

Tenancy agreement



EXAMPLE



Starter Tenancy Agreement

This tenancy agreement (this “agreement”) is between

SHAL Housing Limited (“we”, “us” or the “Association”) of Crypton House, Bristol Road, Bridgwater, Somerset, TA6 4SY, *(a Community Benefit Society and an exempt charity registered with the Financial Conduct Authority and with the Homes and Communities Agency)*

And

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

We agree to rent to you (“your home”) on the terms and conditions set out in this agreement.

Description of your home:

Any restrictions on who may occupy your home:

You must not allow more than people to live in your home at any one time (the “permitted number”).

The home that is the subject of this tenancy is held by a charity that is an exempt charity.

Start date of tenancy

Your tenancy starts on

About the tenancy

This is a Starter tenancy – section 2 of this agreement sets out in full what this means.

Rent payments

At the start date of the tenancy, your weekly rent is:

Accommodation Charge payable each week:	£	
Service Charges payable each week:	£	
Total payable each week	£	(the "rent")

You must pay your rent in advance on Monday of each week (every week). If the tenancy starts on a day other than a Monday, a proportionate rent will be payable on the tenancy start date for the period up until the first Monday).

Services

The services (the "services") that we provide you with each week, and for which the Service Charge is payable, are:

Section 5(a) of this agreement sets out how your accommodation charge and service charges are reviewed.

Former tenancy debt with us

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

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 _____.

These payments are in addition to your current weekly rent.

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.

Those who will be living in the home on the date the tenancy starts:

Name

Date of Birth

You must inform us of any changes to your household including births, deaths and new partners.

This agreement contains the terms and obligations of the tenancy. You should read it carefully to ensure that it contains nothing that you are not prepared to agree to. If you do not understand this agreement or anything in it, we strongly suggest you ask for it to be explained to you before you sign it.

You might want to consider consulting a solicitor, Law Centre, Citizens Advice, or Housing Advice Centre.

Signed by the tenant(s) (if there is more than one tenant then each of you must sign).

.....
Dated

.....
Dated

Signed on behalf of SHAL Housing Limited

.....
Dated

Terms and conditions

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1 Welcome to SHAL Housing Limited

1 We want you to enjoy your home.

2 It is important to make clear from the start of your tenancy what you can expect of us and what we expect from you. This document sets out your rights and responsibilities, and our responsibilities to you as landlord under the tenancy agreement.

3 This tenancy is a starter tenancy. This is explained in Section 2 – about the Tenancy Agreement.

4 The purpose of the starter tenancy is to enable us to manage the risk of a new tenant taking on a lifetime tenancy with us. We use the starter tenancy in the same way that an employer uses a probationary period for a new employee. We intend to have a long term relationship with you but there is a risk in the short term as we get to know you and you get to know us. We manage that risk through the starter tenancy.

5 If you think we are failing to meet our responsibilities under this agreement please tell us and give us the opportunity to put things right.

6 Equally, we expect you to meet your responsibilities under this agreement. If you break your side of the agreement we will tell you and give you a chance to put things right. If you don't take this opportunity then we will take legal action and you may lose your home.

2 About the tenancy agreement

- 1 By signing this agreement you become a tenant of SHAL Housing Limited.
- 2 This agreement is a legally binding contract between you and us. If there is anything you do not understand please ask a member of our staff, or seek advice from a solicitor, Law Centre, or Citizens' Advice Bureau.
- 3 This agreement follows the guidance for all registered providers of social housing issued by the Housing Regulator (or any other body that may replace it).
- 4 This tenancy is an assured shorthold starter tenancy. After the 12 month period, unless we have taken steps to end the agreement, or we have extended the 12 month period, it will automatically become an assured non-shorthold tenancy on the same terms as set out in this agreement together with the additional rights set out in section 6 – "Your Additional Rights". We will send you a letter confirming the change. That assured non-shorthold tenancy will then continue each week until either we or you end it in one of the ways set out in this tenancy.
- 5 We may decide to extend the first 12 month period of your starter tenancy. We will make this decision before the end of the first 12 months, and will write to you to tell you of the decision to grant an extension period. We may grant an extension period of up to six months. During this extension period you will continue to be an assured shorthold tenant.
- 6 With the exception of any changes in rent and services, or as a result of government legislation, we agree this agreement may be changed only by agreement between you and us.
- 7 Your responsibilities under this agreement apply to you, your family, your friends and relatives, and anyone else living in or visiting your home.
- 8 During the first 12 months of the tenancy we will visit you at home to ensure that you are settling in. We will arrange a date and time for each visit. After that, we will visit you at least once a year so that you can raise any issues with us and we can keep our information up to date. Before the initial 12 months expires, we will discuss with you if the starter tenancy is to be ended, extended or converted to an assured non-shorthold tenancy.
- 9 We will comply with the Data Protection Act 1998 (or any future amendment to that Act). We will allow you to inspect certain information which we hold about you and you can ask us to correct or record your disagreement with the information we hold. We may charge you a reasonable charge for providing copies of the information. By signing this agreement you agree that we can disclose personal information.

By signing this agreement you agree that we can disclose personal information we hold about you to third parties if it is reasonable for us to do so in the course of our business as a provider of social housing. Examples of third parties we may need to make disclosure to: other landlords, the police, housing benefit offices or other public agencies and those acting on our behalf. We will not disclose sensitive personal information (for example medical records) except with your explicit consent or if otherwise authorised under the Data Protection Act.

You can find our current data protection registration on the Information Commissioner's Office website at www.ico.org.uk or you can ask us to print you off a copy of our registration from that website. Our registration number is Z507464X.

10 If you feel we have not kept to the terms of this agreement you can use our complaints procedure to tell us. A copy of our complaints policy is available from our website at www.shal.org or we can provide you with a copy of our complaints leaflet. If after completing our complaints procedure, you are still unhappy with our response you can take contact the Housing Ombudsman Service.

11 The people who can live in your home under this agreement are those you told us about when you applied for housing. Their details appear at the beginning of this agreement. Before anyone else comes to live with you for more than four weeks, you must first get our permission.

12 The Contracts (Rights of Third Parties) Act 1999 does not apply to this tenancy. This means that other people cannot enforce any rights or obligations under the tenancy other than you and us.

13 Where this agreement refers to Acts of Parliament (for example, the Housing Act 1985), those references include any changes or modifications made to those Acts in the future.

14 It is a term of this agreement that you (or anyone acting for you) have not induced us to grant you this tenancy by knowingly or recklessly making a false statement to us.

3 Our responsibilities and rights

- 1 We will make sure the structure and exterior of your home are kept repaired.
- 2 We will make sure all fixtures and fittings for water, gas, electricity, space and water heating are kept repaired and in working order.
- 3 We will carry out repairs we are responsible for, such as repairing or replacing fixtures and fittings which we own.
- 4 We will make sure that common entrances, halls, stairways, lifts, passageways and other communal areas are kept repaired.
- 5 We will periodically decorate the outside of your home and any shared areas.
- 6 We will insure the structure of your home. If you live in a property that has shared areas or furniture and laundry equipment we are responsible for, we will also insure them. We will not insure your personal possessions. You are advised to take out your own insurance to cover your personal possessions.
- 7 We will send you a rent statement regularly during the year (your payment record).
- 8 In providing a housing service we will comply with the regulatory framework and guidance issued by the Housing Regulator.
- 9 We will provide you with information about how to use your home and gain access to our services when you need them.

Energy Efficiency Equipment

10 We retain the following rights over your home for our benefit, or the benefit of any third party authorised by us:

- The right to install, keep, maintain, inspect, take meter readings of, repair, alter, replace, upgrade, clean and remove any energy efficiency equipment in and on your home (including the right to attach the energy efficiency equipment to your home and remove any part or the whole of the energy efficiency equipment from your home);
- The right to change the position of any part of the energy efficiency equipment in or on your home with your prior consent, which you must not unreasonably withhold;
- The right to use the access to and through your home for access to and from the energy efficiency equipment so that we, or any third party authorised by us, can exercise the rights in this clause 10;
- The right to connect into, use and alter the existing electrical cabling and installations within your home in connection with the use of the energy efficiency equipment, including exporting electricity to the grid; and
- The right to support and protection for the energy efficiency equipment from your home.

11 Where there is any energy efficiency equipment installed in the home, either at the start of the tenancy or during it, for the avoidance of doubt:

- You do not have and will not gain any rights of ownership in respect of any energy efficiency equipment;
- We will be entitled to receive all energy efficiency payments, irrespective of whether we or a third party owns the energy efficiency equipment (subject to any other arrangement we agree with a third party). If asked, you shall reasonably assist us to ensure we have the benefit of any energy efficient payments: this may include signing documents with an electricity company, or any organisation that decides who is allowed to receive energy efficiency payments, confirming we are; and
- You may use any electricity and/or heat generated by the energy efficient equipment assuming the installation allows this.

4 Your rights

1 This agreement gives you the right to live peacefully in your home. We will not interfere with this right unless any of the following apply:

- we require access to your home in accordance with the terms of this agreement;
- we have obtained a court order to access your home and/or exclude you from your home; or
- we are entitled to possession at the end of this agreement.

2 Under the Housing Act 1988, when you die, if you do not have a joint tenancy, your tenancy will pass to your spouse if your home was also their only or main home at the time you died and they were living there with you. If you have a joint tenancy, the tenancy will pass automatically to the other joint tenant who will become the sole tenant.

3 There can only be one statutory succession. This means that if you are a successor yourself, there cannot be a further succession (see Section 9 – Definitions for the meaning of successor) (If you become the tenant under a will or as a result of intestacy we will terminate this tenancy agreement using Ground 7: see section 8 – Getting a court order for possession).

4 You have the right to take in a lodger but you must get our written permission before they move in. You must not allow the permitted number of occupants at your home to be exceeded.

5 You have the right to assign your tenancy in the following circumstances (see Section 9 – Definitions for the meaning of assignment):

- where an order is made by the Court to that effect;
- by us agreeing to an assignment;

6 You must first seek our permission before exchanging, assigning or transferring your home.

7 We will consult with you before making any change in the management of your home that is likely to have a significant effect on you.

8 You have the Right to Repair (see Section 9 – Definitions for the meaning of Right to Repair).

9 You have the right to information about our housing management and maintenance policies and procedures, including lettings, moving home and mutual exchanges, repairs and consultation.

5 Your responsibilities

a Paying the rent

1 You must pay the rent, any former tenancy debt and all other charges for your home every week in advance on the Rent payment date. All charges and the total amount of rent to be paid are specified in the Details. If we let you pay at a different frequency (for example monthly or quarterly), you must pay on the agreed dates, in advance.

2 If you receive Housing Benefit or the rental element of Universal Credit it is your responsibility to tell the Housing Benefit Department or the Department of Work and Pensions immediately if your circumstances change as your entitlement to benefit may be affected. If you do not tell them about changes we may have to pay back overpaid benefit, in which case you must pay rent equal to the amount of benefit we have to pay back. If you are entitled to receive Housing Benefit we will normally ask you to request in writing that your Housing Benefit is paid direct to us. You are responsible for making sure your rent is paid whether or not you claim Housing Benefit or Universal Credit.

3 If you are a joint tenant you are jointly and separately responsible for paying the rent. *This means that we can ask any of you to pay the full amount due and any unpaid rent due even if one of you is not living there.* If you become a sole tenant you will still be responsible for the full amount of rent even after the other tenants have left the home.

4 We may increase the accommodation charge payable on the first Monday in April following the tenancy start date.

5 We can reduce the accommodation charge at any time and will notify you in writing.

6 Where we provide services to your home, these are shown in the Details at the beginning of this agreement (including any management charge for those services). The service charge is what is known as a variable service charge. It is payable as part of the total rent you pay but these charges are set separately from your accommodation charge.

7 We will normally review service charges once a year at the same time as any review of the accommodation charge. We will not review service charges more than twice a year. We will give you at least one month's notice in writing of any change to service charges.

8 The service charge is your contribution towards the money we have spent in providing the services. We review the charge by looking at the income we have received and the money we have spent in the previous financial accounting period and what we expect to spend over the coming period. After we have reviewed the charge, we may increase the service charge if we have received less income than we have spent, or decrease the service charge if we have received more income than we have spent, in accordance with clause 9.

9 We may change, add to or remove any of the services only where such changes are necessary or desirable for the proper maintenance, safety or enjoyment of your home, by completing the following process:

- we will provide you with written details of the proposed changes and a statement explaining their effect;
- we will ask for your comments and then give you a reasonable time to reply and make any comments. What is a reasonable period of time will depend on the circumstances, although usually we will give you 28 days;
- we will consider any comments made by you or on your behalf. We must give written reasons for accepting or rejecting your comments, if any, whether or not we decide to implement the proposal;
- if we provisionally decide to significantly alter our proposals, we must give you written notice of the revised proposal and a reasonable time to make further comments. We must consider any further comments;
- we must decide whether or not to vary the agreement in light of any and all comments made by you or on your behalf. If appropriate we will serve a 'Notice of Variation' stating the changes, the effect of the changes and the date for implementation (which will normally be at least 28 days from the date of the Notice of Variation);
- if you are not happy about the changes, you may end the agreement by serving a notice to quit;
- the agreement will be varied by the Notice of Variation on the date in the Notice, unless you have given a valid notice to quit by that date.

You may also want to make suggestions to us for a change to the services.

10 You are responsible for paying your Council Tax, any water charges or other charges unless this is stated as being included in your rent in the Details.

11 If you do not pay your rent we may apply to a court and ask for you to be evicted from your home.

12 In the event that we have to commence litigation against you relating to this tenancy, we are entitled to claim all our reasonable costs (including disbursements) in doing so against you.

13 When your tenancy ends you must pay us any rent and other charges or costs owed.

b Using your home

- 1 You, your family, friends and relatives, and any other person living in or visiting your home, (including children) must not use your home for any other purpose than a private home.
- 2 You must live at your home, and it must be your only or main home, and you must not sub let the whole or any part of your home.
- 3 It is your own responsibility to take out home contents insurance for your belongings.
- 4 If you are going to be away from home for more than 14 days, you must tell us. We will then know you have not abandoned your home. You should make your home secure and check that water tanks etc have been drained down and that you have taken all reasonable steps to prevent water freezing within pipes or any installation containing water during any period of absence. If your job means you are often away, or you know in advance you will be away for long periods of time, you should discuss this with us.
- 5 You must not run a business from your home without our permission. We will not unreasonably refuse permission unless we feel that the business is likely to cause a nuisance to other people or damage your home. If, after we have given permission, the business does cause a nuisance we can give you notice withdrawing our permission.
- 6 You must not place or exhibit any notice or advertisement, sign or board on the outside of your home or inside your home so that it is visible from the outside without getting our permission beforehand and any relevant planning permission. We may refuse permission if the notice, advertisement, sign or board is offensive.
- 7 You must keep any estate rules set down by us.
- 8 You are responsible for the behaviour of all members of your household and visitors to your home and in the local area of your home. You must ensure that they do not break the terms of this tenancy (this includes children under 18). If they do, you may be held responsible and could face legal action.
- 9 You must not let anyone move in with you for more than four weeks who you did not tell us about on your housing application.

c Respecting others and preventing antisocial behaviour

1 You, your family, friends and relatives or anyone living with or visiting you (including children) must not do any of the following:

- Anything which causes, or is likely to cause, a nuisance or annoyance to anyone in the local area;
- Anything which interferes with the peace, comfort or convenience of other people living in the local area;
- Use your home for any criminal, immoral or illegal purpose including selling, supplying or using any illegal drugs, storing or handling stolen goods or prostitution;
- Harass, or threaten to harass, or use or threaten violence, abusive language or intimidation to our staff, contractors, agents, any resident representatives, our board members or anyone in the local area for any reason including (but not limited to) harassing someone on any of the following grounds: age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion and belief, gender, and sexual orientation;
- Cause a nuisance or annoyance to our staff, contractors, agents, any resident representatives, our board members or any other person employed in connection with our housing management functions either within or outside the local area;
- Threaten to or use violence towards anyone living in your home, and/or any current or former partners, and/or their friends and/or family;
- Use stereo equipment, radios, tape recorders, televisions, CD players, amplifiers, loudspeakers or musical instruments of any kind in a way that will annoy people at any time, or so they can be heard outside your home; or
- Use any domestic machinery or DIY equipment in such a way or at such times (for example at night or early in the morning) that causes nuisance and annoyance to other people at any time, or so they can be heard outside your home.

Note: "Harassment" is defined at Section 9 Definitions and includes all those matters set out there.

2 We may take legal action to evict you or control your behaviour if you behave anti-socially or you are convicted of a crime committed:

- at your home;
- in the local area; or
- outside of the local area but in connection with our housing management functions

d Repairs and maintenance

- 1 You are responsible for keeping the inside of your home clean and in good condition. You should redecorate as often as is needed to keep your home in good decorative condition. You may redecorate your home to your own taste during your tenancy but you must restore it to neutral colours at the end of your tenancy.
- 2 You are responsible for maintaining any existing or future trees, shrubs and plants that are in the garden including ensuring that any trees, shrubs and plants do not encroach on neighbours properties or block out their light or their view.
- 3 You are responsible for doing minor repairs and replacements within a reasonable period of time, for example replacing glass; tap washers; toilet seats; replacing lost keys; light bulbs; sink and bath plugs and chains; unblocking sinks, baths and toilets; sweeping chimneys (unless covered in your service charge).
- 4 You should keep any areas shared with other residents clean and tidy and free of rubbish. You must not leave any rubbish or other items in the rear or front gardens but dispose of it in the rubbish bins provided.
- 5 You must promptly report to us any repairs needed either to your home or to common parts that we are responsible for, using the maintenance helpline if necessary.
- 6 You must promptly report to us any sightings or evidence of rats, mice or other vermin in your home or communal areas. If the problem is within your home, it is your responsibility to investigate and arrange remedial work where necessary. If the problem is within the communal areas, we will arrange remedial works and depending on the cause of the problem, we may charge you the reasonable cost of dealing with such pests or seek to recover it through the service charge.
- 7 You, your relatives, anyone else living with you, or visitors to your home, must not damage, or cause damage through neglect or misuse to, any part of your home or to areas shared with other residents. We will give you a reasonable opportunity to carry out the repairs caused by such damage to a reasonable standard. If you fail to do so, we may carry out the repairs. If we have to do any work due to damage caused by neglect, misuse or failing to report repairs, we will charge you the reasonable cost of repairing this damage.
- 8 You, your relatives, anyone else living with you, or visitors to your home, must not damage, or cause damage through neglect or misuse to any energy efficiency equipment. You must not attempt to put right any such damage yourself. We (or a third party authorised by us) will carry out such repairs. If we have to do any work due to damage caused by neglect, misuse or failing to report repairs to this equipment, we will charge you the reasonable cost of repairing this damage or of any necessary replacement.

9 You must allow our staff, agents and contractors to enter your home to:

- inspect your home;
- carry out repairs or improvements;
- carry out starter tenancy visits or tenancy checks;
- carry out annual servicing of appliances owned by us, for example, gas appliances and smoke alarms; and
- carry out any work in connection with energy efficiency equipment.

We will normally give you at least 24 hours' notice that we will be calling, unless it is an emergency, in which case we may enter to prevent damage to the property or injury to people.

Your safety and that of your neighbours is our priority. We may, as a last resort, take legal action to gain access to carry out necessary works when we believe you or your neighbours' safety could be compromised.

10 In an emergency where we cannot gain access we may have to force entry. This might be, for example, where water is overflowing, we suspect a gas leak or somebody's life or physical safety is at risk. In this case we will secure your home and repair any damage as a result of the forced entry. If we have to force entry because of your neglect or misuse of your home or your failure to report repairs, we will charge you with the reasonable costs we incur.

11 If we incur costs when calling on a pre-arranged visit because access is refused or you are not in, we will charge you with the reasonable cost of this visit. If we have to take legal action to enforce the right of entry we will ask the court for an order for the reasonable costs of the legal action to be paid by you.

12 Where we consider that we cannot reasonably carry out necessary works to your home (whether repairs or improvements) with you and your household remaining in your home, we may require you to move to temporary accommodation for as long as it takes to carry out the works. We will tell you when the works are completed, at which point you will be required to move back to your home.

13 You must not fit a satellite dish, CCTV, television or radio aerial without our written permission. Permission for the erection of satellite dishes or CCTV on flats will normally only be considered where the proposal is for the installation of communal systems. We will not give permission for the installation of laminate flooring in flats or other types of property where this may cause a nuisance to neighbours.

14 You are responsible for repairing and maintaining all improvements, fixtures and fittings that you install in your home. If you leave them behind at the end of your tenancy they will become our property. If you take them with you, you must put back your home to the way it was before you made the improvements. If not we will charge you the reasonable costs of any reinstatement work.

15 If we are required to carry out repairs which are your responsibility either at your request or for safety reasons or where the repairs are our responsibility but are necessary due to your action or neglect, we will charge you the reasonable costs incurred in carrying out such repairs.

e Health, safety and hygiene

1 You, your relatives, anyone living with you, or visitors to your home, (including children) must do the following:

- keep your home clean and tidy including any balcony. If we have to do work to bring it back to a reasonable standard, such as removing rubbish, we will charge you our reasonable costs for this;
- keep your home, any garden and any shared areas free from items that may attract pests or vermin;
- keep all shared areas such as entrances, stairways, corridors and landings clean and free from obstructions (this includes bicycles, pushchairs and prams). You should not leave any personal belongings or rubbish in these areas or use the areas for drying clothes. If we have to remove anything in these areas we may charge you with the reasonable cost of this work.
- put all refuse in appropriate closed bin bags, and dispose of in the chutes, containers or communal bin areas used for this purpose, and put out all recycling bins on the date and in the place and manner required by the refuse department;
- keep washing and drying areas, and any other shared areas clear of rubbish and obstacles;
- not use the garden or any other external areas to store rubbish, scrap metal, or vehicle parts (including tyres);
- not use any portable oil, paraffin or gas appliances in your home, apart from sealed oil-filled radiators or other normal household items;
- not store any flammable materials such as gas, paraffin or oil in your home, except for normal household items and to inform us if you need to use/store oxygen cylinders in your home;
- not store any firearms within your home unless you have both the appropriate licences and our advance permission;
- not store any vehicles powered by petrol, diesel or paraffin in your home or in shared areas such as hallways;
- not throw anything from balconies or windows of either your home or shared areas;
- not let anyone who you do not know into the building or jam open any communal or fire safety doors;
- not tamper, interfere with or alter the electrical or gas systems, installations, fire and smoke alarms or meters in or serving your home;
- not block the corridors, staircases, balconies or lifts;
- not consume alcohol in the shared areas; and
- not smoke in covered communal areas and not remove “no smoking” signs from those areas’ common parts or doors.

2 You must regularly test smoke alarms installed in your home in line with manufacturers’ instructions (unless covered in your service charge) and, if battery operated, replace their batteries when necessary.

f Pets

1 You may not keep any animal without getting our prior written permission.

2 You, your relatives, or anyone living with you or visiting your home must not do any of the following:

- keep any animal in your home without first getting that permission;
- keep any animals for commercial breeding purposes;
- allow any animal you keep at your home or that your visitors bring with them to cause a nuisance to anyone in the local area, including our staff, agents or contractors;
- allow any animal you keep at your home or that your visitors bring with them to foul in your home or in the shared areas or outside your home on, for example, roads, footpaths or play areas in the local area;
- keep livestock such as chickens, ducks, geese, goats or horses without our permission; or
- keep any unsuitable or dangerous animals.

3 If you keep any animal or pet at your home and that animal or pet then causes a nuisance or fouls in your home or any shared areas, then we may withdraw our permission and the animal or pet must be removed from your home. If the animal or pet remains at your home after we have withdrawn our permission, this will be a breach of this agreement.

g Gardens

- 1 You must keep any garden you rent as part of your tenancy in a tidy and reasonable condition and free of rubbish. If we have to tidy your garden for you or clear any rubbish we will charge you with the reasonable cost of this work.
- 2 You must not put up a shed, garage, conservatory, greenhouse or fencing without first getting our permission in writing.
- 3 Apart from routine trimming and pruning, you must not remove, alter or replace any hedge, fence, wall or tree at your home without first getting our permission in writing.
- 4 If you want to plant a tree anywhere in the garden or on land that is part of your home you must first get our permission in writing.
- 5 You must not dig in the garden to a depth of more than 0.5 metres without first getting our permission in writing.
- 6 You must not store any rubbish, furniture (other than garden furniture) or appliances in the garden of your home (with the exception of tools and equipment that you need to keep the garden tidy). If you do we may have to remove the items and we will charge you the reasonable cost of this work.
- 7 You should keep any hedge around your garden maintained to a reasonable height and condition and not allow it to obstruct any footpath.
- 8 You must ensure that no part of the garden (including any trees) interferes with the passage of light, air or wind to any energy efficiency equipment.
- 9 You must ensure that no tree, shrub or plant encroaches upon your neighbour's property or blocks their light or view.
- 10 You must not remove, alter or replace any walls, fences, hedges or trees without our permission.

h Vehicles

1 You, your relatives or anyone living with you or visitors to your home must not do any of the following:

- Park on land owned by us, except where designated for parking;
- Park a vehicle anywhere on your home unless it has a garage, parking space or driveway with hard standing and a dropped kerb – untaxed vehicles must have a valid Statutory Off Road Notice (SORN);
- Park any unroadworthy or untaxed vehicle on any land owned by us; Vehicles with SORN declarations may not be parked in shared car parks or on shared land we own unless you have our prior written permission;
- Build a parking space, garage or driveway without our prior written permission and any planning permissions;
- Park in such a way as to block roadways, drives, footpaths or other vehicle or pedestrian access or to deprive a neighbour of light;
- Park caravans; motor homes; campervans; trailers; boats; or heavy goods vehicle at your home or on any land owned by us. If we have to remove such a vehicle we will give at least 24 hours notice and will charge you for the reasonable cost of the removal and any reasonable costs of storage;
- Park without a valid permit, either for residents or their visitors, where there is a parking scheme in operation;
- Carry out repairs except running repairs to your vehicle. Where we believe you may be receiving payment for repairs we may ask you to prove that the vehicle belongs to you. Should any damage be done as a result of such repairs we may carry out work to make the damage good and charge you with the reasonable cost of that work;
- Sell, rent or give away any parking space or garage which we provide for you; and/or
- Double park or park in such a way that you obstruct other vehicles or park vehicles that do not fit within marked parking bays.

2 Where a proper place for parking is not provided, you must find your own on street parking, if parking is available and subject to any parking restrictions.

3 We will follow our policy on dealing with any breach of the conditions as set out in h1 above in relation to any abandoned or dangerous vehicles. We will seek to recover from you any costs reasonably incurred in removing vehicles.

i Ending your tenancy

1 If you intend to leave your home permanently you must do the following before moving out:

- give us at least four weeks' notice in writing ending on a Sunday confirming that you will be ending your tenancy; Where a joint tenancy exists, either of the tenants may give notice to end the tenancy;
- return all keys to your home by 9.30am on the Monday immediately following the Sunday on which the tenancy ends. If keys are returned after this time you will be charged another week's rent. If we have to fit new locks and keys we will charge you the reasonable cost of this work;
- pay all rent and any other charges up to the date of the end of your tenancy;
- leave your home in a clean and tidy condition and free of rubbish. If we have to clean or clear your home, we will charge you the reasonable cost of doing this;
- remove all furniture and personal belongings from your home (including any loft space and sheds) and from any garages you rent with your home. Until you clear your home completely, or it is cleared by us because you fail to do so, you will remain liable to pay us a sum equivalent to your rent;
- make sure all fixtures and fittings you have installed in your home, and which you have agreed with us you will leave behind, are in good working order;
- leave your home in a clean and good decorative condition. We may charge you with the reasonable cost of cleaning your home;
- make sure you do not leave any items you have cleared in any shared areas, including bin stores. If we have to clear these areas we will charge you the reasonable cost of doing this;
- make sure no pets are left in your home;
- make sure no-one is left in your home; and
- give us your new address

2 We accept no responsibility for any belongings you leave in your home after your tenancy has ended. If you do leave any belongings, we may get rid of them after taking reasonable steps to tell you, and then charge you our reasonable costs for doing this. We are entitled (but not obliged) to sell anything left behind by you. If you owe us rent or other debts we can set the proceeds of any sale against the debt you owe us. Otherwise, you will be entitled to any proceeds of sale less our costs of arranging to sell the belongings. If you do not collect the proceeds within four weeks of us writing to your last known address to tell you, we may use the proceeds for our own purposes as a registered housing provider.

j Getting permission

1 You must get our written permission before doing any of the following:

- Let anyone move in with you for more than four weeks who you did not tell us about on your housing application;
- Run a business from home;
- Keep any animal
- Carry out any changes or improvements to your home*
- Put up a garage, shed, conservatory, greenhouse or any fencing in the garden*
- Build a parking space or driveway*
- Remove, alter or replace any walls, fences, hedges or trees;*
- Dig a hole in the garden to a depth of more than 0.5 metres;
- Take in a lodger
- Exchange, assign or transfer your home*
- Put up a satellite dish, CCTV, television or radio aerial
- Put up a notice or advertisement on the outside of your home;
- Park a vehicle with SORN declarations in shared car parks or on shared land we own;
- Lay laminate flooring*

* during the first 12 months of the tenancy or any extension period you do not have the right to do any of these things. Once we tell you that your tenancy has changed to an assured non-shorthold tenancy you can ask for our written permission.

2 In any case where you have to get our written permission, we agree not to refuse permission unreasonably.

6 Your additional rights

If and when this tenancy converts to an assured non-shorthold tenancy as set out in clause 4 of Section 2 of this agreement, you will also have the following additional rights:-

- 1 You have the right to exchange your home with another registered housing provider or council tenant. There are some grounds on which we can refuse an exchange and we will explain these if we have to refuse or if you request this information.
- 2 You may have the Right to Acquire your home (*see Section 9 – Definitions for the meaning of Right to Acquire*).
- 3 You have the right to carry out any alterations or improvements to your home, including the installation of your own gas cooker, or heater, or other gas appliance, provided you get our written permission before making any alterations or improvements to your home (see also Section 5(j) – Getting Permission). You may need to meet certain conditions, such as making sure gas appliances are installed in line with gas safety regulations, building regulations and planning approval.
- 4 If, after your death, the tenancy does not pass to your spouse and you are not a successor, we will consider whether to offer a new tenancy of your home (or of another property) to a member of your family.

That family member must have:

- lived with you for at least 12 months before your death; and
- your home must have been their only or main home during that time.

We will also consider granting a new tenancy to anyone who was living with you before your death for at least 12 months and who had been looking after you or had accepted responsibility for looking after your dependents.

- 5 If more than one member of your family applies to take a new tenancy they must agree between them who will apply and take on the new tenancy (if we agree to grant one). If they cannot agree, then we may decide who to offer the tenancy to (if we grant one).
- 6 All applications to be given a new tenancy after a tenant's death must be made to us in writing within one month of the tenant's death.

7 Notices

1 All letters and notices sent by us to you will be properly served if they are given to you in person, posted through your letterbox or posted to your home or to any other address that you may have given us telling us that it is an address at which we may contact you.

2 It is your responsibility, if absent from your home for any length of time, to make arrangements for the collection or forwarding of post.

3 Any notices (including notices in proceedings) which you want to send to us should be sent to:

SHAL Housing Limited
Crypton House
Bristol Road
Bridgwater
Somerset, TA6 4SY

8 Getting a court order for possession

1 As long as you live in your home as your only or main home, we can only end your tenancy by obtaining a court order for possession.

2. This tenancy is an assured shorthold tenancy for the first 12 months (or any extension period). It will automatically become an assured non-shorthold tenancy (on the same terms as set out in this agreement) at the end of 12 months (or any extension period), unless before then:

- we begin legal action to repossess the property; or
- we give you two months' notice under clause 4 below, and begin legal action to repossess the property within two months of the end of the Notice Requiring Possession.

3 We may decide to extend the first 12 month period of your tenancy. We will make this decision before the end of the first 12 months, and will write to you to tell you of the decision to grant an extension period. We may grant an extension period of up to 6 months. During this extension period you will continue to be an assured shorthold tenant.

4 During the first 12 months of the tenancy (or longer if we extend the tenancy), we will usually give you at least two months' notice if we are going to try to get a possession order. The notice is known as a "Notice Requiring Possession".

5 If your tenancy becomes a non-shorthold tenancy, and if we are then going to try to get a possession order we will usually give you at least four weeks' notice. This Notice is known as a "Notice of Seeking Possession". In some cases, if we are allowed to under the Housing Act 1988, we may give you shorter notice, for example in cases of anti-social behaviour, nuisance and annoyance. We can only seek to end your tenancy by relying on one or more of the grounds listed in the Housing Act 1988 (as amended).

The current grounds for possession (Schedule 2 Housing Act 1988)

If any of the Grounds 1-8 set out in Schedule 2 Housing Act 1988 are established, the court must make an immediate order for possession.

If any of grounds 9-17 set out in Schedule 2 Housing Act 1988 are established, the court may make an order giving us possession of your home after considering all the circumstances, and if satisfied it is reasonable to do so.

6 If your tenancy stops being an assured tenancy or an assured shorthold tenancy (for example, because your home is no longer your only or main home), we may end the tenancy by giving you four weeks' notice in writing.

9 Definitions

Animals – includes cat, dog or other mammal, bird, fish, reptile, insect, arachnid or amphibian.

Appropriate tribunal – this is part of the courts system that can consider disputes relating to rent and/or service charges.

Assignment – an assignment of tenancy takes place where the tenant transfers the tenancy to another person. The assignment has to be done using a legal document called a deed of assignment. Your rights to assign this tenancy are restricted to those situations described in clause 5 of Section 4.

Assured non-shorthold tenancy – a tenancy granted in accordance with the Housing Act 1988 (as amended by the Housing Act 1996). It is not an assured shorthold tenancy. An assured non-shorthold tenancy can only be brought to an end by the Court on the landlord proving a Ground for Possession.

Assured shorthold tenancy – a tenancy granted in accordance with section 19A of the Housing Act 1988 as amended by the Housing Act 1996. An assured shorthold tenancy can be brought to an end by the Court without the landlord having to prove any Grounds for Possession or the Court deciding whether it is reasonable to make an order for possession.

Energy efficiency equipment – any feed-in-tariff generator equipment and/or renewable heat equipment.

Energy efficiency payments – any feed-in-tariff payment or renewable heat incentive payment.

Estate rules – any rules that we set at the start of the tenancy or with which residents agree should affect how we manage homes on an estate, in a block of flats or in a local area. This also includes any estate or neighbourhood agreements that we and residents sign up to setting out any local management arrangements and responsibilities.

Feed-in-tariff generator equipment – any low carbon generator equipment that may be installed by us or a third party with our permission, including any photovoltaic, wind, hydro, anaerobic digestion and CHP technology, which is eligible (as a matter of law) for feed-in-tariff benefits, together with any invertors, meters, monitoring, equipment, cabling and other associated media and works.

Feed-in-tariff payments – any feed-in-tariff generation payments and feed-in-tariff export payments payable in respect of feed-in-tariff generator equipment.

Fixtures and fittings – all appliances and furnishings (not removable furniture) in your home including those for supplying or using gas and water.

Garden – lawns, paved yards, parking and other spaces enclosed within your boundaries including any hedges, flowerbeds, trees, shrubs, outside walls and fences that form part of your home or its boundaries.

Grounds for possession – a summary of these is set out in Section 8 Getting a court order for possession. As confirmed in clause 6 of Section 8, we reserve the right to rely on any new or amended grounds introduced by future legislation.

Harassment – this includes, but is not limited to, any of the following:

- Any behaviour or actions which threaten the physical and/or mental health, and/or safety, and/or security, and/or sense of well-being of any other person
- Any behaviour or actions which have a hurtful, detrimental or destructive effect on any person's reasonable peaceful enjoyment of their home or surrounding environment
- Damage or threats of damage to property belonging to another person including damage to any part of a person's home
- Writing graffiti and in particular writing, threatening, abusive, offensive, or insulting graffiti
- Any action or omission calculated to interfere with the peace or comfort of any other person or to inconvenience such a person

Home – the property you live in as set out in the Details, including, for the avoidance of doubt, the garden (if you have sole use of it) but not:

- any shared areas;
- roof spaces of flats;
- the air space above and around the dwelling house;
- any energy efficiency equipment that may be fitted to the dwelling house or in the dwelling house either at the start of the tenancy or at any time during it; and
- any part of the dwelling house to which any energy efficiency equipment is attached.

Housing Regulator – the Government agency that regulates housing associations and other registered housing providers.

Improvement – any alteration or addition to your home.

Local area – the whole of the estate your home is on, and in most cases, any other place within one mile of the boundary including privately owned or other rented properties. In some circumstances the definition of local area may go beyond one mile of your home.

Lodger – a person who you allow to share your home whether you charge or not.

Managing agent or management company – another organisation who may provide some of the services to your home. The agent may be appointed by us to provide services or we may be required to use that agent as part of an agreement when we leased or bought homes in an area.

Mutual exchange – when you swap tenancies with another tenant.

Permitted number – the number of people who may occupy the home

Relative – includes parent, children, grandparents, brothers, sisters, uncles, aunts, step relatives, adopted children, grandchildren, nephews and nieces.

Renewable heat equipment – any renewable heat technology equipment or fuel source that may be installed and/or used by us or a third party with our permission including air and ground-source heat pumps, solar thermal, biomass, boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the natural gas grid, and any other technology which is eligible in law for renewable heat incentives, together with any meters, monitoring equipment, cabling and other associated media and works.

Renewable heat incentive payments – any renewable heat incentive payments payable in respect of the renewable heat equipment.

Rent – in this agreement the word "*rent*" means all charges which you are obliged to pay under the terms of this agreement.

Rent payment date – this means the Monday immediately preceding the date of this agreement and each Monday afterwards

Right to Acquire – this means you may be able to buy your home with the help of a grant to reduce the full cost. A member of our staff can tell you if you have this right.

Right to Repair – this means that we must carry out certain urgent or 'qualifying' repairs within set timescales. If we do not complete them within the stated timescales (you can ask us for details) and do not give you a good reason for not doing the work, you have the right to get the work done yourself and charge us the reasonable costs of the repairs you carry out. This is in line with Section 96 of the Housing Act 1985.

Service charge – an amount charged in addition to the accommodation charge to cover services provided. A service charge may also apply if you have special equipment fitted in your home and it is our responsibility to repair, maintain, service and insure it and/or replace it.

Security of tenure – the right of the tenant to live in their home under the tenancy agreement provided it is their only or principal home.

Shared areas – parts of the building which all tenants can use, for example, hallways, stairs and shared gardens. Sometimes referred to as '*communal areas*'

Spouse – your husband or wife or civil partner, or someone living with you as husband or wife – regardless of gender.

Sub let – giving another person the right to live in part of your home and charging them rent to live there.

Successor – a successor means one of the following people:

- A spouse or partner who the tenancy passed to under the Housing Act 1988
- Someone who had a joint tenancy and has become a sole tenant
- Someone who becomes tenant by exchanging their tenancy under the "right to exchange"- and they were a successor under their previous tenancy
- Someone who has had the tenancy assigned to them as someone who would have been entitled to take over the tenancy if the person assigning had died
- Someone who the tenancy passes to or is granted a new tenant pursuant to contractual rights of succession.

We, us, the landlord, the association – SHAL Housing Limited

Vehicle – a car, van, motor or pedal cycle, boat, trailer, caravan or other type of mobile home, a truck, lorry or other heavy goods vehicle.

You – the tenant, and in the case of joint tenants, any one or all of the joint tenants.