

# Assured (shorthold) Tenancy Agreement



Plymouth Community Homes Limited  
Princess Court, 23 Princess Street, Plymouth PL1 2EX.  
Tel 0800 694 3101

A charitable Industrial and Provident Society • Registered Number 30637R



**English**  
This information is available in other languages and formats - Please contact: 01752 306281

**Arabic**  
الرجاء الإتصال-هذه المعلومات متوفرة بلغات و أشكال أخرى : 01752 306281

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**Farsi**  
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حاصل: 01752 306281

**French**  
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**Kurdish**  
01752 306281 : نكابه په یوه ندى بکه به-م زانیاریاته مه ن به زمانه الی تریش وشاوازی دیکهئ

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# THIS TENANCY AGREEMENT IS BETWEEN

**Our name and address** Plymouth Community Homes Limited ('we' 'us' or 'our') of Princess Court, 23 Princess Street, Plymouth PL1 2EX.

We are registered with the Tenant Services Authority under section 3 of the Housing Act 1996.

**Name of Tenant** and \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

**Address** in respect of \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ ('your home')

**Description of your home** which comprises \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

**Charitable status** The home that is the subject of this tenancy is held by a charity.

**Payments for your home** The weekly payments for your home at the start of this tenancy are:

(i) rent of £ \_\_\_\_\_

(ii) rent arrears of £ \_\_\_\_\_

payable at £ per week \_\_\_\_\_

**Service charge** \_\_\_\_\_ £ \_\_\_\_\_

\_\_\_\_\_ £ \_\_\_\_\_

\_\_\_\_\_ £ \_\_\_\_\_

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\_\_\_\_\_ £ \_\_\_\_\_

\_\_\_\_\_ £ \_\_\_\_\_

**Supporting People Charge** £ \_\_\_\_\_

**Total weekly payment** £ \_\_\_\_\_

**Permitted number** The maximum number of people allowed to live at your home is \_\_\_\_\_

**The tenancy** This tenancy begins on \_\_\_\_\_ (the **Tenancy Start Date**) for a week and thereafter weekly until brought to an end in accordance with the provisions of this agreement, and it is an assured shorthold tenancy within the meaning of Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) the terms of which are set out in this tenancy agreement.

## Tenancy Conversion

As from the first anniversary of the Tenancy Start Date we may serve a conversion notice on you telling you that this tenancy is to be regarded as an assured (non-shorthold) tenancy. We will normally serve the conversion notice on you, unless before the first anniversary of the Tenancy Start Date:

- We have started proceedings for possession against you, or
- We have served a notice under Section 21(4) of the Housing Act 1988 that we require possession and we issue proceedings for possession within two months of the expiry of this notice.

If we do serve a conversion notice on you, you will receive additional rights effective from that date which are set out in this agreement. The other terms and conditions of this agreement will remain the same.

This Agreement is intended to create an assured shorthold tenancy agreement as defined in Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) and the provisions for recovery of possession by us in Section 21 of the Housing Act 1988 apply accordingly. This condition no longer applies if and when we serve a conversion notice and the agreement becomes an assured non-shorthold tenancy agreement.

## SIGNATORIES

**Signed on behalf of the landlord** \_\_\_\_\_

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

**Signed by the tenant** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If this is a joint tenancy, each Tenant should sign.

**Date** \_\_\_\_\_

We are subject to any guidance on housing management practice issued by the Tenant Services Authority (or any replacement body or bodies which regulate social housing or take over the current functions of the Tenant Services Authority) with the approval of the Secretary of State and this tenancy is one to which that guidance applies.

## SECTION 1 - GENERAL TERMS

It is agreed as follows:

### 1 Payments for your home

1.1 The weekly rent and service and other charges for your home at the start of the tenancy are set out on pages 2 and 3.

1.2 The payment of rent and service and other charges is due in advance on the Monday of each week.

1.3 We will collect rent and service and other charges due under this tenancy over 50 or 51 weeks in each financial year (starting 1st April each year). We will tell you at the start of the year which weeks are "non payment" weeks.

### 2 Rent arrears

If you have any rent arrears and other charges due when this tenancy is granted you agree to pay off those arrears by the weekly instalments shown on page 2. If you do not make the payments, we may start court proceedings to end this tenancy.

### 3 Services

3.1 We shall provide the services set out on page 2 for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on page 2.

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

### 4 Rent increases

4.1 We may increase the rent on the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us.

4.2 After the first rent variation under this tenancy agreement we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the rent by giving you not less than one calendar month's notice in writing. The notice will specify the rent proposed. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum rent

payable for the following year will be the rent so determined.

### 5 Changes in service and other charges

5.1 With effect from the first Monday in April after this tenancy is granted we may increase your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided.

5.2 Each year, we will estimate 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.

5.3 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.

5.4 We will give you a certificate (a written statement of account) showing what is included in your service charge. When you receive your certificate you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying.

5.5 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 the amount charged or standard of work) you may be able to apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable.

## 6 Supporting People Charge (where applicable)

6.1 If we provide you with support services (indicated by a charge for 'Supporting People' services on page 3 of this tenancy agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:

- Maintaining the security of your home.
- Maintaining the safety of your home.
- Standard of conduct required.
- Paying the rent.

- Maintaining your home in an appropriate condition.
- Giving up the tenancy at the appropriate time.
- Contact with others to ensure your welfare.
- Other support services (excluding personal care).

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

## 7 Service of notices

7.1 This condition gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this tenancy agreement, is: Clive Turner, Chief Executive, Plymouth Community Homes Limited, Princess Court, 23 Princess Street, Plymouth PL1 2EX.

7.2 Any legal notice, or any other communication arising from this tenancy agreement, shall be validly served on you if posted or delivered to or left at your home or last known address.

## 8 Altering the agreement

Except for any changes in rent or service charges this tenancy agreement may be altered only with the written consent of both you and us.

## SECTION 2 - OUR OBLIGATIONS

### We agree:

#### 1 Possession

To give you possession of your home at the start of the tenancy.

#### 2 Tenant's right to occupy

Not to interrupt or interfere with your right peacefully to occupy your home except where:

2.1 access is required subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property, or

2.2 we are entitled to possession at the end of the tenancy.

#### 3 Repair of structure and exterior

To keep in good repair the structure and exterior of your home including:

3.1 drains, gutters and external pipes.

3.2 the roof.

3.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating.

3.4 internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration.

3.5 chimneys, chimney stacks and flues but not including sweeping.

3.6 pathways, steps or other means of access.

3.7 plasterwork.

3.8 integral garages and stores.

3.9 boundary walls and fences.

#### 4 Repair of installations

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

4.1 basins, sinks, baths, toilets, flushing systems and water pipes.

4.2 electric wiring including sockets and switches, gas pipes and water pipes.

4.3 water heaters, fireplaces, fitted fires and central heating installations.

#### 5 Repair of common parts

To take reasonable care to keep the common entrance, halls, stairways, lifts,

passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to your home.

#### 6 External decorations

To keep the exterior of your home and any common parts in a good state of decoration.

#### 7 Housing management and information.

7.1 To provide you with information on our housing management policies as required by the guidance issued by the Tenant Services Authority (or any replacement body or bodies which regulate social housing or take over the current functions of the Tenant Services Authority) under the provisions of Section 36 of the Housing Act 1996.

7.2 To let you see the information we keep on file about you or your home if you ask to see it. Information will be made available at reasonable times and reasonable charges may be made for copies. The information you will be able to see will be subject to the law on data protection.

## SECTION 3 - YOUR OBLIGATIONS

### You agree:

#### 1 Possession

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

#### 2 Absence from your home

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

#### 3 Rent

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

#### 4 Outgoings

To meet all outgoings applying to your home including water charges and electric and other costs whether metered or billed.

#### 5 Use of your home

To use your home for residential purposes, as your only or principal home and not to operate any business at your home without our prior written consent. Our consent will not be unreasonably withheld but may be made subject to reasonable conditions.

#### 6 Giving us access

To allow our employees or contractors acting on our behalf access at reasonable times and subject to reasonable notice to inspect the condition of your home or any installations or to carry out repairs or other works to your home or adjoining property (we will normally give at least 24 hours' notice but more immediate access may be required in an emergency). Also when ending your tenancy, to allow access in accordance with condition 21.2 below.

#### 7 Nuisance, harassment and anti-social behaviour

7.1 Neither to cause, nor to allow members of your household or visitors to:

7.1.1 behave, or invite others to behave in a manner which other residents in the locality would consider to be anti-social.

7.1.2 do anything that causes or is likely to cause nuisance, harassment, alarm or distress to anyone in the locality.

7.1.3 do anything that interferes with the peace, comfort or convenience of other people living in the locality.

7.1.4 interfere with security or safety equipment in multi-storey flats or communal blocks of flats or maisonettes or sheltered housing schemes.

7.1.5 leave used needles or syringes in areas where people in the locality may come into contact with them – you must dispose of these safely.

7.1.6 use your home or any communal areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) for any criminal, immoral or

- illegal purpose, including buying, selling or using any illegal drugs, or storing or handling stolen goods.
- 7.1.7 inflict domestic violence or threaten violence against any other person (living with you or living elsewhere).
- 7.1.8 harass or use mental, emotional, racist or sexual abuse to make anyone who lives with you leave your home.
- 7.1.9 harass, or threaten to harass anyone in the locality because of their race, colour, nationality, ethnic origin, sexuality, sex, religion, politics, age, medical condition or disability. Examples of harassment include: racist behaviour or language; using or threatening to use violence; using abusive or insulting words; damaging or threatening to damage another person's home or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of other people.
- 7.1.10 harass or threaten to harass, or use or threaten to use violence towards anyone in the locality, or to our board members, staff, contractors and other agents.
- 7.2 To tackle nuisance and anti-social behaviour, we will apply to the courts to demote tenancies and use acceptable behaviour contracts, anti-social behaviour orders and injunctions. Where appropriate, we will pursue criminal prosecution and/or eviction and/or any other available legal remedies.

## 8 Animals

Neither to, nor allow members of your household or visitors to:

- 8.1 keep any animal which we feel is unsuitable at your home.
- 8.2 keep a cat or cats, or dog or dogs, in a flat or maisonette without exclusive use of a garden unless they are for the purposes of assisting a member of your household who has a disability, such as a guide or hearing dog, or you have our prior written consent such consent not to be unreasonably withheld.
- 8.3 breed any animals for sale or profit at your home.
- 8.4 allow any animal you keep at your home to cause a nuisance to anyone in the locality, including our employees, contractors

and agents. If your animal causes a nuisance we will ask you to remove it from your home.

- 8.5 allow your pets to foul in shared areas or on roads or footpaths or in play areas in the local area. You must remove and dispose of faeces hygienically.
- 8.6 keep more than two cats and two dogs if you live in a house.
- 8.7 keep any animal if you live in a multi-storey, lift access flat, or sheltered flats scheme other than small cage birds (maximum two) or small fish in an aquarium (maximum size 60cm length x 30cm width x 45cm depth).

## 9 Inflammable materials

Neither to, nor allow members of your household or visitors to store inflammable materials, including

liquids, or gas in the property or in the garden unless such materials are reasonably required for domestic use.

## 10 Internal decoration

To keep the interior of your home in good and clean condition and to decorate all internal parts of your home as often as is necessary to keep them in good decorative order.

## 11 Minor repairs

To carry out minor repairs (including replacements where necessary) to your home, its fixtures and fittings and appliances, including:

- 11.1 glass replacement (where the damage has been caused by you, members of your household or visitors to your home).
- 11.2 lost keys.

11.3 repairs to catches to internal doors and internal door furniture.

11.4 replacing loose or broken WC seats.

11.5 sink and bath plugs.

11.6 pipe insulation.

11.7 gas and electrical cookers, connections and other tenant appliances. All works to such appliances and their connections to be undertaken by a competent, qualified person. A competent and qualified person could be for example, a GAS SAFE REGISTER approved gas engineer or a NICEIC approved electrical contractor.

11.8 electrical trips or rewiring fuses or replacing lamps or bulbs.

11.9 smoke detector batteries.

11.10 telephones and telephone connections.

11.11 mould growth, unless caused by a defect for which we are responsible.

11.12 damaged or missing tiles to hearth or surrounds.

## 12 Balconies and window ledges

Neither to, nor allow members of your household or visitors to:

12.1 place anything on a window ledge or balcony, which could be a danger to anyone living in the property or in the locality.

12.2 throw anything through the windows of the property or off balconies.

12.3 allow washing to be hung on balconies or be displayed on any external part of the building.

## 13 Damage

To make good (both during and at the end of your tenancy) any damage to your home or our fixtures and fittings or to the common parts caused by you or any member of your household or any visitor to your home, fair wear and tear excepted, and to pay any reasonable costs reasonably incurred by us in carrying out such works in default.

## 14 Reporting disrepair

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

## 15 Gardens

15.1 To maintain and keep your garden tidy. This includes cutting the grass regularly and maintaining any hedges or trees so that they do

- not overgrow any paths or neighbouring land. If you fail to keep your garden tidy we will request in writing that you do so. If you continue not to maintain your garden we will undertake the work and charge you our reasonable costs reasonably incurred and/or consider other available legal remedies.
- 15.2 To keep your garden and surrounding area free from any rubbish, furniture or domestic or commercial appliances. We will remove any such items and charge you our reasonable costs for doing this. You will be given five working days' notice that we will be removing the items.
- 15.3 Not to, without our prior written consent:
- 15.3.1 erect a conservatory, greenhouse, garage, shed, patio, decking, aviary, pigeon loft, fishpond, pool or similar structure.

- 15.3.2 remove, replace or plant any hedge or tree or remove or erect any fence.
- 16 Vehicles and parking**
- Neither to, nor allow members of your household or visitors to:
- 16.1 park any vehicle anywhere on your home unless it has a garage, parking space or a drive with a dropped kerb and pavement crossover.
- 16.2 build a parking space, garage, hard standing or driveway without our prior written consent.
- 16.3 park any motor home, caravan, boat or business vehicle on or at your home without our prior written consent.
- 16.4 park any vehicle, trailer, boat or caravan on communal land or grass features without our prior written consent. Such items will be

- removed and the owner will be charged our reasonable removal costs.
- 16.5 receive payment for repairing any vehicle on or at your home.
- 16.6 allow any spillage of oil or hazardous fluids from vehicles parked on the highway or on any surrounding land.
- 16.7 park any vehicle that is illegal, untaxed, or is not roadworthy, including on a hard standing in your garden. If you do, we will give you seven days' notice to remove it.
- 16.8 keep motorised vehicles inside your home or in the shared communal areas.
- 16.9 sell, rent or give away a parking space or garage that we provide for you.
- 16.10 double park vehicles or park in a way that causes an obstruction to other road users,

- including the emergency services vehicles.
- 16.11 allow anyone, other than your family, visitors and friends to park within the boundary of your home.
- 16.12 carry out vehicle repairs, other than reasonable maintenance, on or at your home or on any surrounding land.
- 16.13 keep or park any mobility scooter or similar vehicle on outside communal areas or on grass features without our prior written consent.
- 17 Assignment**
- Not to assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange set out in Section 4, condition 10 or assigning the tenancy to someone that would

have been qualified under Section 4, condition 12 to succeed to the tenancy if you had died.

conditions. We will not consider giving consent until the tenancy has become an assured non-shorthold tenancy.

communal keys/fobs and store keys) and to remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). We do not accept any responsibility for anything you leave at your home at the end of the tenancy.

## SECTION 4 - YOUR RIGHTS

You have the following rights:

### 18 Overcrowding

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

### 21 Ending the tenancy

21.1 To give us at least four weeks' notice in writing when you wish to end the tenancy. The notice must end on a Monday.

### 19 Lodgers

Once you have the right to take in lodgers (see Section 4, condition 4 below), to tell us on request of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.

21.2 You must allow access to your home upon reasonable notice both to enable an inspection to be carried out before you leave, and to allow us to show prospective tenants the property at reasonable times of the day.

22.2 Where you have left any items in your home at the end of your tenancy we may dispose of the items and you will be liable for the reasonable costs of that disposal.

### 20 Sub-letting

20.1 Not to grant a sub-tenancy of the whole of your home.

### 22 Moving out

22.1 To pay all the rent and other charges due up to the date of the end of your tenancy and to give us vacant possession and return the keys of your home at the end of the tenancy (including

20.2 Not to grant a sub-tenancy of any part of your home without first obtaining our prior written consent. We may give consent subject to reasonable

22.3 You must advise us of your new address.

### 1 Right to occupy

1.1 You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligation contained in this tenancy agreement to give access to our employees or contractors).

1.2 Your right to occupy your home is at risk if you do not comply with the terms of this tenancy agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

## 2 Tenure

2.1 We can end this tenancy under Section 21 of the Housing Act 1988. An order for possession under Section 21 cannot take effect until six months after the Tenancy Start Date (Section 21 will only apply while this tenancy remains an assured shorthold tenancy).

2.2 If your tenancy becomes an assured (non-shorthold) tenancy, you shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988.

Details of the grounds of possession can be obtained from us. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).

2.3 If we intend to seek a demotion order we will give you two weeks' notice in writing unless the Court has allowed us to go ahead without serving notice on you.

2.4 If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you two weeks' notice in writing unless:

- we are using grounds 14 or 14A when the notice may be less than 2 weeks, or
- we are using grounds 7, 9 or 16 when we will give 2 months' notice, or

- the Court has allowed us to go ahead without serving notice on you.

2.5 If this tenancy has been demoted, we may ask the Court to make a possession order under other provisions of the Housing Act 1988. These give the Court limited rights to refuse a possession order.

2.6 As well as seeking a possession and/or a demotion order, we can ask the Court for an injunction, which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in anti-social behaviour.

## 3 Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you four weeks' notice in writing.

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

4.1 You must not take in lodgers unless and until this tenancy has become an assured (non-shorthold) tenancy. After that time you may take in any persons as lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see page 3).

4.2 As long as you first get our written consent (which will not be unreasonably withheld), you may sub-let part of your home. We may give consent subject to reasonable conditions.

We will not consider giving consent until the tenancy has become an assured (non-shorthold) tenancy.

make it conditional upon the work's being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

## **5 Right to make improvements**

5.1 You do not have the right to improve your home unless and until this tenancy has become an assured (non-shorthold) tenancy. After that time you may make improvements, alterations and additions to your home including putting up a television aerial, external decoration and additions to, or alterations in, our installations, fixtures and fittings, provided that you have first obtained our written consent and all other necessary approvals (for example, planning permission or building regulations approval). We shall not unreasonably withhold our consent but may

5.2 You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at your home. If you take these improvements with you when you move, you must put the property back the way it was before you improved it. If you do not, we may charge you our reasonable costs in default.

## **6 Compensation for improvements**

You do not have the right to claim compensation for improvements unless and until this tenancy has become an assured (non-shorthold) tenancy. After that time you have the right to claim compensation for certain improvements which you have made to your home after a certain date. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

## **7 Right to repair**

You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where

the repair has not been completed within a specified timescale. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales.

## **8 Right to consultation**

We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your tenancy.

## **9 Right to information**

You have a right to information from us about the terms of this tenancy and about our repairing obligations,

our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

## **10 Right to exchange**

10.1 You do not have the right to exchange unless and until this tenancy has become an assured (non-shorthold) tenancy. After that time you have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority subject to first getting our written consent. We will only refuse consent in the same circumstances where a council landlord would be able to refuse consent.

10.2 You must not charge any premium in relation to an exchange of this tenancy.

## **11 Complaints**

We shall establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of the Tenant Services Authority (or any replacement body or bodies which regulate social housing or take over the current functions of the Tenant Services Authority) as laid down from time to time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes.

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman.

## **12 Succession**

12.1 If you die, certain people, who are specified in condition 12.4 below, may succeed to this tenancy. This condition 12 will not apply if you have already succeeded to this tenancy (either under condition 12 in this tenancy or similar succession conditions in a previous tenancy which we granted).

12.2 We will normally only allow one succession. We may allow further successions, at our discretion.

12.3 In certain circumstances, if the property is larger than the needs of the successor or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled, the successor will be offered suitable alternative accommodation.

## **12.4 People entitled to succeed to this tenancy**

12.4.1 If you are a joint tenant and you die then the tenancy may continue in the name of the remaining tenant.

12.4.2 If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home at the time of your death.

12.4.3 If you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, the tenancy may pass to a member of your family who lived with you in

your home (as their principal or only home) for at least 12 months prior to your death.

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 to us in writing within three months of your death and we will decide to whom we will offer the tenancy. We will advise who the successful claimant was to everyone who makes such a claim.

## **12.5 Special succession rights**

If inheritance rules do not allow someone who qualifies under condition 12.4.3 above to take over this tenancy, we may use Ground 7 to end this tenancy agreement and grant that person a new tenancy of your home.

If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent, service charge and succession.

## **13 Right to acquire**

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