

Tenancy agreement



EXAMPLE



Assured

SHAL HOUSING LIMITED

ASSURED TENANCY AGREEMENT

Name and Address of Landlord **SHAL Housing Limited** ('the Landlord') of Crypton House, Bristol Road, Bridgwater, TA6 4SY which is a registered provider of social housing under Section 111 of the Housing and Regeneration Act 2008.

AND

Name of Tenant ('the Tenant')

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

Address in respect of ("the Premises")

Description of Premises which comprises

Date of start of Tenancy The tenancy begins on _____ in the year _____ for a week and thereafter weekly until brought to an end and is an assured non-shorthold tenancy, the terms of which are set out in the Agreement.

GENERAL TERMS

The Landlord agrees to let and the Tenant agrees to take the Premises on an Assured tenancy commencing on the date of this Agreement ("the Tenancy").

It is agreed as follows:

Payments for the Premises

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(1)

(i) The weekly Rent for the Premises £
(exclusive of service charge) at the start of the tenancy shall be

(ii) The weekly Service Charge at the start of the tenancy shall be £

(iii) **Total weekly payment due at the start of the tenancy shall be** £

(iv) The payment of weekly Rent and Service Charge is due in advance on the Monday of each week.

Former tenancy debt with us (2)

(i) You agree that as at _____ being the date the tenancy of _____ ended there was a rent debt of £ _____ ("former tenancy debt").

(ii) You agree that you will pay the former tenancy debt:
 Immediately
 At the rate of £ _____ per week until they are paid in full, the first payment to be made on or before _____.

(iii) These payments are in addition to your current weekly rent.

(iv) You agree any payment you make to us may be used by us towards any former tenancy debt before using it to pay your rent on your home.

Services

(3) The Landlord shall provide the following "Services" in connection with the Premises for which the Tenant shall pay "the Service Charge":

(i)
(ii) The Landlord may, after consulting the Tenant affected, increase, add to, remove, reduce, or vary the services provided.

(iii) The Landlord may charge for services on the basis either of reasonable costs incurred during the previous accounting period or of estimates for the current or next accounting period. The difference between any estimate and the actual cost may be carried forward.

(iv) The Landlord may establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the service charge account in the foreseeable future.

(v) The cost of services shall be apportioned equally between all the properties concerned (except as provided below):

(vi) The Landlord shall provide an annual account of the costs incurred, the service charges due, and the amount held in the sinking fund if any.

Changes in Rent and Service Charge

(4) The rent may be raised from time to time as follows:

(i) The Landlord may increase the rent at any time during the first twelve months of the tenancy (but not more than once during that period), by giving the Tenant at least one month's written notice.

(ii) Thereafter the Landlord may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase the Rent by giving the Tenant not less than one calendar month's notice in writing. The notice shall specify the Rent proposed. The Rent shall not be increased within 52 weeks of the last increase. The revised Rent shall be the amount specified in the notice of increase unless the Tenant refers the notice to a Rent

		Assessment Committee to have a market Rent determined. In that case the maximum Rent payable for the following year shall be the Rent so determined.
	(iii)	The Service Charge may be reviewed not more than twice in any one year. The Landlord shall give the Tenant one calendar month's written notice of any change.
Housing Benefit	(5)	
	(i)	The Landlord will provide advice and assistance to the Tenant in relation to any claim which the Tenant may be entitled to make against any public body in respect of Housing Benefit.
	(ii)	In the event that the Tenant shall receive Housing Benefit from a local authority (the 'Authority') the Authority will, unless instructed by the Tenant otherwise by virtue of an agreement between the Authority and the Landlord, pay the Housing Benefit direct to the Landlord and the amount of any payment received from the Authority will be credited to the Tenant's Rent account.
	(iii)	In the event that the circumstances of the Tenant change with the result that the Tenant's entitlement to Housing Benefit is affected, the Tenant shall inform the Landlord and the Authority accordingly and any overpayment may be reclaimed by the Landlord from the Tenant.
Local taxes and other charges	(6)	The Tenant shall pay for all fuel, telecommunications, water and sewage treatment services supplied to the premises, and any Council Tax or other such charge which may be levied by the local authority.
Altering the agreement	(7)	With the exception of any changes in Rent or Service Charge, this agreement may only be altered by the agreement in writing of both the Tenant and the Landlord.

THE LANDLORD'S OBLIGATIONS

Possession	2	The Landlord agrees:
	(1)	To give the Tenant possession of the Premises at the commencement of the Tenancy.
Tenant's right to occupy	(2)	Not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises except where:
	(i)	access is required, subject to reasonable notice, to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property; or
	(ii)	The Landlord is entitled to possession at the end of the Tenancy.

Repair of structure and exterior	(3)	to keep in good repair, the structure and exterior of the Premises including:
	(i)	drains, gutters and external pipes;
	(ii)	the roof;
	(iii)	outside walls, outside doors, window sills, window catches, sash cords and window frames including necessary external painting and decorating;
	(iv)	internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
	(v)	chimneys, chimney stacks and flues but not including sweeping;
	(vi)	pathways, steps or other means of access;
	(vii)	plasterwork
	(viii)	integral garages and stores;
	(ix)	boundary walls and fences
Repair of installations	(4)	To keep in good repair and proper working order any installations provided by the Landlord for space heating, water heating and sanitation and for the supply of water, gas and electricity, including -
	(i)	basins, sinks, baths, toilets, flushing systems and waste pipes;
	(ii)	electric wiring including sockets and switches, gas pipes and water pipes;
	(iii)	water heaters, fireplaces, fitted fires and central heating installations.
Repair of common parts	(5)	To take reasonable care to keep the communal entrances, halls, communal stairways, lifts, passageways, rubbish chutes and any other communal areas, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Premises.
External decoration	(6)	To keep the exterior of the Premises and any common parts in a good state of decoration and normally to decorate these areas once every six years.
Tenants Guarantee	(7)	To provide the Tenant with information on its housing management policies

THE TENANT'S OBLIGATIONS

Possession	3	The Tenant agrees:
	(1)	To take possession of the Premises at the commencement of the Tenancy and not part with possession of the Premises or sub-let the whole of them.
Rent	(2)	To pay the Rent and Service Charge weekly in advance.

Use of Premises	(3)	To use the Premises for residential purposes as the Tenant's only or principal home and not to use the Premises for illegal purposes nor to operate a business at the Premises without the written consent of the Landlord.
Nuisance	(4)	Not to cause or allow members of his/her household or visitors to cause a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent, employee, or contractor of the Landlord.
Racial and other harassment	(5)	Not to commit or allow members of his/her household or invited visitors to commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood or to any other tenant, member of his/her household, visitors, agents, contractors or employees of the Landlord.
Noise	(6)	Not to cause or permit to be caused any noise upon the Premises nor to play or allow to be played any radio, television, record, tape recording, compact disc, other electronic device or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or, between the hours of 11pm and 7.30am, so that it can be heard outside the premises."
Pets	(7)	Not to keep any pets without first obtaining the written consent of the Landlord which will not be unreasonably withheld but which may be conditional. Such consent may be revoked at any time if, in the opinion of the Landlord, any pet kept by the Tenant on the Premises is likely to cause a nuisance or injury to any other tenant, member of his/her household, visitors or neighbours, agent or employee of the Landlord.
Internal Decoration	(8)	To keep the interior of the Premises in a good and clean condition and to decorate all internal parts of the Premises as frequently as is necessary to keep them in good decorative order.
Outside	(9)	To keep any garden or ground forming part of the Premises properly cultivated, maintained to prevent it becoming overgrown, and in good order.
Portable Heaters	(10)	Not to use any paraffin or oil heater or stove and not to store any gas, petroleum or any explosive materials within the Premises.
Parking	(11)	Not to park or permit to be parked any type of motorised or towed vehicle other than a private licensed and roadworthy car, motorcycle or domestic vehicle within the Premises and then only in the designated areas and not to use the Premises for repairs other than routine

cleaning and maintenance. Not to block local roadways and other vehicular access and to keep them and car parking spaces, clear of unroadworthy vehicles and other obstructions.

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| Communal Areas | (12) | To keep clean and tidy the communal parts of the property where this service is not provided by the Landlord. |
| | (13) | Not to place any objects in the communal areas without first obtaining the written consent of the Landlord and not to cause or permit any obstructions in communal areas. |
| Waste | (14) | To dispose of all household refuse in a proper manner, either in containers provided or to provide a suitable refuse bin and to make appropriate arrangements for the removal of larger items of household waste. |
| Damage | (15) | To make good any damage to the Premises or the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any member of the Tenant's household or any invited visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Landlord carrying out such works in default. Where criminal damage has occurred, to immediately report the details to the Police and obtain a Crime Reference Number. |
| Reporting disrepair | (16) | To report to the Landlord promptly any disrepair or defect for which the Landlord is responsible in the structure or exterior of the Premises or in any installation therein or in the common parts. |
| Access | (17) | To allow the Landlord's employees or contractors acting on behalf of the Landlord access at all reasonable hours of the daytime to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. The Landlord will normally give at least 24 hours' notice but immediate access may be required in an emergency. |
| Assignment | (18) | Not to assign the Tenancy except in furtherance of a Court Order or with the written consent of the Landlord when exercising the right to exchange set out in 4(10) below. Provided that subject to the consent of the Landlord (which will not be unreasonably withheld except when in the opinion of the Landlord such assignment would result in the Premises being under or over occupied) the Tenant may assign the tenancy to another person occupying the Premises jointly with the Tenant as that person's only or principal home for a period of not less than twelve months immediately prior to the date of the assignment, if that person is the |

		Tenant's spouse, save that this right will not apply where the Tenant is him/herself a Successor as that is defined in Section 88 Housing Act 1985 which, for the purposes of this tenancy, shall be interpreted as if any references therein to a 'secure tenancy' were reference to an 'assured tenancy'.
Overcrowding	(19)	Not to allow the Premises to be overcrowded as defined by Section 324 Housing Act 1985.
Lodgers and sub-letting	(20)	Before taking in any lodger or sub-letting any part of the Premises to inform the Landlord of the name, age and sex of the intended lodger or sub-tenant and of the accommodation they will occupy.
Assured sub-tenancies Prohibited	(21)	Not to grant a sub-tenancy of the Premises or any part of the Premises.
Ending the Tenancy	(22)	To give the Landlord at least 4 weeks' notice in writing (expiring on a Monday) when the Tenant wishes to end the Tenancy.
Moving Out	(23)	To give the Landlord vacant possession and return the keys of the Premises at the end of the Tenancy and to remove all furniture, personal possessions and rubbish and leave the Premises and the Landlord's fixtures and fittings in good lettable condition and repair, it being noted that the Landlord will recharge for any necessary works subsequently carried out by the Landlord. The Landlord accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy and the Tenant hereby gives the Landlord authority to dispose of any items left at the Premises by the Tenant at the end of the Tenancy as the Landlord sees fit.
Information Supplied	(24)	That the information set out in his/her tenancy application is true and correct and that he/she has not supplied to the Landlord or to any third party either in the application or otherwise any false information with a view to inducing the Landlord to grant him/her the tenancy.
Absence from Premises	(25)	To inform the Landlord, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for 14 days or more.
Data Protection	(26)	To any information supplied, prior to the tenancy commencing or subsequently, being held in paper form, or recorded on a computer system in connection with this tenancy and any tenancy held in the future. The tenant also agrees that:
	(a)	this information may be used for statistical purposes and that contractors working for the Landlord may have access to the data.

- (b) the Landlord may hold this data for a period of six years from the termination of any tenancy.

THE TENANT'S RIGHTS

- 4 The Tenant has the following rights:
- Occupation (1) The Tenant has the right to occupy the Premises without interruption or interference from the Landlord for the duration of this Tenancy (except for the Landlord for the obligation contained in this agreement to give access to the Landlord's employees or contractors) so long as the Tenant complies with the terms of this agreement and has proper respect for the rights of other tenants and neighbours.
- Security of Tenure (2) The Tenant shall remain an assured tenant so long as he/she occupies the Premises as his/her only or principal home. The Landlord can only end a periodic non-shorthold assured Tenancy by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended from time to time).
- Cessation of assured tenancy (3) If the Tenancy ceases to be an assured tenancy the Landlord may end the Tenancy by giving four weeks' notice in writing to the Tenant.
- Succession to a partner (4) On the death of a sole Tenant who is not a successor this Tenancy will pass to the Tenant's partner (whether or not married to the Tenant and including a same-sex partner) under the provisions of the Housing Act 1988 provided that he or she occupies the Premises as his or her only or principal home at the time of the Tenant's death.
- Right to take in lodgers (5) Subject to sub-clause 3(19), 3(20) and 3(21) above, the Tenant may take in any persons as lodgers provided that the Tenant may not grant a sub-tenancy.
- Right to make improvements (6) The Tenant may make improvements, alterations and additions to the Premises including the erection of a television aerial, external decoration and additions to, or alterations in, the Landlord's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Landlord and all other necessary approvals (for example, planning permission or building regulations approval). The Landlord will not unreasonably withhold its consent but may make it conditional upon the work being carried out to a certain standard. Failure to comply with the Landlord's conditions may be treated as a breach of the Tenant's obligations under this Tenancy.

Right to Repair	(7)	The Landlord will provide the Tenant with a remedy if the Landlord fails to carry out its obligations to repair. The scheme shall operate in accordance with the requirements of the Housing Corporation as laid down from time to time. The Landlord will provide details of the scheme.
Right to consultation	(8)	The Landlord will consult the Tenant before making changes in matters of housing management or maintenance which are likely to have a substantial effect on the Tenant.
Right to information	(9)	The Tenant has a right to information from the Landlord about the terms of this Tenancy and about the Landlord's repairing obligations and its policies and procedures on tenant consultation, housing allocation and transfers and its performance as a landlord.
Right to exchange	(10)	The Tenant has the right to exchange this Tenancy by assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority subject to the prior written consent of the Landlord, which may be subject to conditions and which shall only be withheld on specified grounds.
Complaints	(11)	The Landlord shall establish a procedure for dealing with complaints raised by the tenant on any matter arising from this Tenancy. The procedure shall operate in accordance with the requirements of the Tenants' Guarantee as laid down from time to time. The Landlord shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes. If still dissatisfied after the complaints procedure has been exhausted, the Tenant has the right to refer the matter to the Independent Housing Ombudsman.

GENERAL

Serving Notice	5	Any notice served hereunder by one party upon the other shall be deemed sufficiently served if delivered to the Landlord's registered office address (if served upon the Landlord) or the Premises (if served upon the Tenant). It is the responsibility of the Tenant, if absent for any length of time, to make arrangements for the collection or forwarding of mail.
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Signed on behalf of SHAL

Signed by the Tenant

Date

EXAMPLE