



herefordshire housing

>People >Homes >Communities

## Affordable rent tenancy agreement



Creating quality choices for communities

A photograph of a man and a woman in an outdoor setting. The man, in the foreground, is wearing a dark blue jacket and looking down at the woman. The woman is in the background, looking up at the man. They appear to be in a conversation.

The standard terms and conditions of the affordable rent tenancy agreement for new tenants.

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## Section 1 Your obligations

### 1 Possession

- (i) You must move into your home within 7 days of the tenancy start date unless you and we have agreed otherwise.
- (ii) Regardless of when you move into your home, you will be responsible for paying the Rent from the Commencement Date.

### 2 Rent

- (i) The Rent (as listed in the Particulars attached at the start of this agreement) is due weekly in advance each Monday and must be paid when due.
- (ii) You must tell us if you will be away from your home for more than 28 days so that we know that you have not abandoned your home.
- (iii) If you have a joint tenancy, you and the other joint tenant are each responsible for all the Rent due and for any Rent arrears. We can recover all Rent arrears owed for your home from any individual joint tenant. If one joint tenant leaves, the remaining tenant is responsible for any Rent that may still be owed. The departed joint tenant also remains responsible for payment of Rent. This means that both joint tenants have individual responsibility for all tenancy matters, whether the other joint tenant remains in the home or not.
- (iv) If you break the terms of this tenancy, whether by non-payment of Rent or in any other way, or refuse to leave when the tenancy ends, we will try to recover all of the costs we reasonably incur (including legal fees and court fees) from you.
- (v) You must pay all of the outgoings payable for your home for which you are responsible, including council tax, water charges, electricity and gas costs, and all other charges whether metered or billed.

### 3 Arrears owed by you

(i) It is a condition of this agreement that you repay to us any Rent or other arrears you may owe in respect of a former tenancy.

(ii) You agree that at the date of signing this agreement you owe us the sum of:

£ ..... in respect

of .....

relating to your former tenancy of .....

(the Arrears)

(iii) You agree to repay the Arrears at the rate of £..... per week, on Monday of each week, in advance (for the week ahead). You must make this payment in addition to the Rent payments to be made under the particulars of your tenancy agreement and Clause 2 of this Section (as varied under Section 7).

(iv) You agree that we will set all payments made from whatever source other than Housing Benefit firstly against the Arrears and then against the current Rent due.

(v) You agree that if you do not make the payments set out above you will be in breach of your tenancy and the Arrears will be payable to us immediately.

(vi) You must advise us of any material change in your circumstances which may affect your ability to keep to this arrangement or which may mean that you could increase the weekly repayments.

(vii) If further arrears due to us are identified once this agreement has been signed, you agree to enter into a repayment agreement by way of a variation to this agreement.

(viii) If you have any Rent arrears and if you leave your home to become our tenant in another property, we will be entitled to use all payments made on your new home to pay off any arrears on your old home.

### 4 Advance payments made by you

If you have made any advance Rent charge payments (known as credits) and if you leave your home to become our tenant in another property we will also be entitled to

use any credits you have built up on your old home to cover the Rent and other charges due for your new home.

### 5 Use of Your Home

**You must:**

- (i) use your home as a private dwelling, it must be your only or principal home, and you must not be a Herefordshire Housing tenant of more than one residential tenancy or own any interest in residential property (unless you have told us about it and we have agreed to it in writing);
- (ii) not carry on a trade or business or allow a trade or business to be carried on at your home without getting our written permission beforehand (such permission not to be unreasonably withheld or delayed). You must also obtain any necessary planning and other consents before asking for our permission. If our permission is given and the trade or business disturbs or causes nuisance or annoyance to your neighbours, our permission will be withdrawn;
- (iii) not use your home, any communal area or the locality for any illegal, criminal, immoral or improper purposes;
- (iv) not display any business advertisement, sign or notice on your home without getting our written permission beforehand (such permission not to be unreasonably withheld or delayed).

### 6 Care of Your Home

**You must:**

- (i) Keep your home in a clean and tidy condition (including communal areas in the case of flats) in particular:
  - you must not place any item or items or allow any item or items to be placed in such a position (either inside or outside your home) so that access to and from your home or to and from any neighbouring property or land is obstructed;
- (ii) make sure that no flammable or dangerous materials, paraffin, petrol or bottled gases, such as those used in portable room heaters, except for normal household goods are kept on or in your home in a manner which might cause danger;
- (iii) not damage, deface or put graffiti on your home or any part of our property. You may have to pay for any repair or replacement arising from any damage caused to your home or any other property by your family, your pets, lodgers or visitors, including children (fair wear and tear excepted);



- (iv) if you occupy a flat, you must co-operate with us and your neighbours to keep any communal areas clean, tidy and clear of any obstructions. This duty must be shared equally between all residents. Your failure to comply with this obligation could result in us carrying out this work ourselves and re-charging you for our reasonable costs incurred, or taking legal action against you;
- (v) not put up any structures such as sheds, garages or pigeon lofts or external fixtures such as satellite dishes, television or radio aerials without getting our written permission beforehand (such permission not to be unreasonably withheld or delayed) and, where required, Planning Permission and/ or Building Regulation approval from the Council;
- (vi) take all reasonable steps to prevent damage to your home by fire, frost, the bursting of water pipes or the blocking of drains. The Tenants' Handbook contains practical advice on how you can avoid damage of this kind;
- (vii) not make false or malicious complaints to us about the behaviour of any other person living in or visiting within the vicinity of your home;
- (viii) not tamper or interfere with equipment for the supply of services or other security and safety equipment.

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

Whenever we use the word "flat" in this Tenancy Agreement to describe a dwelling we also include maisonettes.

## **7 Nuisance, Discrimination and Other Harassment**

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

- (i) Cause, or enter into any activity likely to cause, a nuisance, annoyance or disturbance to any person living in, visiting or otherwise engaging in a lawful activity in your home or the locality of your home.

**Examples of nuisance, annoyance or disturbance could include:**

Noise nuisance (for example, persistent or prolonged playing of loud music, arguing and door slamming); shouting and being verbally abusive; nuisance from animals (for example, dog fouling); violence or threats of

violence; offensive drunkenness; selling of drugs or drug abuse or any drug related offences from a property or within the locality; undertaking major car repairs or causing any nuisance from or in connection with vehicles; throwing stones; use of air rifles and pellet guns; damage to property, including graffiti and vandalism; littering, fly-tipping, rubbish dumping and misuse of communal areas.

- (ii) Commit any form of harassment or hate incident on the grounds of race, religion and beliefs, sex, sexual orientation, gender reassignment, age or disability, or for any other reason, which may interfere or be perceived as interfering with the peace and comfort of, or cause offence to, a person residing, visiting or otherwise engaging in a lawful activity in their home or in the locality.

**Examples of harassment include:**

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

**(The examples of nuisance, discrimination and harassment listed in Clauses 7 (i) and (ii) are not exhaustive or exclusive.)**

- (iii) inflict violence or threaten violence against any other person living with you or living elsewhere;
- (iv) harass or carry out mental or physical or sexual abuse which makes anyone who lives with you leave the home;
- (v) use or threaten to use violence or abusive or insulting words or behaviour towards any other person, including our employees, agents or contactors or anyone on official business at any place or at any time. This includes acts which are likely to injure, intimidate, cause alarm or distress;
- (vi) play or allow to be played any radio, television, recording or musical instrument or operate any other equipment so loudly that it causes a nuisance, disturbance or annoyance to neighbours or can be heard outside your home.

## **8 Pets and Animals**

You can keep a pet at your home without getting our written permission. If you decide to keep pets at your home you must:

- (i) keep any pet, animal or bird under control;

- (ii) not allow the pet, animal or bird to cause a nuisance or be a potential danger to others;
- (iii) not allow the pet, animal or bird to cause damage to your home, communal area or other areas or property owned by us;
- (iv) not permit your pet, animal or bird to foul communal areas or public places;
- (v) make sure that the pet, animal or bird can be suitably kept in your home or its environment;
- (vi) keep the pet, animal or bird in accordance with the Law.

We reserve the right to ask you to remove the pet if any of the above conditions are broken and will take into account;

- the type and size of the animal ;
- the type and size of the property;
- the number of people living with you;
- hygiene; and
- the welfare of the animal,

when making our decision. If you fail to remove the pet, you will be in breach of this Tenancy Agreement.

This clause does not give you permission to keep any pet that is prohibited in law, for example a dangerous dog.

## 9 Internal Decoration and Repairs

**You must:**

- (i) notify us promptly of any disrepair or defect which is our responsibility at your home or the communal areas or in any installation to your home or in the communal areas;
- (ii) keep the inside of your home in good and clean condition;
- (iii) pay if requested to do so by us the reasonable cost of any works of repair or replacement arising from damage to your home (other than fair wear and tear) caused or permitted by you, your family, your pets, lodgers or visitors, including children. You will be charged **for the repair or replacement work whether the damage is caused deliberately or through carelessness or by your own neglect.** You have a duty to take reasonable care of your home and any communal areas internally and externally.
- (iv) pay our reasonable charges for work done during the tenancy and after the tenancy has ended, **even if the charges have been identified after you have left your home;**





## 10 Rubbish

You must dispose of all rubbish and refuse promptly and properly (in any bins if provided) and not allow rubbish or other waste to accumulate in or around your home.

## 11 Communal Areas

**If you share any communal areas with other tenants you must:**

- (i) keep them clean and free from obstruction, rubbish and defacement;
- (ii) not throw anything from any landing, balcony, corridor or window in your property or in the communal areas; and
- (iii) keep noise in communal areas to a reasonable level to avoid causing a nuisance to others.

## 12 Access

**You must:**

- (i) allow us, or anyone working for us, including contractors acting on our behalf, reasonable access to all parts of your home. Access will usually be during daytime, on production of appropriate proof of identity, to inspect the condition of your home or carry out repairs or other works to your home or adjoining property. We will normally give you a minimum of 24 hours notice that we need access, but we may need immediate access in an emergency (in which case if there is no one in and we have made all reasonable efforts to contact you we may ask the emergency services to force entry); and
- (ii) this (i) also applies to inspections, repairs and other works to the installations in your home, such as gas, electricity and water; and
- (iii) not obstruct access to your home, either directly (for instance by refusing permission to enter or by missing or cancelling appointments or by failing to respond to requests for access) or indirectly (for instance by accumulation of furniture, personal effects, stored items or unhygienic conditions).

## 13 Assignment, Exchange, Sub-letting and Lodgers

- (i) you must not assign, exchange, sub-let or part with possession of the whole or part of your home unless you are an assured non-shorthold tenant and you have our written permission beforehand (which will not be unreasonably withheld or delayed), or this is necessary because of a court order;



- (ii) you may allow anyone to live in your home as a lodger but you must notify us in writing of the lodger's name, gender, age and previous address as soon as you can after he or she moves in and you must not exceed the maximum number of people allowed to live in your home. This does not mean that you can sub-let or give up possession of part of your home; for this you must get our written permission;
- (iii) where deterioration of your home or any common parts is due to the neglect, default or anti-social behaviour of your lodger, sub-tenant or visitor, you are required to take whatever steps are reasonable for the removal of the lodger, sub-tenant or visitor; and
- (iv) you agree that you will not petition for your own bankruptcy and that if you do this will be a breach of your tenancy obligations, for which we may seek to recover possession of your home.

#### 14 Garden

##### You must:

- (i) maintain any garden (including trees, shrubs and hedges) which is part of your home in a good and tidy condition, free from rubbish, and not overgrown;
- (ii) not extend or reduce the boundaries of your property. You must not allow anyone else to extend the boundaries of their property into yours either and you must report any such incidents to us promptly.

#### 15 Fencing

##### You must:

- (i) maintain the fencing which is your responsibility to our reasonable satisfaction; and
- (ii) not erect walls or fences or alter, move or interfere with existing boundary features without getting our written permission beforehand (such permission not to be unreasonably withheld or delayed). If you break this condition we may do the work required to return the boundary to its original state and charge you for the reasonable costs we incur and we may still take legal action against you.

#### 16 Parking

##### You must not:

- (i) park any vehicle within the boundaries of your home without having:
  - an access or dropped pavement approved by us;

- a hard standing approved by us; and
- the approval of the Highways Agency and, where required, planning permission from the Council.

- (ii) park, dismantle, repair or leave any vehicle (including caravans and trailers) or boat on any Herefordshire Housing land (including garage forecourts) without our specific permission, which may be withdrawn at any time;
- (iii) park any vehicle on grass verges or other landscaped areas or use estate car parks for any other purpose other than parking. Communal parking is on a first-come-first-served basis. Parking is for taxed, insured and roadworthy vehicles only;
- (iv) cause an obstruction or block access by the parking of any vehicle (including caravans and trailers) or boat by you, your lodgers or visitors; or
- (v) carry out repairs to vehicles on Herefordshire Housing land including estate roads and car parks or on the public highway in the locality of your home or leave vehicles in an unroadworthy or undriveable condition on those roads or highways. "Vehicle" includes any machine which moves on wheels, for example cars, trailers, motorbikes, scooters, quadbikes, go-peds and mobility vehicles.

#### 17 Overcrowding

You must not allow your home to be occupied in a manner which would cause it to be overcrowded by exceeding the maximum number of people allowed to live in your home at clause 3 of the Particulars.

#### 18 Future Changes to this Agreement

You must observe any Regulations which we have made (or which we may make in the future) for the proper management and good order of our properties, whether those Regulations apply generally or in specific localities including your home. We will not make any such Regulations without inviting tenants who will be affected by them to give their views, and we will consider those views carefully before making the Regulations. We will only make Regulations where it is necessary and reasonable to do so. We will inform you of the Regulations which affect you at any time.

#### 19 How You May End the Tenancy and Move Out

##### If you wish to end your tenancy, you must:

- (i) give us a minimum of 28 days notice in writing to end on a Sunday. If you are joint tenants, either of you can end the tenancy and we will decide if the other joint



tenant can stay in the home; areas;

- (ii) give us vacant possession of your home and return all the keys. If you install any fixtures, most of these will become our property, which you must not remove when the tenancy ends. If there is an item you wish to take with you, then you should obtain our permission in writing before you remove it (such permission not to be unreasonably withheld or delayed). If you remove fixtures you will be charged the reasonable cost of them being replaced and any damage caused. We may compensate you for certain fixtures – see Clause 3 of Section 4 Your Right to Compensation for assured (non-shorthold) tenants only;
- (iii) remove all furniture, personal possessions and rubbish; and
- (iv) leave your home in good repair, good decorative order and in a clean condition. You must pay any reasonable costs we incur for cleaning, repair or replacement if untidiness or damage has been caused by your family, your pets, lodgers or visitors, including children. You will not have to pay for normal wear and tear.

If any items are found in your home after you leave, they will be removed and may be disposed of after we have given you reasonable notice and you may be charged the reasonable costs of removal, storage and disposal.

## Section 2 Your Rights

**Starter and assured (non-shorthold) tenants have the following rights:-**

### **1 Occupation of Your Home**

You have the right to live peacefully in your home without interruption or interference from us (except as allowed by this Tenancy Agreement) as long as you keep to the terms of this tenancy agreement. However, we may have to enter your home in certain circumstances, as explained in Clause 12 of Section 1.

### **2 Security of Tenure**

You are a starter (assured shorthold) or assured (non-shorthold) tenant with security of tenure as long as you occupy your home as your only or principal home. We can only end the assured tenancy by obtaining a court order for possession in one or more of the ways listed in Section 8 save where Clause 3 (below) applies.

### **3 If Your Starter or Assured (non-shorthold) Tenancy Ends**

If you stop living in your home as your main or principal home your tenancy may stop being a form of assured



tenancy. If your tenancy does stop being a form of assured tenancy, we may end your tenancy by giving you four weeks notice in writing and (if necessary) obtaining a court order for possession.

#### 4 Succession Rights

If you die you may have the right to pass on a tenancy to your wife, husband or partner (including same sex partner) or a member of your family. They will have to provide official proof that they satisfy the conditions for succession. Your rights are set out in Section 3; if your tenancy is a starter (assured shorthold) tenancy and Clause 5 in Section 4 if your tenancy is an assured (non- shorthold) tenancy. If your home is larger than we would normally make available to your successor, we may offer them a smaller dwelling and, if they refuse it, we may take court proceedings against them for the possession of your home.

#### 5 Right to Take in Lodgers

You may allow anyone to live in your home as a lodger (as long as this does not mean there are more people living in your home than allowed under clause 3 of the Particulars), but you must notify us in writing of the lodger's name, gender, age and previous address as soon as you can after he or she moves in.

#### 6 Right to Repair

You have the right to carry out repairs which are our responsibility, where you have reported the need for a repair and we have confirmed this by sending a receipt to you, but where we have, without good reason, failed to carry out the repair within the timescales we have undertaken to comply with.

We will refund the cost of repairs, provided these are agreed **before** the works are carried out.

#### 7 Right to Consultation

We will consult you on any matters substantially affecting the housing services you receive.

#### 8 Right to Information

**You have a right to information from us about:**

- the terms of this tenancy agreement;
- our responsibilities as landlord;
- our policies and procedures;
- housing allocation and transfers;
- equal opportunities;
- our principles for fixing rents; and
- our performance as landlord.



## Section 3

### Rights to take over starter tenancy when you die

**This only applies to starter (assured shorthold) tenants.**

#### 1 Joint Tenants' Right to Succession

**You must:**

Upon your death any surviving joint tenant may take over your starter tenancy. The successor will take over the existing starter tenancy in their sole name.

#### 2 Joint Tenants' Right to Succession

- (i) Upon your death as a sole tenant your wife, husband or civil partner (or other partner living with you as wife or husband or civil partner) (including same sex partner) has the right to take over your starter tenancy PROVIDING they occupied your home as their only or principal home at the time of your death. The successor will take over the existing starter tenancy in their sole name.
- (ii) This statutory right will not be available if you have previously succeeded to (or become sole tenant of) this tenancy upon the death of the previous tenant.
- (iii) If more than one person is entitled to succeed, they will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide who will succeed to the tenancy.

#### 3 Notification of Death of Tenant

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

## Section 4

### Extra rights for assured (non-shorthold) tenants only

#### 1 Right to Sub-let Your Home

You have the right to sub-let or part with possession of the whole or part of your home if you have obtained our written permission beforehand (such permission not to be unreasonably withheld or delayed). If permission is given, it may be subject to reasonable conditions.

#### 2 Right to Make Improvements

You may make improvements, alterations and additions to your home, including putting up aerials, external decoration and additions or alterations to our installations, fixtures and fittings as long as you get our written permission (such permission not to be unreasonably withheld or delayed) and all other necessary approvals (for example, Planning Permission or Building Regulations approval) beforehand.

If it is reasonable for us to give you our permission, we will do so but may make reasonable conditions relating to the materials you can use or the standard of workmanship or other relevant matters. We may also ask your neighbours' views when considering an application for improvements or alterations which may affect them. If you do not comply with all of the conditions for the work being done, we may treat this as a breach of your obligations under this tenancy agreement and seek possession of your home on Ground 12 of Schedule 2 of the Housing Act 1988.

#### 3 Right to Compensation for Improvements

If you carry out certain improvements to your home with our written permission and then your tenancy ends, you may be entitled to some compensation towards the costs of these improvements. This will be explained further at the time you apply for permission to carry out the works.

#### 4 Right to Exchange

You have the right to exchange this tenancy with that of another tenant of Herefordshire Housing or a registered provider of social housing or new town as long as you have written permission from us. We will not refuse this unless we have good reason to. You will also need to sign a Deed of

Assignment to make the exchange lawful. You will have the right to be registered with HOMES and HOMESWAP or the equivalent agencies.

## 5 Right of Succession

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

Upon your death any surviving joint tenant has the right to succeed. As long as you are not a successor (as defined at clause 5(iii) below), then your spouse or civil partner or a person living with you as your husband or wife or civil partner (including same sex partners) has the right to succeed provided that they occupied your home as their only or principal home at the time of your death. This is a statutory right.

- (i) If there is more than one person entitled to succeed by statute as your spouse or partner they will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide who will succeed to the tenancy.
- (ii) The successor or potential successor(s) must notify us in writing of your death within one month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made as set out in clause 5 (i) above;
- (iii) You are a successor if:
  - you were a joint tenant and have become the sole tenant; or
  - you gained this tenancy by a right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant.

## 6 Right to Assign to a Qualifying Successor

You have the right to assign your tenancy to a person who would qualify to succeed to the tenancy upon your death, unless it is reasonable for us to refuse. An example of where an assignment might be requested (but not necessarily granted) would be where the tenant moves into residential care accommodation or is sent to prison for a long term. An example of where it would be reasonable for us to refuse would be where we inform you that we are about to seek possession of your home or where you have committed criminal or anti-social behaviour in your

home or where the property would be underoccupied.

## 7 Right to Acquire

You have the Right to Acquire your home under the Housing Act 1996, unless you live in the type of housing excluded by that legislation such as;

- (i) designated housing for the elderly or disabled;
- (ii) a designated area where the population is less than 3000 - you should check this with us.

Where you have both the Preserved Right to Buy below and the Right to Acquire you cannot exercise both rights.

## 8 Preserved Right to Buy

- (i) If you were a tenant of Herefordshire Council and became an assured tenant of Herefordshire Housing on 26 November 2002 ("a Transferring Tenant") you will retain the Preserved Right to Buy (even if you have exchanged your old tenancy for this assured tenancy) if your new home is owned by Herefordshire Housing and is a property that is eligible to be purchased under the Preserved Right to Buy.
- (ii) If you are not a Transferring Tenant you will not have the Preserved Right to Buy now, or before, or after, exchange of this assured tenancy.

## Section 5 Our obligations as landlord

### 1 Your Right to Possession

We will not interfere with your right to possession of your home (except in the ways in which we are allowed to by this Tenancy Agreement).

### 2 Repairs

**We will:**

- (i) keep the structure and exterior of your home (including communal areas in the case of flats and maisonettes) in repair;
- (ii) keep in repair and proper working order the installations provided by us in your home for the supply of water, gas and electricity, for sanitation and for space or water heating.

### 3. Consultation

We will consult you or your representative if you are likely to be substantially affected by any proposed changes in, or additions to, our policies (other than Rents).



## 4 Provision of Information

### We will:

- (i) provide a summary of the rules for deciding priority in allocating housing, including transfers and exchanges;
- (ii) publish information about tenancies, performance indicators, policies, complaints procedure and details of the Independent Housing Ombudsman. We may publish these via our website.

## 5 Services

- (i) We will provide the services listed in the schedule to this agreement (as applicable as stated in the schedule) (the "services") for which you will pay the service charge (charged as part of the Rent).
- (ii) We may change the services provided either:
  - (a) by written agreement between us and you; or
  - (b) by us, after we have:
    - written to you setting out the changes we wish to make to the services and the impact upon you;
    - given you a reasonable period of time to make written representations to us about the changes;
    - considered any written representations made by you; and
    - sent a notice of variation to you which tells you what changes we are making to the services and the impact on you (the "new services") and the date on which the new services will take effect.
- (c) The new services shall not take effect until at least 28 days after the notice of variation is sent.
- (d) If you do not wish to continue the tenancy on the new services you have the right to end the tenancy by writing to us before the new services take effect stating:
  - Your wish to end the tenancy on or before the new services take effect; and
  - The date on which the tenancy is to end.

## Section 6

### Our rights as landlord

#### 1 Right to Seek to Recover Possession

We may seek to recover possession of your home as set out in Section 8. Where we seek possession on one of the grounds in Schedule 2 of the Housing Act 1988 (as amended or replaced by the Housing Act 1996 or any subsequent legislation) we may ask the Court to excuse us from giving notice before starting proceedings where circumstances justify this.

#### 2 Right to Access

We have the right to gain access to your home in the circumstances described in Clause 12 of Section 1.

#### 3 Right to Fix Wires etc

### We have:

- (i) the right to erect, fit, attach, fix, use, maintain and improve any wires, poles, brackets, fixtures and fittings in, over, or upon your home for the purpose of supplying radio and television diffusion services to any other property. If we provide communal television or similar systems which are available for your use we may (in order to comply with planning laws) restrict or remove any right you may have to install and keep your own television reception equipment on the outside of your home or the building in which you live. We may charge you for a proportion of the reasonable cost of purchase, rental, installation, maintenance, and other running costs of the communal system through the service charge. You must pay your own licence fees;
- (ii) the right to install, use, maintain and improve in your home and in the common parts cables, wires, fixtures or other equipment for provision by us of emergency alarm or security systems;
- (iii) the right to install, pass, use, maintain, improve and remove cables, pipes and other service media through, over and under your home for any purpose; and
- (iv) the right to take and use part of your garden or other grounds around your home either temporarily or permanently if it is reasonably necessary for us to do so in order to undertake a project or development in the

locality of your home. We will consult with you beforehand and we will pay you proper compensation in accordance with statutory and regulatory guidelines if we do this.

## Section 7 Your rent

### 1 Changing Your Rent

- (i) We may review the Rent (inclusive of service charges)
- (a) Rent (inclusive of service charges) will be increased in line with relevant legislative or regulatory requirements as may be from time to time; and
- (b) (following consultation as required by this tenancy agreement) at any time when the services have been increased, added to, removed or varied
- by giving you at least 28 days written notice of the change. The notice will set out the new Rent.
- (ii) For the avoidance of doubt, sections 13 and 14 of the Housing Act 1988 will not apply to Rent increases under this tenancy agreement.

## Section 8 How we may end your tenancy

1. (i) If you have a starter (assured shorthold tenancy) it can be brought to an end and a court order obtained for possession either under Section 21 of the Housing Act 1988 or under one or more of the Grounds set out in Schedule 2 of the Housing Act 1988.
- (ii) Where we seek to end your tenancy under Section 21 of the Housing Act 1988 we will give you two months' notice in writing.
- 2 If you are an assured (non-shorthold) tenant we can only end your tenancy on one or more of the Grounds set out in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996. If we intend to get a court order against you we will give you at least two weeks' notice in writing unless we are using grounds 14 and 14A when the notice may be less than two weeks. In extreme cases we may ask the court for permission to dispense with any notice before we start court proceedings. An example of an extreme case is where violence or the threat of violence has occurred and is likely to recur.
- 3 Where we want to get a court order under Schedule 2 of the Housing Act 1988 we may

use any Ground without restriction except Ground 2 but normally we will use one or more of the following grounds and we will typically (but without restricting ourselves) use them in the following circumstances:

#### (Ground 6)

- (i) If we intend to demolish or reconstruct all or part of your home or to carry out substantial works on your home;

#### (Ground 7)

- (ii) If you die and leave the tenancy to someone who does not have the right of succession to it;
- (iii) where we have offered you suitable alternative accommodation (Ground 9) and we can show that (for example):
- we intend to demolish your home or restructure the building or part of the building which includes your home and we need your home empty to carry out the work; or
  - your home has special features (which you do not need) for an elderly or disabled person, and we need your home for someone who needs those special features; or
  - you took over the tenancy as a successor and there are too few people living in your home considering its size; or
  - it is reasonable in all the circumstances to move you to other accommodation;

#### (Ground 7A)

Any of the following conditions is met.

Condition 1 is that—

- (a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and
- (b) the serious offence—
- (i) was committed (wholly or partly) in, or in the locality of, the dwelling-house,
  - (ii) was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
  - (iii) was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and directly or indirectly related to or affected those functions.

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwelling-house, has breached a provision of an injunction under section 1 of the Anti-social Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and—

- (a) the breach occurred in, or in the locality of, the dwelling-house, or
- (b) the breach occurred elsewhere and the provision breached was a provision intended to prevent—
  - (i) conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
  - (ii) conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under section 30 of the Anti-social Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved—

- (a) a breach that occurred in, or in the locality of, the dwelling-house, or
- (b) a breach that occurred elsewhere of a provision intended to prevent—
  - (i) behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house, or
  - (ii) behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 4 is that—

- (a) the dwelling-house is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and
- (b) access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under section 76 of that Act) for a continuous period of more than 48 hours.

Condition 5 is that—

- (a) the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under—
  - (i) section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance), or
  - (ii) section 82(8) of that Act (breach of court order to abate statutory nuisance etc.), and

- (b) the nuisance concerned was noise emitted from the dwelling-house which was a statutory nuisance for the purposes of Part 3 of that Act by virtue of section 79(1)(g) of that Act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if—

- (a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or
- (b) the final determination of the appeal results in the conviction, finding or order being overturned.

In this ground—

- “relevant proceedings” means proceedings for contempt of court or proceedings under Schedule 2 of the Anti-social Behaviour, Crime and Policing Act 2014;
- “serious offence” means an offence which—
  - (a) was committed on or after the day on which this ground comes into force,
  - (b) is specified, or falls within a description specified, in Schedule 2A of the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter, and
  - (c) is not an offence that is triable only summarily by virtue of section 22 of the Magistrates' Courts Act 1980 (either-way offences where value involved is small).”

(Ground 8),

- (iv) (a) at least 8 weeks rent is unpaid or (Ground 10),
- (b) you have not paid all of the rent you owe or (Ground 11),
- (c) you have persistently delayed paying rent which has become lawfully due

(Ground 12)

- (v) you have broken, or failed to keep to any of the conditions of this tenancy;

(Ground 13)

- (vi) you or anyone living with you has damaged or not looked after your home or its surroundings, or your lodger or sub-tenant damaged your home and you have not taken all reasonable steps to evict that person from your home;

(Ground 14)

- a) you or anyone living in or visiting your home has been guilty of conduct causing or likely to cause nuisance or annoyance to a person living, visiting or otherwise engaging in a lawful activity in the locality; or you or anyone living in or visiting your home for an illegal or immoral purpose of committing an indictable offence in or in the locality of your home;



- aa) Has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions, or
- (b) has been convicted of;
- (i) using the dwelling-house or allowing it to be used for immoral or illegal purposes or
  - (ii) an [indictable] offence committed in, or in the locality of the dwelling house.

**(Ground 14a)**

you lived at your home as a married couple, as civil partners, or as a couple living together as husband and wife or as if they were civil partners and one partner has left because of domestic violence or threats and we can show that the partner who has left is unlikely to return;

**(Ground 14ZA)**

The tenant or an adult residing in the dwelling-house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

**(Ground 15)**

- (ix) you or anyone living in your home has damaged any furniture provided for use under the tenancy; and if your lodger or subtenant has caused the damage to furniture provided under the tenancy, you have not taken all reasonable steps to evict that person from your home;

**(Ground 16)**

- (x) we let you your home because of your job and you no longer have that job;

**(Ground 17)**

- (xi) you, or someone acting on your behalf, made a false statement to get this tenancy from us;

These are the grounds one or more of which we will normally use to get a court order against you as an assured tenant (including those starter tenants where a Notice under section 21 of the Housing Act 1988 has not been served). They are summarised here but we will use any statutory grounds (except Ground 2) without restriction, as they are set out in the Housing Act 1988 or re-enacted or amended or added to in or by any subsequent legislation.

## Section 9 Complaints

If you think we have broken this tenancy agreement or not kept to our responsibilities you can complain to us in writing. If you feel that we have not dealt with your complaint you can get advice and information from a Citizens' Advice Bureau or law centre or from a solicitor. Once you have exhausted our complaints procedure you can then refer your

complaint to the Independent Housing Ombudsman. We are required to co-operate with the Ombudsman in dealing with complaints and to comply with any findings or recommendations the Ombudsman makes. More details of the Complaints Procedure can be found in the Tenants' Handbook or by asking us.

## Section 10 General

### 1 This Tenancy Agreement consists of two documents:

- (1) this document "The Standard Terms and Conditions of your Tenancy Agreement", and
- (2) a separate document the "Particulars of your Tenancy Agreement".

If the terms and conditions in this document ("the Standard Terms and Conditions") do not agree with the "Particulars Of Your Tenancy Agreement" (the Particulars") which you have also signed for this tenancy, the terms and conditions in the Particulars will apply.

### 2 Changing the Terms and Conditions

Except for changes in Rent or services, these terms and conditions may only be changed by you and us agreeing in writing.

- (i) In parts of this Tenancy Agreement we have explained your and our legal rights and obligations and given examples. Our explanations and examples do not alter the law or restrict your or our rights and obligations under the law.
- (ii) When we apply this Tenancy Agreement to you we will comply with the regulations set from time to time by the Homes and Communities Agency
- (iii) The dwelling that is the subject of this tenancy is held by a non-exempt registered charity and the grant of this Tenancy is a disposition falling within the Charities Act 1993 Section 36(9)(a).

## Schedule of services

Not all of our properties receive all of the services listed below. The range of services provided will depend upon the nature of each particular property.

### Heating and hot water

- a. Fuel (gas, oil, electricity, coal, coke etc).
- b. Repairs/maintenance contracts - boilers, heat exchanges, hot water tanks, communal radiators and pipes.
- c. Insurance of boilers, oil storage tanks, etc.
- d. Electricity for pumps etc. (not usually metered separately).
- e. Administration/supervision allowance and profit.
- f. Depreciation of plant
- g. Fees of energy saving consultants, if appropriate.

### Common parts and communal services

- a. Cleaner's wages including holiday relief.
- b. Cleaning materials.
- c. Electricity for lighting, power for vacuum cleaners and polishers, etc.
- d. Replacement lamps.
- e. Window cleaning in common parts.
- f. Refuse sacks provision, hire of refuse containers.
- g. Emergency lighting maintenance.
- h. Communal radio, TV aerial maintenance and communal television licence fee.
- i. TV relay rental and satellite relay.
- j. Fire/smoke detection alarms maintenance.
- k. Smoke dispersal equipment maintenance.
- l. Fire fighting equipment maintenance.
- m. Door entry telephone rental/maintenance.
- n. Pesticides and pest control contracts
- o. Communal telephone rental.
- p. Maintenance of common parts, grounds and car parks.
- q. Gardener's wages/contractor's charge.
- r. Repair/maintenance of gardening tools and equipment.
- s. Plants, shrubs and tree lopping - annual provision (if appropriate).
- t. Employer's liability and third party insurances.
- u. Administration/supervision allowance and profit.
- v. Maintenance and depreciation of door entry telephone/fire fighting/detection equipment, warden and other call systems, radio and TV aerials, vacuum cleaners, lawn mowers etc.
- w. Ventilation and air conditioning equipment maintenance.
- x. Maintenance of water softening and purification systems.
- y. Plant and equipment testing required by statute.
- z. Security
- aa. CCTV

### Porters, wardens, caretakers

- a. Salaries/wages/honoraria, excluding a percentage for the landlord's management function.
- b. Employer's pension contribution.
- c. Employer's national insurance contribution.
- d. Council tax, water and sewerage rates on porter's/warden's accommodation
- e. Uniforms/overalls allowance.
- f. Gas and electricity allowances on porter's/warden's accommodation.
- g. Decoration allowance on porter's/warden's accommodation.
- h. Administration/supervision allowance and profit.
- i. Notional reasonable rental value of rent free accommodation.
- j. Depreciation of office furniture.

### Passenger and goods lifts

- a. Electricity power
- b. Repairs/maintenance contract
- c. Insurance
- d. Administration/supervision allowance and profit
- e. Depreciation of plant

### Special facilities

- a. Electricity for lighting and cooking etc, in communal rooms, laundries and kitchens.
- b. Decoration of communal rooms, laundry rooms etc.
- c. Cleaning and repair of communal furniture, carpets etc.
- d. Insurance of furniture.
- e. Administration/supervision and profit.
- f. Depreciation and maintenance of refrigerators, water heaters, cookers in communal kitchens, laundry equipment, communal room furniture and carpets.
- g. Maintenance and depreciation of burglar alarms and security lighting.
- h. Maintenance and depreciation of cookers, refrigerators and washing machines within the dwelling if repaired and maintained by the landlord.
- i. Special facilities for disabled.
- j. Solar panels

Where in this Schedule there is reference to depreciation we may instead operate a sinking fund.

Property: .....

(Signed:) Tenant ..... Tenant .....

(On behalf of Herefordshire Housing Limited)

..... Date .....

(The signatures and date here should be the same as those that appear on the Particulars)

## Versions in other languages



### Polish

Niniejszy biuletyn zawiera najważniejsze informacje dotyczące oferty mieszkaniowej i innych usług oferowanych przez Herefordshire Housing. Jeśli zechcielibyście Państwo otrzymać

więcej informacji w języku polskim, prosimy o kontakt pod numerem telefonu: 0300 777 4321.

### Russian

Это информационное письмо для жильцов содержит важную информацию о работе отдела по обслуживанию

жильцов. Если Вы хотите получить перевод этой информации, то, пожалуйста, звоните по телефону: 0300 777 4321.

### Portuguese

Este boletim informativo para os inquilinos contém informação importante sobre os serviços de habitação. Se quiser que esta informação seja traduzida, por favor telefone para 0300 777 4321.

### Lithuanian

Šiame naujienraštyje yra informacijos apie gyvenamojo būsto paslaugas. Jeigu norite gauti šios informacijos vertimą, skambinkite tel. 0300 777 4321.

Stay informed. Follow us on: [in](#) [tw](#) [f](#)

#### Head Office

> Herefordshire Housing Ltd, Legion Way, Hereford HR1 1LN  
> Telephone 0300 777 4321 > Email [info@hhl.org.uk](mailto:info@hhl.org.uk) > Website [www.hhl.org.uk](http://www.hhl.org.uk)

> Registered Charity Number 1105907 > Registered with the Homes and Communities Agency Number LH4353 > Registered in England Number 4221587

