

Orbit East Affordable Rent 5 Year Fixed Term Tenancy - Assured Shorthold

1. Tenancy Details

1.1 This Tenancy Agreement is between the following:-

Orbit South Housing Association Limited

t/a Orbit East of Foy House,

Garden Court,

Harry Weston Road,

Binley Business Park,

Coventry.

CV3 2SU

(being its registered office) ("the landlord"),

And

[REDACTED]

of

[REDACTED]

("the tenant")

1.2 In this Tenancy Agreement references to "we", "our" and "us" refers to the Landlord and "you" and "your" refers to the Tenant. If this is a joint tenancy the term "you" applies to each of you.

1.3 The property which was let to you by us under this tenancy is

[REDACTED]

("your home"), which is a 2 bedroom House.

In this agreement "your home" or "the property" means the property at the address above and includes any garden (but not communal garden), yard, outbuildings, boundary walls/fencing balcony or other facility or amenity provided by us for your exclusive use.

1.4 The tenancy begins on 27/07/2020 and is a five year fixed term assured

shorthold tenancy subject to the terms set out on this and the following pages.

- 1.5 The **maximum number** of persons allowed to live in your home is 4
- 1.6 The tenancy is an **affordable** rent tenancy. For more detail on **affordable** rent tenancies, you should consult our **affordable** rent policy.

The Total Weekly Rent initially set at the commencement of this tenancy may be up to 80% of the **local** market rent for properties similar to your home. Market rent means the rent that could be demanded for the Property in the competitive open market for a property of equivalent size and location. We establish the market rent for the Property and may charge up to 80% of this figure.

- 1.7 The term rent within this Agreement refers to just the rent element. Where the Agreement shows Total Weekly Rent, this includes the rent and variable service charge but excludes other additional charges shown within your agreement.
- 1.8 The amount you have to pay for including any additional charges on top of your Total Weekly Rent is shown as 'Total Weekly Payment'.
- 1.9 The Total Weekly Payment, which includes the Total Weekly Rent is due in advance on the Monday of each week. Where the first Monday falls less than seven days from the start of the tenancy the initial sum payable shall be calculated on an apportioned daily basis. Thereafter the weekly sums below shall be payable.

The payments due weekly for your property are detailed below, or as varied from time to time in accordance with this Agreement.

Weekly rent: £101.73

Weekly variable service charge: £5.15

Total Weekly Rent: £106.88

Weekly support charges:

- Scheme-based support charge: £0.00
- Emergency Alarm charge: £0.00

Weekly heating charge: £0.00

Weekly water charge: £0.00

Weekly Council Tax charge: £0.00

Total Weekly Payment: £106.88

If this agreement is dated between 14 January 2019 and 31 March 2019 inclusive, the rent and service charge payments due will change, with effect from 1 April 2019 as follows:

Weekly rent £

Weekly variable service charge £

Total weekly rent £

Scheme-based support charge £

Emergency alarm charge £

Weekly heating charge £

Weekly water charge £

Weekly Council Tax charge £

Total weekly payment £

After these changes, any further rent and service charge changes will be made in accordance with the terms of this agreement. Other charges set out in this agreement may change from time to time in accordance with the terms of the agreement.

The variable service charge is made up of the services listed in Appendix A.

For the avoidance of any doubt, any rent, variable service charge, support charge or other charges which make up your Total Weekly Payment are your personal responsibility and you must make sure all such payments are made in full in accordance with this Agreement.

The Total Weekly Payment must be paid in advance every Monday. We can change your Total Weekly Payment without your consent in line with the Variable Service Charge, Supporting Charge and other charges section of this Agreement.

If your payment is to be made monthly, it must be paid monthly in advance and, regardless of the method of payment or the frequency of payments you choose to use, it is your responsibility to ensure that you maintain advance payments at all times.

You have agreed to pay or reimburse us for any payments and/or arrears due under any former tenancy agreement or licence with the Association. A copy of the payments due is shown in Appendix B.

- 1.10 We are entitled to recover payment of both the rent and other charges in the same manner as if they were all rent.
- 1.11 With the exception of the amounts in paragraph 1.6, you are responsible for paying all other outgoings in respect of your home. We do not pay water charges, sewage charges, Council Tax, any form of rating or for any supply of the usual utilities such as gas and electricity, unless a figure is allocated in 1.6 above.
- 1.12 We are a Registered Provider of social housing and we are registered with

the Homes and Communities Agency under registration number L4060.

- 1.13 Your rent and service charge are both due and must be paid in advance each Monday. It is your responsibility to ensure these payments are made, regardless of whether you receive any Housing Benefit or Universal Credit towards them.
- 1.14 The legal description of this tenancy is a fixed term assured shorthold tenancy in relation to which the rent is due weekly. The fixed period is the period set out in 1.4 being either 5 years from the commencement date or if any original starter tenancy period was extended, four years and six months.

2. An introduction to your affordable rent tenancy

- 2.1 This Tenancy is a fixed term tenancy for the period set out at Section 1.4 (subject to earlier determination in accordance with Section 3 below).
- 2.2 This Tenancy is a legal document and you should make sure you understand it before signing it. This tenancy contains conditions binding upon you. By signing it, you also confirm that the information you have given us is correct. Please take time to read this tenancy and take advice on anything you do not understand from a Solicitor or Citizens' Advice Bureau or Law Centre. Ask for more time before signing the Agreement if you feel you need it.
- 2.3 This Tenancy is issued to you under the Affordable Rent Scheme which was launched in 2011. Under this Scheme, rent (including service charges) is set at a maximum of 80% of local market rent for a similar property.

Under the Affordable Rent Scheme tenancies are not "tenancies for life" and the scheme clearly envisages that at the end of your tenancy you may have to seek re-housing elsewhere.

We will let you know 6 months in advance, should we not intend to continue this Tenancy or offer you a further tenancy (this does not apply if we have or are intending to take steps to end the tenancy under paragraphs 3.1 or 3.2). We will offer you advice with your re-housing needs in such circumstances and you may appeal any decision in line with our policies and procedures.

- 2.4 This Tenancy is an assured shorthold tenancy within the meaning set out in the Housing Act 1988. It is a fixed term tenancy which means (subject to section 3 below) it will run until the end of the fixed term period. At that stage, if the tenancy has not already been ended by either you or us, the tenancy will become a weekly periodic assured shorthold tenancy.
- 2.5 You must not allow the premises to be overcrowded as defined by Section 324 Housing Act 1985. The national room standard applies to overcrowding.
- 2.6 It is important that you maintain a level of occupancy appropriate to your home. You must not allow it to become overcrowded. If you under-occupy your home, then you may find that Housing Benefit or Universal Credit will not cover the amount needed to pay the rent.
- 2.7 We are registered with the Homes and Communities Agency as a

Registered Provider of social housing. We are subject to guidance and policies issued by the HCA. The HCA can be contacted at Maple House, 149 Tottenham Court Road, London, W1T 7BN and it has a website at [www.homesandcommunities.co.uk/ourwork/housing].

- 2.8 We must tell you under Section 48 of the Landlord & Tenants' Act 1987 where to send Notices referred to in this Agreement. The address is Garden Court, Harry Weston Road, Binley Business Park, Coventry, CV3 2SU
- 2.9 We may end your tenancy using the procedure under Section 21 of the Housing Act 1988 or by using any of the grounds for possession set out in Schedule 2 of the Housing Act 1988. Your tenancy will also end in the event you do not pay your rent or if you breach any of the conditions of this tenancy. In such circumstances, the Tenancy will be treated as "forfeited". There is more about this in Section 3 below.
- 2.10 There is no contractual Right to Buy your home.
- 2.11 We will give you the keys to your home at the start of the tenancy and we will not interrupt your right to live there peacefully whilst the tenancy continues. In certain circumstances, we may enter your home. This is if we believe it has been abandoned by you, if there is an emergency gas or water leak, or if we believe you are unwell and would wish to have help but are unable to make contact.
- 2.12 We will seek to enter your home during the tenancy should we need to carry out an inspection of its condition or to execute an annual gas service, improvements to your home or repairs. You must give us access for this purpose on reasonable notice. We may enforce this provision by Injunction.
- 2.13 We do not treat any person or group applying for housing or housing-related services, a job or for contracts with us less favourably than any other person or group because of their gender, sexuality, marital status, responsibilities for dependants, race, colour, nationality, ethnic origin, religion or belief, political beliefs, age, social past, disability or in relation to unrelated criminal convictions.
- 2.14 So that we may comply with our obligations under the Equality Act 2010 and not discriminate against you, you should tell us in writing if you or any other person in your household suffers from any disability.
- 2.15 Within this tenancy agreement you sometimes require our consent or written permission to do something. In those circumstances, we will not act unreasonably in refusing.

3 How we may end your tenancy

- 3.1 During the fixed term we can bring court proceedings for forfeiture of the fixed term if you are in arrears of rent by more than twenty one days or if you are in breach of one of the conditions of the tenancy. We will write and tell you if we intend to do this. We will normally give you an opportunity to remedy any breach if this is possible.
- 3.2 We may also seek possession on the grounds summarised below in section

13 which are grounds listed in Schedule 2 of the Housing Act 1988 (amended by the Housing Act 1996) or as may be amended from time to time and in accordance with our approved housing management policies.

- 3.3 At the expiry of the fixed term and at any time after that we can bring proceedings under the provisions of Section 21 of the Housing Act 1988 ("the Shorthold Provisions").

In order to do this, we may serve two months' notice to expire at the end of the fixed term or a period of the tenancy (e.g. at the end of the fixed term period in paragraph 1.4 or at the end of a weekly period after that date). Proceedings can then be commenced at any time after expiry of such notice. Providing we have given the notice as set out above, we will have the right to possession of your home. If you do not leave at the end of such a notice, you may be liable for any Order for costs that the Court may make should it order possession.

- 3.4 Should we seek to forfeit the five year fixed term, we will still have to obtain a Court Order for possession. The circumstances in which we will do this are as follows:-

3.4.1 Where any of the rent or other charges are unpaid for twenty one days after becoming due whether or not we have formally demanded them.

3.4.2 If your home is no longer your only or principal home.

3.4.3 If you have breached one of the other conditions of the tenancy which is binding on you.

3.4.4 If any of the grounds for possession listed in Schedule 2 of the Housing Act 1988 apply.

- 3.5 The grounds upon which we may seek possession are summarised in Section 13. We will first serve upon you the appropriate Notice of Seeking Possession as required by law.

- 3.6 Any notice which we are required to serve upon you prior to commencing proceedings may be served as follows. It can be sent by ordinary first class post or by placing the Notice through the letterbox to your home (or where this is not possible by affixing it to the front door of your home). We will treat Notices as served two working days after posting, delivery or affixing.

- 3.7 We may also serve a Notice under Section 21 of the Housing Act 1988 to expire the day prior to any anniversary date of the tenancy as a break clause.

- 3.8 Any changes to the law adding to any of the grounds for possession set out above will entitle us to use those grounds.

- 3.9 If you cease to occupy your home as your sole or principal home then you will cease to be an assured shorthold tenant. We may in those circumstances take steps to terminate the tenancy.

- 3.10 If at any time it appears you have abandoned your home, we may secure it by changing the locks.

3.11 If at any time you cease to be responsible for your affairs (e.g. you are made subject to an Order under the Mental Health Act) then any Notice affecting your home may be served by us either by delivery or posting to the person having responsibility for your welfare, or place of residence or if there is none, to your next-of-kin.

3.12 In accordance with our policies and procedures you have the right of an internal appeal to us should we decide to terminate this tenancy.

4. Communicating with us

4.1 Our main office switchboard number is currently 0800 678 1221.

4.2 We have a website which contains information about Orbit East and has links to our main services. This is found at www.orbit.org.uk.

4.3 If you require a repair then you should contact our repairs service on 0800 678 1221

4.4 We will allocate a Housing Officer to deal with your tenancy. He or she may be contacted during normal office hours between 9am and 5pm.

5. Occupying your home

5.1 It is important that you occupy your home from the commencement of the tenancy. It must remain your sole or principal home. We do not allocate our housing to individuals who have a home elsewhere or other property which they are able to occupy.

5.2 You must not allow your home to be overcrowded. We have at Section 1 of this agreement set out the total number of individuals who may occupy your home.

5.3 Any Housing Benefit or Universal Credit you will receive will be based upon the level of occupancy of your home. In the event that you find you are under-occupying your property that any full entitlement to Housing Benefit or Universal Credit may not be enough to cover the weekly rent.

5.4 In the event the level of occupancy in your home changes, then you must inform us and the relevant authorities.

5.5 You must not sub-let all or all the bedrooms to your home. If you do so, then we will bring proceedings for possession of your home.

5.6 It is very important that all the information you gave us about your housing needs is accurate. If at any point during the starter tenancy this changed, then you must let us know before signing this tenancy agreement.

5.7 From time to time we may ask you to prove to us that your home is currently occupied by you and your family and that it has not been unlawfully sublet.

6. Increasing rent and service charges

Rent Increases

- 6.1 The weekly initial rent payable under this tenancy is set out at the beginning of this agreement and may change.
- 6.2 We may increase the rent under this tenancy not more than once every fifty-two weeks. The exception to this is during the first twelve months of the tenancy when we may increase the rent on or after the first Monday which falls in the first April following the commencement of the tenancy. Further increases will take place not earlier than fifty-two weeks from any previous increase.
- 6.3 At least one month before the date of any increase we will send you a Notice clearly setting-out the amount of the increased rent. You must then pay the full amount set out in the Notice. This amount will then be the new weekly rent until the next increase date unless you and we agree otherwise in writing.
- 6.4 At all times when your tenancy is subject to regulatory guidance by the Social Housing Regulator (currently the Homes and Communities Agency) we will take notice of any maximum rent increase guidance current at the date such increase is notified to you.
- 6.5 The First-Tier Tribunal (formerly known as the Rent Assessment Committee) shall not have jurisdiction to set rent in relation to any proposed rent increase under this tenancy.

Service charge increases

- 6.6 In addition to the rent, we may charge for variable service charges. The details provided in Appendix A have been calculated on the basis of how much we expect the services provided to cost during this financial period taking into account the reasonable costs incurred during the previous year, estimates for future years, and allowing for any surplus or deficit from the previous accounting periods.
- 6.7 We may increase or decrease your service charge (if one applies to you) at any time if we give you at least one month's notice in writing, but we will not do so more than once a year unless there is a change in the services provided. We may vary, add to, suspend or cancel any service charge items listed in Appendix A (which may increase or decrease your service charge) but will provide you with notice of any changes to your services or charges.
- 6.8 In addition to the rent and variable service charge, we will charge for support services provided or other charges shown in this Agreement on the basis of reasonable costs incurred during the previous year and estimates for future years. We will give you one calendar months' notice of any changes to these charges by writing to you at the property.
- 6.9 If the property is subject to funding, for scheme based support services or emergency alarm (Lifeline) services, you agree to accept and pay for these services
- 6.10 If you receive a service currently paid for by funding, but during the term of this Agreement your circumstances change and you are no longer entitled to the funding, have a reduced entitlement, or funding is withdrawn, you still

will be responsible for the full payment due for this service.

7. Your obligations for using your home

- 7.1 The following are conditions binding upon you in relation to the use of your home. We may take steps to forfeit any fixed term of the tenancy or bring possession proceedings on Ground 12, Schedule 2 of the Housing Act 1988 if you are in breach.
- 7.2 You must take possession of your home at the start of the tenancy and not part with possession of it and not sublet the whole of it or all bedrooms without our prior written permission.
- 7.3 To pay the Total Weekly Rent and other charges that form your Total Weekly Payment in advance on the Monday of each week. If your payment is to be made monthly, it must be paid monthly in advance and, regardless of the method of payment or the frequency of payments you choose to use, it is your responsibility to ensure that you maintain advance payments at all times.
- 7.4 If you have previously been granted a starter tenancy and you had any arrears of rent at the end of your starter tenancy, then they will be carried forward and will be debited to the rent amount for this tenancy. We will rely on any arrears from your starter tenancy should we need to bring proceedings for possession of your home.
- 7.5 You must not let your home become overcrowded. Details of the maximum number of occupants are set out in Section 1.
- 7.6 If you become bankrupt or enter a voluntary arrangement or a Debt Relief Order and you are thereby unable to pay monies due to us under this agreement, we may at our discretion commence possession proceedings.
- 7.7 You must seek our written permission before running a business from your home. In deciding whether to grant permission we will take into account any likely effect on neighbours. Regardless of whether we grant permission, you will need to ensure that you have obtained any necessary planning consent.
- 7.8 You must seek our written permission before you make any alteration or improvement to your home or any fixtures and fittings. In addition, you must seek our written permission before erecting any shed, garage, building or fence, greenhouse or other structure. You must obtain any prior planning or statutory consent from the appropriate local planning authority even if we do not object.
- 7.9 You are responsible for all bills you receive from other suppliers or agencies relating to the use of your home including charges for water, sewage, gas electricity and Council Tax unless this Agreement provides that the weekly charge includes any of them.
- 7.10 You must seek our written permission before attaching any satellite dish to your home. You must also arrange any necessary permissions from your local planning office.

- 7.11 You must give us access when required and especially to allow us to undertake repairs, improvements and annual gas servicing. If you fail to give us access we may apply to Court either for an Injunction to order access, for possession of the property or for any other legal remedy. It is especially important that we carry out an annual gas safety check and we insist that all our tenants give us access for this purpose
- 7.12 You must not use your home in a manner which increases the risk of fire. You must not use paraffin or bottled gas stoves or store dangerous or inflammable materials in your home or in communal areas. You must not use your home for the collection of unusually large quantities of materials which may pose a fire risk.
- 7.13 You must not keep in your home any other dangerous materials or substances including fire arms, pellet guns, ball bearing guns or any other explosive material in the property or communal areas apart from those required for general household use.
- 7.14 You must keep your home and the garden clean, tidy and free from rubbish at all times. Where there are communal areas, you along with your neighbours must keep the gardens and areas not covered by any variable cleaning charge free of rubbish.
- 7.15 You must not leave rubbish or refuse anywhere than in the provided bins or any other facility provided for this purpose. Bins should only be put out for collection on the evening prior to the normal collection date and must be brought back in within twenty four hours. You must not leave outside your home items for disposal which are not collected as part of the normal rubbish collection service.
- 7.16 You must not keep any pets in your home (except small caged birds, mice, hamsters or fish) without receiving written consent. We will not unreasonably withhold consent where you live in a house or bungalow which has a privately enclosed garden.
- 7.17 If your home is a flat or maisonette within a single building you may not keep a dog or cat unless your home has direct access to the open air without passing through a communal or shared internal area of the property. This provision does not restrict you having a guide dog or other animal used to assist with a disability.
- 7.18 Any pets you keep in your home must at all times be kept under control so that they do not cause a nuisance or annoyance to other persons in the locality or to any of our tenants, agents, employees, contractors or anyone acting on our behalf. We will withdraw any consent previously given to keep an animal if you are in breach of this clause.
- 7.19 You must seek our written permission first should you wish to keep reptiles, chickens, fowl or livestock.
- 7.20 You and your household and guests must not congregate in or smoke in communal areas.
- 7.21 You are solely responsible for carrying out minor repairs to your home.

Examples of these types of repairs are, but is not limited to:-

- Altering doors for carpets
- Fitting appliances, fixtures, fittings, extensions and additions
- Replacing lost or damaged keys or door entry fobs
- Repairing any small plaster cracks
- Repairing any aerial or satellite dish
- Replacing smoke and carbon monoxide alarm batteries where provided and where they are not hard wired.

You must report any repairs for which we are responsible (see Section 11) to us promptly.

- 7.22 You must keep the garden of your home including any trees and fencing clean and tidy, in good condition and free from rubbish, abandoned cars and any other discarded items. If you are in breach of this provision, we may as an alternative to any other action carry out any remedial or removal work and recharge the cost to you.
- 7.23 If there is a pathway across your garden providing access to a neighbour's garden, then you must not prevent such access.
- 7.24 You must keep the interior of your home in good, clean condition and decorate all internal parts of the property as frequently as is necessary to keep them in good decorative order.
- 7.25 You must not assign the tenancy except in compliance with a Court Order or with our prior written consent or in circumstances permitted by statute.
- 7.26 You must not use the loft area in your home (if it has one) for the storage of any items.
- 7.27 You must test all or any smoke alarms, carbon monoxide alarms and door viewers every month. If your smoke alarms and/or door viewers are powered by battery it is your responsibility to ensure the batteries are replaced as and when required and in any event, not less than once every year.
- 7.28 If you believe you will be absent from your home for a period of twenty eight days or more you must let us know in writing. This is important so that we do not assume that you have abandoned or surrendered the property and take steps to recover possession of it.
- 7.29 Whilst we will insure the structure of your home, it is your responsibility to insure your own possessions, the contents of the property and declarations including cover against damage to our own fixtures and fittings, furniture and effects. We will not do this.

8. Your community and environmental responsibilities

- 8.1 You are responsible for the conduct of your household which includes you, your children, or any person residing at or visiting your home and/or any pet.
- 8.2 We will not tolerate anti-social behaviour. Anti-social behaviour is defined as any behaviour which causes or is likely to cause a nuisance or annoyance to others. It includes (by way of examples) but is not limited to:-
 - Noise – such as loud music and shouting which can be heard outside your home
 - Violence – such as hitting someone
 - Threats of violence such as verbal abuse or aggressive behaviour
 - Damage to your home or other property such as breaking the fixtures and fittings
 - Keeping in your home drugs or substances which are illegal whether they are for your own purposes or supply to other
 - Illegal or immoral activities such as prostitution
 - Posting unpleasant comments about neighbours on social networking sites
 - Using noisy items such as mini-moto bikes so as to disturb neighbours
- 8.3 You must not use or permit your home to be used for any criminal, immoral or illegal purpose. This includes the use of or supply of any illegal controlled drug or cultivation of cannabis.
- 8.4 You or any member of your household must not engage in conduct which causes harassment, alarm or distress to any of our employees, contractors or agents. This includes causing harassment, alarm or distress to any employee, contractor or agent of Orbit East.
- 8.5 Being a victim of hate crime is a frightening and distressing experience. We recognise there are different forms of hate crime based upon people's race, sexuality, disability or for some other reason. If you tell us that you have been a victim of hate crime, we will take your complaint seriously and deal with it sensitively and sympathetically.
- 8.6 If you or any other person (including children) living in or visiting your home is convicted of any arrestable offence committed in your home or in the local area, we may take legal action to evict you.
- 8.7 You must not use or threaten domestic abuse against any other person lawfully entitled to reside in your home so that they are prevented from living in your home in both comfort and safety.
- 8.8 You must keep your garden tidy and hedges trimmed to a reasonable height and take steps to prevent your garden becoming seriously overgrown. Any fences must be kept in a good state of repair.
- 8.9 You must not carry out any vehicle repairs on the street and you must not

store at your home unroadworthy or competition vehicles so as to detract from the visual amenity of the area.

- 8.10 If your home uses a common access, you must co-operate with your neighbours and keep clear any access, balcony or corridor outside your home.
- 8.11 You must not obstruct any passage or lift with any vehicles, prams, goods or other articles. You must not throw any article from landings, balconies, corridors or windows.
- 8.12 You must clear up in the event that your dog fouls on a pavement or communal area.
- 8.13 You must not fly-tip furniture or household appliances or anti-socially dispose of your rubbish. You must dispose of your household rubbish using the bins, rooms or chutes or other facilities provided.
- 8.14 You must store your bins in an appropriate place so as not to cause nuisance and annoyance.
- 8.15 You, your household or any visitors must not block local roadways and other vehicle access ways. You must keep such access ways and car parking spaces clear of untaxed or unroadworthy vehicles and other obstructions.
- 8.16 You, your household or any of your visitors must not use driveways, communal areas, gardens or car parks for parking lorries, boats, caravans, motor homes and trailers or vehicles over 3.5 tonnes without our prior written permission.
- 8.17 You, your household or visitors must not use your home for parking any vehicles within its boundaries other than on a hard standing served by a dropped curb. If you wish to arrange a dropped kerb or hard standing you must get our written permission first and then permission from the local authority.
- 8.18 Disabled parking spaces must be kept clear for the use of those who are entitled to do so. Use of such spaces is limited to those able to display a valid disabled parking permit.
- 8.19 In the event of breaches of the above paragraphs, the Association may take steps to terminate your tenancy. As alternatives, the Association may at its discretion enforce the terms of the tenancy agreement by means of seeking an Injunction in the County Court.

9. Our policies concerning anti-social behaviour and domestic abuse

- 9.1 We have published policies in relation to our responsibilities for dealing with anti-social behaviour. If you do not have a copy and would like to see one, please contact your Housing Officer.
- 9.2 We will give you help and advice when you report nuisance or are a victim of harassment. We will look into all complaints and act accordingly.
- 9.3 We have policies and guidance publications for dealing with cases of

nuisance and harassment by tenants including racial or discriminatory harassment. We will take whatever action we consider necessary to ensure that all tenants can enjoy their home in peace and quiet.

- 9.4 Before starting any Court proceedings, we will need to satisfy ourselves that there is sufficient evidence available for us to place before the Court and may require your co-operation. In addition, we will, upon request, give you guidance on your rights under the Protection from Harassment Act 1977.
- 9.5 We have a published policy for dealing with issues of domestic violence and abuse including giving advice where this is appropriate. If you do not have a copy and would like to see one, please contact your Housing Officer.

10. Moving or ending your tenancy

- 10.1 When you wish to end a tenancy, you must give us in writing 28 days' notice, unless previously agreed with us. You must provide us with a forwarding address for our records so we may contact you if there are any matters arising following the end of your tenancy or if you have left anything behind.
- 10.2 When moving out you must remove all furniture, possessions, floor coverings installed by you (unless agreed with us they are in good condition and can be left) and rubbish in the property and garden.
- 10.3 You must leave all fixtures and fittings in clean and good repair and return the keys to your local area office by midday on the Monday following the day of termination.
- 10.4 If your home is found to need repairs through your failure to use it in a good and tenant-like manner, we will carry out the necessary repairs and recharge the reasonable cost of these repairs, cleaning or decorating as necessary to you.
- 10.5 You are responsible for removing any goods or personal belongings from your home by the end of the day of your departure. If, nonetheless, such items are left, we will dispose of any items which appear to have been discarded. Any other items or belongings may be sold upon notice to you or without notice if we have no contact details or records for you or there are no reasonably available sources of information as to your whereabouts. We shall not be required to conduct widespread enquiries of neighbours or engage the service of professional enquiry agents before disposing of items left in your home.
- 10.6 On ending of the tenancy of your home any garage or parking space licence which you have with the Association will also be deemed to have ended. Any items left in the garage after your departure date will be dealt with in the same way as items left in your home.
- 10.7 You have the right of appeal in relation to any decision we may make to recharge you, by using the Association's customer feedback policy.
- 10.8 Service of notice in paragraph 8.1 above (intention to give up the tenancy) by one joint tenant will end the tenancy whether or not the other joint

tenant(s) knows it has been given to us.

11. Inspection, repairs and gas servicing

- 11.1 It is a legal obligation upon us that we carry out gas servicing and inspection at your property every year. For this purpose, we will give you reasonable notice and you must give us access to carry out this annual inspection. If you do not do so, ultimately, we will apply to the County Court for an Injunction requiring access.
- 11.2 We will repair and make satisfactory the following items below providing in the case of repairs that you have made us aware that a repair is needed. We will charge you the cost we incur in having any work carried out as a result of any damage or neglect to the premises caused by you or someone visiting or living with you, or if entry is forced for good reason by any Police authority.
- 11.3 The following are the items which we will repair:-
- Drains, gutters and external pipes;
 - The roof;
 - Outside walls, doors, windowsills, window catches/cords and window frames including necessary external painting and decorating;
 - Internal floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
 - Chimneys, chimney stacks and flues but not including any sweeping;
 - Electrical wiring, gas and water pipes inside the premises including annual inspection of gas installations and equipment;
 - Heating equipment and water heating equipment (except that owned by you and which is removable at the end of the tenancy);
 - Any communal area such as lighting, pathways, steps, integral garages and stores, boundary walls and fences, providing any of these is part of a communal area;
 - Basins, sinks, baths, toilet flushing systems and waste pipes.
- 11.4 We will carry out repairs within a reasonable time of being notified of them. The time taken will depend upon the urgency of the repair. We will categorise each repair according to its urgency.
- 11.5 We are not responsible for checking or replacing batteries in smoke detectors, whether supplied by us or by anyone else. It is important that you check the proper functioning of smoke detectors and replace the detector and batteries as required.
- 11.6 We are not responsible for other matters including (but not limited to):-
- Lost keys

- Light bulbs and florescent tubes
- Doorbell batteries
- Internal decoration
- Damage caused by general misuse or neglect
- Cleaning your home (including cleaning shower heads)
- Maintaining any dividing fences other than communal fences
- Maintaining garden areas or arranging rubbish removal, unless it relates to a communal garden.

11.7 If we carry out repair affecting the decoration of your home, we will leave the decoration as close as possible to how it was before we did the work. It may not, however, be possible to precisely replace wallpaper or precisely match the colour of paint.

11.8 In the case of serious repairs, you may be required to move temporarily to suitable alternative accommodation for work to be carried out. We will bear the costs of any reasonable expenses you incur as a result.

11.9 We will ensure our contractors adhere to a code of good working practice by identifying themselves, being courteous and making prior appointments where possible.

11.10 We may, at our absolute discretion, leave in your home installations which were put there by a previous tenant. If we intend to do this we will point out to you those items at the start of your tenancy. These installations may be to a different specification to that which we would have installed ourselves. You are, nonetheless, responsible for these installations as of the date of this tenancy. If you do not want them please let us know and we will make arrangements to remove them. Should we then need to repair or replace a non-standard installation, we reserve the right to replace it with one to our own specification, or not replace it at all.

11.11 We will insure your home and any fixtures and fittings in it which belong to us. You are responsible for insuring your own contents, personal belongings and effects.

12. Additional rights

12.1 You may transfer or exchange your Affordable Rent Tenancy with another tenant in certain circumstances allowed under Section 158 of the Localism Act 2011. This requires the other tenant to have a similar right to exchange.

Generally, the other tenant must be a secure tenant or an assured tenant of a registered provider of social housing or a housing trust. In addition to the above circumstances, our policies and procedures may allow for exchanges between fixed term tenancies. Please ask us for more details.

12.2 The exercise of the right will depend upon both tenants agreeing in writing to surrender their current tenancy and then new tenancies will be issued. The

type of tenancy that you will be issued with by your new landlord will depend upon the type of tenancy that the landlord is able to grant. Do not terminate your tenancy until everything is agreed in writing by both landlords.

- 12.3 Sometimes we will be able to object to a exchange taking place. The grounds in which we object are set out in Schedule 14 of the Localism Act 2011 and we must give you Notice of Objection stating the ground within forty-two days of your request to exchange.
- 12.4 We do not for the purpose of these paragraphs intend to grant you rights of transfer in excess of those provided in Section 158 above. Save where our policies and procedures provide for additional rights to exchange.
- 12.5 If you have not obtained this tenancy through succeeding from another person, then there may be a right of succession to this tenancy for the balance of the fixed term. This means the tenancy will pass to your partner (the person you are married to, have lived with as if you were married including same sex partners) as long as he or she lived at your home at the time you die. If you do not have a partner, the tenancy may pass to another member of your family but only on condition that they have resided with you in your home as their only or main residence for at least twelve months before your death.
- 12.6 Members of your family for the above provision include parents, grandparents including those by marriage, children, grandchildren, brothers, sisters, aunts, uncles, nephews, nieces, half-brothers and sisters, adopted children, step-brothers and step-sisters.
- 12.7 If more than one person wishes to take over the tenancy they should agree who will take it. If they cannot agree they should all apply and we will decide who it shall pass to.
- 12.8 If as a result of succession, the person taking the property is under-occupying it, then we may require them to move to a property more suitable to their housing needs.

13. Grounds for possession

- 13.1 These are the grounds for possession that we will rely upon in the event that we commence proceedings against you for possession, in accordance with paragraph 3.2. The following is a summary only of the contents of each ground:

(a) If you die and leave the tenancy to someone who is not entitled to it (Ground 7);

(b) You, another occupier or visitor has been responsible for any of the statutory grounds for a mandatory Possession Order of your property. This includes conviction of a serious offence, breach of an Injunction Order to prevent nuisance and annoyance, breaching a Criminal Behaviour Order, breaching a Noise Abatement Notice, or if your property has been closed down by the Magistrates Court under a Closure Order (Ground 7)(A).

(c) At the date of service of the Notice and at the date of the Court hearing

at least eight weeks' rent is outstanding (Ground 8);

(d) You have not paid the rent which is due (Ground 10);

(e) Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which is lawfully due (Ground 11);

(f) You have broken or failed to perform any of the other conditions of this tenancy (Ground 12);

(g) 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 13);

(h) You or anyone living in or visiting the premises has caused nuisance or annoyance to neighbours or has been convicted for using the property for immoral or illegal purposes or an arrestable offence committed at or in the vicinity of the dwelling-house (Ground 14);

(i) Your partner has been forced to leave the premises because of threats or actual violence by yourself (Ground 14A);

(j) The condition of any furniture provided for use under the tenancy has deteriorated because of ill treatment by you or another occupier. Alternatively, your lodger or sub-tenant has caused damage to furniture provided under the tenancy and you have not taken all reasonable steps to evict that person from your home (Ground 15);

(k) We let you your home because of your job with us and you no longer have that job (Ground 16);

(l) You or someone acting on your behalf made a false statement to obtain this tenancy from us (Ground 17).

14. Other information which we are required to give to you

- 14.1 As an assured shorthold tenant, you have certain rights under the Housing Act 1988. These include the right not to be evicted from your home unless we get a Possession Order from the Court. The Court can only grant an Order on a limited number of grounds. Further details regarding assured tenancies are currently set out in the Homes and Communities Agency booklet "Assured and Assured Shorthold Tenancies: A Guide for Tenants". These booklets are available from rent offices, Council offices and housing aid centres, some of which also give advice. You can download a copy from the HCA website.
- 14.2 You may be entitled to get help to pay your rent through the Housing Benefit Scheme. Apply to your local Council for details. If you receive Housing Support, you may be entitled to get help to pay for your support charge through "Supporting People" benefit.
- 14.3 It is a criminal offence for us to evict you without an Order from the Court or to harass you or interfere with your possessions or use of facilities in order

to force you to leave.

- 14.4 If you are in any doubt about your legal rights or obligations, particularly if your landlord has asked you to leave, you should go to a Citizens Advice Bureau, Housing Aid Centre, Law Centre or Solicitor or ask for a copy of the Charter for Housing Association Applicants and Residents. Help with all or part of the cost of legal advice from a Solicitor may be available under the Community Legal Services Scheme (previously Legal Aid Scheme).
- 14.5 References in this tenancy agreement to “the Association”, “Orbit” or “Orbit South Housing Association Ltd”, “we”, “us” or “our” are references to Orbit South Housing Association Ltd, the registered office of which is situated at :
- Garden Court
Harry Weston Road
Binley Business Park
Coventry
CV3 2SU
- 14.6 Under Section 48 of the Landlord & Tenant Act 1987, we must tell you where to send any Notices mentioned in this agreement. The address is that given above.
- 14.7 The Contracts (Rights of Third Parties) Act does not apply to this tenancy.
- 14.8 Any reference to any Act of Parliament in this tenancy is deemed to include a reference to any replacement or modification of the provision concerned.

15. Complaints

- 15.1 If you think we have broken this agreement or not kept to our responsibilities, you can complain to us in writing. We will address your complaints efficiently and effectively in accordance with our complaints policy. Our complaints procedure is outlined in our policies. If we do not deal with your complaint to your satisfaction, you can get advice and information from a Citizens Advice Bureau or Law Centre or from a Solicitor.
- 15.2 If you are still not satisfied after following our complaints procedure, you can refer the matter to the Independent Housing Ombudsman at Norman House, 105-109 The Strand, London, WC2A 0AA. Forms are available from any of our offices or the Citizens Advice Bureau.

16. Data protection

- 16.1 **PRIVACY NOTICE:** We are committed to our obligations in relation to the processing of personal identifiable information (PII) and acknowledge that all individuals have a right to expect that their privacy is respected and adequately protected in line with the Data Protection Act 1998. We use your personal identifiable information (PII) to enable us to deliver our products and services and also to support your relationship with us as a customer. We use a range of communication channels to keep our customers informed

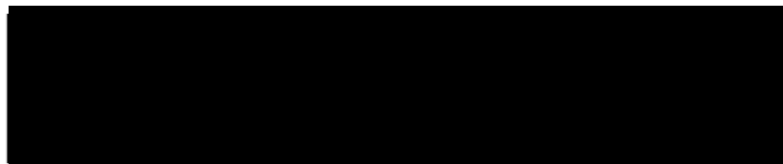
(e.g. SMS, email, social media) dependant on what type of information we are sending out to you (e.g. newsletter by email). However, if you have a preference in the way we communication with you (e.g. prefer email), then please contact us to update your records. More detailed information can be found in our Privacy Policy at www.orbit.org.uk/privacy-policy Alternative formats (e.g. braille) are available upon request.

17. Signatures and declaration

- 17.1 I/We have been given time to read and understand this tenancy agreement and I/we have asked for an explanation of anything which is unclear before signing.
- 17.2 The information I/we gave in my/our housing application form was and still is true and I/we have asked for a copy if unsure.
- 17.3 I/we have read and understood the terms and conditions of this tenancy agreement and I/we accept them.
- 17.4 I/we confirm that I/we understand that I/we am/are signing up to this tenancy agreement electronically and by signing this agreement in this way, I/we am/are bound by the terms and conditions contained within it.

SIGNED by the tenant:

Signed tenant (1)

A large black rectangular box redacting the signature of the first tenant.

Date: 24/07/2020

Signed tenant (2)

A black rectangular box redacting the signature of the second tenant.

Date: 24/07/2020

SIGNED by Orbit South Housing Association Limited trading as Orbit East

Signed staff

A handwritten signature in black ink, appearing to read "Julie Brown".

Name: Julie Brown

Job title: Neighbourhood Officer

Date: 24/07/2020

IMPORTANT INFORMATION ABOUT OUR FIXED TERM TENANCIES

What is a fixed term tenancy?

A fixed term tenancy is legally known as an 'assured shorthold fixed term tenancy' and is granted for a specified period of time. Orbit usually grants fixed term tenancies of 5 years.

This type of tenancy offers the opportunity to re-assess customers' ongoing need for social housing before the end of the fixed term period.

There is no automatic right to a further tenancy at the end of the fixed term.

Fixed term tenancies have similar rights and responsibilities to assured and secure tenancies.

Who will be offered a fixed term tenancy?

Orbit will offer fixed term tenancies on all general needs properties with the following exceptions:

- Where a property is to be let at a Social Rent and the tenant has held a continuous social housing or local authority tenancy/tenancies since 1st April 2012. In this case an assured tenancy will be offered.
- Where a significant reason exists not to use a fixed term tenancy, such as a major re development programme.

What happens at the end of the fixed term?

A formal review of the tenancy will be carried out. This will commence 12 months before the end of the tenancy. The process will include a review of existing household members and how the tenancy has been managed. It will take into account:

- Number of household members and any overcrowding or under-occupation
- Household income levels and affordability
- Housing need and suitability of property
- Tenancy history at the property
- Legal right to remain

Orbit will expect to offer a further 5 year fixed term tenancy unless one or more of the

following apply:

- There are current and/ or there have been persistent breaches of the

tenancy agreement during the fixed term period including, but not limited to: anti-social behaviour; subletting; tenancy fraud or rent arrears

- The property is being under or over-occupied and likely to put tenancy sustainability at risk
- The property has been adapted and the adaptations are no longer required by anyone residing at the property
- Works are required on the property in the next 5 years which would require its redevelopment or demolition
- The property would be sold if it became void
- The customer and / or their advocate does not engage in the fixed term tenancy review process
- The customer's financial circumstances have changed significantly making other housing options (home ownership, renting at full market rent value and other tenures) an affordable and viable option.
- The property has been damaged

What happens at the end of the review?

Orbit will confirm the outcome of the review in writing at least 6 months before the end of the tenancy.

If the tenancy is to be ended Orbit will issue 3 months notice requiring possession under Section 21 of the Housing Act 1988.

Upon expiry of the Section 21 Notice the customer will be required to give up possession of the property on the advised date. After this date Orbit will apply to court for a possession order.

Where a decision is made not to offer a new tenancy, Orbit will offer reasonable advice and assistance to identify suitable alternative accommodation.

Can the decision not to offer a new tenancy be appealed?

Yes. All customers have the right to appeal any decision not to offer a further fixed term tenancy. An appeal must be lodged within 14 calendar days of the date of issue of the outcome of the review letter.

Appeals will be considered by a panel comprising two Managers who have not been associated with the fixed term tenancy review or decision.

Customers will be advised of the outcome of the appeal in writing within 10 working days of the hearing.

If the appeal is successful a new 5 year fixed term tenancy will be offered.

This information sheet is a guide only. For further advice please contact us on 0800 678 1221; email info@orbit.org.uk. Alternatively you can also seek

independent advice from your local Citizens Advice Bureau or go to
www.citizensadvice.org.uk