) and we can show that:
 - we intend to demolish your home or restructure the building or part of the building which includes your home and we need your home empty to carry out the work; or
 - your home has special features (which you do not need) for an older or disabled person, and we need your home for someone who needs those special features; or
 - you took over the tenancy as a successor and there are too few people living in your home considering its size. This Clause will not apply where the successor is a spouse or a person living with you as your husband or wife (including same sex partners) where succession leads to underoccupation; or

- you were granted the tenancy with a Support Contract and you no longer require or have stopped receiving such support.
- (c) you have not paid the Rent you owe (Ground 10);
 - (d) there is persistent delay in paying the Rent even if no Rent is owing at the start of court proceedings (Ground 11);
 - (e) you have broken, or failed to keep to any of the conditions of this tenancy agreement (Ground 12);
 - (f) you or anyone living with you has damaged or not looked after your home or its surroundings, or your lodger or sub-tenant has damaged your home and you have not taken all reasonable steps to evict that person from your home (Ground 13);
 - (g) you or anyone living in or visiting your home has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person living, visiting or otherwise engaging in a lawful activity in the locality or you or anyone living in or visiting your home has used your home for an illegal or immoral purpose or been convicted of an arrestable offence in the locality of your home (Ground 14);
 - (h) you lived at your home as a married couple or as a couple living together as husband and wife and one partner has left because of domestic violence and we can show that the partner who has left is unlikely to return (Ground 14A);
 - (i) you or anyone living in your home has damaged any furniture provided for use under the tenancy. Your lodger or sub-tenant has caused damage to furniture provided under the tenancy and you have not taken all reasonable steps to evict that person from your home (Ground 15);
 - (j) we let you your home because of your job and you no longer have that job (Ground 16);
 - (k) you, or someone acting on your behalf, made a false statement to get this tenancy from us (Ground 17).

These are the only Grounds under Schedule 2 of the Housing Act 1988 that we will use to get a court order against you. As long as you keep to this tenancy agreement you have the right to live peacefully in your home without interference from us.

We will not use Grounds 1 to 6 and 8 in Schedule 2 of the Housing Act 1988. Further details of what these are available on request.

3. **Demotion Orders**

- (i) A Demotion Order demotes an Assured Tenancy to an Assured Shorthold Tenancy for a period of at least one year.
- (ii) Where we apply for a Demotion order under Section 6A of the Housing Act 1988 (as inserted by the Anti-Social Behaviour Act 2003) we will give you two weeks' notice in writing unless it is an extreme case. In extreme cases we may ask the court for permission to dispense with any notice before we start any court proceedings.

- (iii) You will be given details of why a Demotion order is or has been sought together with your right to appeal to Shoreline Housing Partnership.
- (iv) If a Demotion order is made you will be given written details of which terms of this tenancy still apply.

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