



Assured Social Rent Tenancy Agreement

From Orbit Housing Association Limited

Welcome to your new home

We want you to enjoy living in your new home and believe it is important that we make it clear from the start of your tenancy agreement what you can expect from us and in turn what we will expect from you during your tenancy agreement. This document sets out your rights and responsibilities and our responsibilities to you as landlord under your tenancy agreement.

What type of tenancy agreement do you have?

This tenancy agreement is an Assured Non-shorthold Tenancy.

Our expectations

We expect you to look after your home and to treat your neighbours in the way you would like to be treated. You must pay your rent and any other charges due under the tenancy agreement on time and keep to the terms of this tenancy agreement. We believe that these are reasonable expectations.

What happens to my tenancy if I breach the terms and conditions?

If you do not keep to the terms and conditions, we may seek a possession order to evict you.

It is therefore important that you, your family and your visitors know exactly what is expected whilst you are our tenant. Please read your tenancy agreement carefully and ask us any questions if there is anything you don't understand. If you have any difficulties reading, tell us and we will go through the terms with you.

Please also ensure that you keep this tenancy agreement in a safe place as you may wish to look at it if you have a question about it in the future.

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DETAILS OF YOUR TENANCY AGREEMENT

THIS AGREEMENT (the “Tenancy”) IS MADE BETWEEN:

Landlord’s name: Orbit Housing Association Limited of Garden Court, Harry Weston Road, Binley Business Park, Coventry CV3 2SU (“we, “us” and “your landlord”). We are registered with the social housing regulator which is currently the Regulator of Social Housing, an executive non-departmental public body which regulates registered providers of social housing but includes any body which takes over substantially the same regulatory and supervisory functions of the Regulator of Social Housing (the “**Regulator**”) under registration number L4060.

AND

Tenant(s)

Full names: 

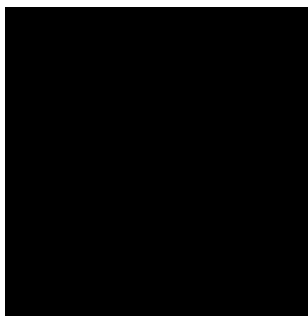
(“you”)

1. GENERAL TERMS:

1.1 **You** and we agree that:

- o if a word is set out in bold in this **Tenancy** then its meaning is set out in Schedule 1 of this **Tenancy**; and
- o the clause, paragraph, schedule and appendix headings do not form part of this **Tenancy** and shall not be taken into account in its construction or interpretation.

1.2 We grant **you** a tenancy of your **Home** at:



on the terms and conditions set out in the **Tenancy**.

- 1.3 **You** must not allow more than 2 people to live in your 1 bedroom Flat
- 1.4 The **Start Date** of this **Tenancy** is **11/12/2023** and it is an assured non-shorthold tenancy within the meaning of the Housing Act 1988.

Rent payments

- 1.5 Your **Rent** is made up of **Net Rent**, **Service Charge** and **Other Charges** (for providing the **Other Services** (as listed below)) added together which at the **Start Date** are:

Net Rent	£91.92
Service Charge	£9.37
Other Services	
Heating	£0.00
Water	£0.00
Council Tax	£0.00
Care	£0.00
Activities	£0.00
Personal Support	£0.00
Total Weekly Rent	£101.29

The **Rent** for the **First Period** will be a pro-rata amount of the **Rent** and is due on the **Start Date**. The **Rent** for the **Second and Subsequent Periods** is due weekly in advance and is payable on a Monday. A copy of our rent setting policy is available on request.

Please note that the above amounts are subject to change in the way set out in this Tenancy.

First change to the Rent if the Start Date is in January, February or March

- 1.6 If this paragraph is completed and the **Start Date** is in January, February or March, your **Rent** will change on the first Monday in April following the **Start Date** and from that date the new **Rent** for your **Home** will be:

Net Rent	£
Service Charge	£

Other Services

Heating	£
Water	£
Council Tax	£
Care	£
Activities	£
Personal Support	£
Total Weekly Rent of	£

Your weekly **Rent** from the first Monday in April has been determined as follows:

- o the **Net Rent** has been determined in accordance with clause the **Net Rent** will be reviewed at the **Rent Review** in accordance with our rent policy from time to time in force and in any event at a level no higher than the amount that would have been set for your **Home** by the **Tribunal** if it had jurisdiction to set the **Net Rent**; below and is not more than the amount that would have been set for your **Home** by the **Tribunal** if it had jurisdiction to set the **Net Rent**. The effect of this clause is that sections 13 and 14 of the Housing Act 1988 do not apply to any change to your **Net Rent** and under this clause and **you** do not have the right to refer any such change to the **Tribunal**;
- o the **Service Charge** has been determined in accordance with clause Your **Service Charge** will be based on reasonable estimates of the cost to us of providing the **Services** listed in Schedule 2 of this **Tenancy**. These costs shall be estimated for each **Service Charge Year** taking into account the reasonable costs incurred during the previous **Service Charge Year**, estimates for future **Service Charge Years**, in addition to allowances for any surplus or deficit of **Service Charge** from previous **Service Charge Years**. below;
- o the **Other Charges** have been determined in accordance with clauses The **Other Charges** part of the **Rent** will normally be reviewed: and We will take into account when reviewing the **Other Charges**, the financial cost (both present and reasonably anticipated) of providing the **Other Services** to **you** or whether the **Other Services** will cease to be provided. below.

If the **Start Date** is in January, February or March and this clause applies to **you**:

- o clause we will give **you** at least one month's written notice of a **Rent Review**; and below will not apply to this first change to your **Net Rent** but will apply to all subsequent changes to your **Net Rent**;

- o clause We aim to notify **you** in writing at least one month in advance of the beginning of the **Service Charge Year** (normally at the same time at the **Net Rent** review) of our reasonable estimates of the **Service Charge** for the next **Service Charge Year**. The notification will specify the date from which the amount of **Service Charge you** are to pay on account, is payable. below will not apply to this first change to your **Service Charge** but will apply to all subsequent changes to your **Service Charge**;
- o clause We will give **you** at least one month's written notice of any **Other Charges Review** and/or **Other Services Review** and the amount of any **Reviewed Other Charges you** have to pay will be set out in the notice and will become payable on the date set out in the notice. We will inform **you** of the revised **Rent** at the same time as the **Reviewed Other Charges**. below will not apply to this first change to your **Other Charges** but will apply to all subsequent changes to your **Other Charges**.

Please note that if the Start Date is in January and this paragraph has not been completed, then clause 2.4 will apply to the first change to your Rent under this Tenancy.

Former Occupancy Debts

1.7 If **you** have been provided with a payment plan attached to this **Tenancy** at Schedule 4, it means that this is an exceptional case and we have allowed **you** to:

- o remain in occupation of your **Home** under a new **Tenancy**; or
- o move into your **Home**

even though **you** have **Former Occupancy Debts** arising:

- o under a previous occupancy of your **Home**; or
- o from another property owned by us

which **you** must now pay.

1.8 If paragraph 1.7 applies to this **Tenancy you** agree:

- o that **you** owe us the **Former Occupancy Debts** as set out in the payment plan agreed between **you** and us and attached to this **Tenancy** at Schedule 4
- o to pay the **Former Occupancy Debts** in accordance with the payment plan attached to this **Tenancy** at Schedule 4, until they are paid in full
- o that the **Former Occupancy Debts** are part of the **Rent** due on your **Home**

- o that any payments **you** make to us may be used by us towards any **Former Occupancy Debts** before using it to pay the **Net Rent, Service Charge** and **Other Charges** arising under this **Tenancy**.

Services

- 1.9 We will provide **you** with the **Services** listed in Schedule 2 for which **you** pay the **Service Charge**.

Other Services

- 1.10 If we provide **you** with any **Other Services**, they are listed at paragraph 1.5 above and at Schedule 2 for which **you** will pay the **Other Charges**.

Gifted Items

- 1.11 If **you** have been provided with any **gifted items** by us at the **Start Date**, **you** and we agree that they are listed in Schedule 3 of this **Tenancy**. You agree that we are not responsible for any works needed to the **gifted items** (including but not limited to, maintaining, improving, upgrading, repairing, replacing, cleaning, clearing, removing and disposing of and/or making good the **gifted items**).

Lawful Occupiers

- 1.12 **You** have confirmed that the persons listed in your housing application form are the **lawful occupiers** living at your **Home**.

- 1.13 **You** agree:

- o to notify us immediately if during the **Tenancy** the immigration status of any of the **lawful occupiers** changes from that recorded in your housing application form
- o to notify us immediately if during the **Tenancy** any of the **lawful occupiers** moves out of your **Home** or if there are new additional members of your household that are not recorded in your housing application form
- o not to permit anyone other than the **lawful occupiers** to occupy your **Home** without our prior written consent.

Failure to comply with the above obligations will be a breach of this **Tenancy**. We may carry out 'Right to Rent' or similar checks against ALL adults living in your **Home**.

Before signing this **Tenancy**, I/we have been requested to read, and I/we understand the terms in this **Tenancy**, which includes the terms set out below and I/we confirm I/we have done so.



Date

11/12/2023, 14:17

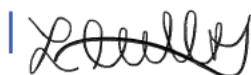
NAME



Date

NAME

Signed by the tenant(s) [If there is more than one tenant then each of **you** must sign].



Date

11/12/2023, 14:06

NAME Leighann Miller

Signed by and on behalf of your landlord

2. YOU AND YOUR LANDLORD AGREE

Energy Efficiency Payments

2.1 That:

- o **you** do not have and will not gain any rights of ownership in respect of any part of any **Energy Efficiency System**
- o subject to any agreement we have with a third party otherwise, we will be entitled to receive all **Energy Efficiency Payments** (irrespective of whether we or a third party owns the **Energy Efficiency System**)
- o if asked, **you** shall reasonably assist us to ensure we have the benefit of any **Energy Efficiency Payments**. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the **Energy Efficiency Payments**, confirming that we are so entitled to benefit
- o **you** may use any electricity and/or heat generated by any **Energy Efficiency System** but for the avoidance of doubt **you** have no rights of ownership over any electricity and/or heat generated by any **Energy Efficiency System** stored at the **Property**.

Reserved rights

2.2 We retain the following rights over the **Property** for the benefit of us or any third party authorised by us:

- o the right to install, keep, maintain, inspect, take meter readings of and collect data from (including by way of remote monitoring), repair, alter, replace, upgrade, clean and remove any **Energy Efficiency System** and any **IoT Technology** in and on the **Property** (including the right to attach any **Energy Efficiency System** and/or **IoT Technology** to the **Property** and remove any part or the whole of the **Energy Efficiency System** and/or the **IoT Technology** from the **Property**)
- o the right to change the position of any part of the **Energy Efficiency System** and/or the **IoT Technology** in or on the **Property** with your prior consent, which **you** must not unreasonably withhold
- o the right to use all means of reasonable access to and through the **Property** and the **Building** for access to and from the **Energy Efficiency System** and the **IoT Technology** and any loft or attic retained by us and accessed from within your **Home** so that we or any third party authorised by us can

exercise the rights set out in this clause and carry out any **Works** to the loft or attic retained by us and accessed from within your **Home**

- o the right to connect into, use and alter the existing electrical cabling, installations and other service media within the **Property** in connection with the use of the **Energy Efficiency System** for the generation of electricity via the **Energy Efficiency System**, including exporting electricity or gas to the **Grid**, and the passage or transmission of utilities to and from the **Energy Efficiency System** and the **Property**
- o the right to connect into, use and alter the existing electrical cabling, installations and other service media within the **Property** in connection with the use of the **IoT Technology**
- o the right to support and protection for the **Energy Efficiency System** and the **IoT Technology** and any loft or attic retained by us and accessed from within your **Home** from the **Property** and the **Building**.

Third Parties

- 2.3 Nothing in this **Tenancy** shall give to any other person any benefit or the right to enforce any term of this **Tenancy**. **You** and/or your landlord may vary or end this **Tenancy** without being required to obtain the consent of any other person.

Changing the Rent

- 2.4 Except where we give **you** notice at clause If this paragraph is completed and the **Start Date** is in January, February or March, your **Rent** will change on the first Monday in April following the **Start Date** and from that date the new **Rent** for your **Home** will be: above of the first change to your **Rent** under this **Tenancy** (in which case the first change to your **Rent** will be as set out at clause If this paragraph is completed and the **Start Date** is in January, February or March, your **Rent** will change on the first Monday in April following the **Start Date** and from that date the new **Rent** for your **Home** will be: above) or **you** agree with us to change your **Rent**, the **Rent** will be changed in the following way:

2.4.1 Net Rent Review

- (a) the **Net Rent** will be reviewed at the **Rent Review** in accordance with our rent policy from time to time in force and in any event at a level no higher than the amount that would have been set for your **Home** by the **Tribunal** if it had jurisdiction to set the **Net Rent**;
- (b) we will give **you** at least one month's written notice of a **Rent Review**; and

- (c) the **Reviewed Rent** will be set out in the notice and will become payable on the date set out in the notice.

The effect of this clause is that sections 13 and 14 of the Housing Act 1988 do not apply to any change to the **Net Rent** under this clause and **you** do not have the right to refer any such change to the **Tribunal**.

2.4.2 Other changes to the Rent

- (a) The **Net Rent** part of your **Rent** may additionally be changed at any time in accordance with any policy we have in place dealing with higher-income earning households when there is a **Net Rent Review**. **You** will be required to co-operate with us to provide financial records and information as detailed in our policy, which may include notifying us of any change to the income of the **lawful occupiers**. Failure to co-operate may result in an increase in your **Net Rent** to a full market rent.
- (b) We will give **you** at least one month's written notice of any **Net Rent Review**; and the amount of any **Reviewed Net Rent** **you** have to pay will be set out in the notice and will become payable on the date set out in the notice. The **Reviewed Net Rent** will not be more than the amount the **Tribunal** would of determined had it had jurisdiction to set the **Net Rent**. We will inform **you** of the revised **Rent** at the same time as the **Reviewed Net Rent**. The effect of this clause is that sections 13 and 14 of the Housing Act 1988 do not apply to any change to the **Net Rent** under this clause and **you** do not have the right to refer any such change to the **Tribunal**.

2.4.3 Variable Service Charge

- (a) **You** will be charged a variable **Service Charge** for the **Services** listed in Schedule 2 of this **Tenancy**. This means the **Service Charge** will vary according to our costs or estimated costs, incurred or to be incurred in connection with matters for which the **Service Charge** is payable.
- (b) Your **Service Charge** will be based on reasonable estimates of the cost to us of providing the **Services** listed in Schedule 2 of this **Tenancy**. These costs shall be estimated for each **Service Charge Year** taking into account the reasonable costs incurred during the previous **Service Charge Year**, estimates for future **Service Charge Years**, in addition to allowances for any surplus or deficit of **Service Charge** from previous **Service Charge Years**.

- (c) **You** shall pay the estimated **Service Charge** to us on account of the actual **Service Charge** weekly in advance in accordance with clause Your **Rent** is made up of **Net Rent**, **Service Charge** and **Other Charges** (for providing the **Other Services** (as listed below)) added together which at the **Start Date** are: above. The estimated **Service Charge** shall replace those sums previously payable to us in providing the **Services** under this **Tenancy**.
- (d) We aim to notify **you** in writing at least one month in advance of the beginning of the **Service Charge Year** (normally at the same time at the **Net Rent** review) of our reasonable estimates of the **Service Charge** for the next **Service Charge Year**. The notification will specify the date from which the amount of **Service Charge** **you** are to pay on account, is payable.
- (e) We shall have the right to revise the estimated **Service Charge** at any time during a **Service Charge Year**. We may, for example, exercise this power to increase the amount of the **Service Charge** payable by **you** if there is a corresponding increase in the amount payable by us. We aim to notify **you** at least one month in advance of any change to the estimated **Service Charge** and the notification will specify the date from which the amount of **Service Charge** **you** are to pay on account, is payable.
- (f) The estimated **Service Charge** may also be revised if there is a change to the **Services** provided under this **Tenancy**.
- (g) If we fail to notify **you** as set out above, then until such notification **you** shall continue to make payments in accordance with the last notified estimate. However, a failure to provide the notifications described above will not amount to any waiver of our rights and **you** will be required to pay the full **Service Charge** during the remainder of the **Service Charge Year**.
- (h) The actual **Service Charge** shall be ascertained at the end of the **Service Charge Year** and **you** will be provided with a statement of account annually and as soon as may be practicable after the end of the **Service Charge Year**.
- (i) The difference between the estimated **Service Charge** and the actual **Service Charge** will be set out in your annual statement of account.

- (j) If the estimated **Service Charge** is less than the actual **Service Charge** we may carry forward any such difference to the next **Service Charge Year**.
- (k) If the estimated **Service Charge** is in excess of the actual **Service Charge** the overpayment shall be carried forward to the next **Service Charge Year**.
- (l) The statement of account will be accompanied by a summary of:
 - o the relevant details and figures forming the basis of the calculation of the actual **Service Charge**; and
 - o your obligations and rights in relation to service charges.
- (m) We may also include within the **Service Charge** such sums as appear to be reasonable to be applied towards a renewal fund in respect of any unusually heavy costs, both foreseen and unforeseen which would be required to be borne by the **Service Charge**.

2.4.4 **Changes in Other Charges**

- (a) The **Other Charges** part of the **Rent** will normally be reviewed:
 - o at the **Other Charges Review** and/or:
 - o when there is an **Other Services Review**.
- (b) We will give **you** at least one month's written notice of any **Other Charges Review** and/or **Other Services Review** and the amount of any **Reviewed Other Charges** **you** have to pay will be set out in the notice and will become payable on the date set out in the notice. We will inform **you** of the revised **Rent** at the same time as the **Reviewed Other Charges**.
- (c) We will take into account when reviewing the **Other Charges**, the financial cost (both present and reasonably anticipated) of providing the **Other Services** to **you** or whether the **Other Services** will cease to be provided.

Varying the Services and Other Services

- 2.5 We may, after consulting with **you**, add to, increase, decrease remove, reduce or vary the **Services** and/or **Other Services** that are provided to **you**, as long as we follow the procedure set out in this **Tenancy** and as long as such variation is necessary for the better management of the **Property** or the **Estate**.

The **Services** and/or **Other Services** provided by us can be added to, increased, decreased, removed, reduced or varied by either:

- (a) the written agreement of **you** and us; or
- (b) by us, after we have:
 - (i) written to **you** setting out the addition, increase, decrease, removal, reduction or variation to the **Services** and/or **Other Services** we wish to make;
 - (ii) given **you** a reasonable period of time to make written representations to us about the addition, increase, decrease, removal, reduction or variation to the **Services** and/or **Other Services**;
 - (iii) considered any written representations made by **you**; and
 - (iv) sent a notice of variation of the **Services** and/or **Other Services** to **you** setting out the **New Services** and stating the date on which the **New Services** will take effect. The **New Services** shall not take effect until at least one month after the notice of variation is sent.

Refusing any New Services

- 2.6 If **you** do not want to continue the **Tenancy** with the **Varied Terms of Tenancy**, **you** have the right to end the **Tenancy** by giving us at least four weeks' notice, ending on a Sunday that **you** want to end this **Tenancy** before the **Varied Terms of Tenancy** take effect. We prefer **you** to give notice by using a Notice to Quit Form. **You** can get one from our website or by contacting us and will post or email it to **you**. If **you** are a joint tenant, a notice to quit signed by one tenant will end the **Tenancy** even if the other tenant objects.

The **Varied Terms of Tenancy** will not take effect if **you** have served a notice to end this **Tenancy** on us in accordance with clause 2.6 above. **You** do not have the right to continue the **Tenancy** without the **Varied Terms of Tenancy** taking effect.

Changing the terms of this Tenancy

- 2.7 Apart from any changes in the amount of **Rent**, the **Services** and/or **Other Services**, the terms of this **Tenancy** can only be changed by the written agreement of **you** and us.

Service of Notices

To serve a notice on you

- 2.8 Any notice which we must serve on **you** will be validly served if it is addressed to **you** and posted or delivered to your **Home**.

To serve a notice on us

- 2.9 **You** can serve any notice on us if **you** send or deliver it to us at the address on page 4 of this **Tenancy**.

Other information

- 2.10 We are subject to any guidance on housing management practice issued by the **Regulator** with the approval of the Secretary of State.

Charitable status

- 2.11 The **Property** that is the subject of this **Tenancy** is held by a charity that is an exempt charity.

Our consent

- 2.12 Any reference in this **Tenancy** to the giving of consent by us requires the consent to be in writing.
- 2.13 Any such consent given by us under this **Tenancy** may:
- o have reasonable conditions attached to it which **you** must comply with;
 - o be limited to a specific time period; and
 - o be withdrawn by us on reasonable grounds by giving **you** written notice.

References

- 2.14 All references in this **Tenancy** to sections and schedules of Acts of Parliament are to be regarded (unless we decide otherwise) as including:
- o references to those sections and schedules as amended, varied, replaced or re-enacted from time to time; and
 - o all subordinate legislation made from time to time under that Act of Parliament.

3. OUR OBLIGATIONS – WHAT WE MUST DO

WE AGREE:

Possession: letting you into your Home

- 3.1 To give **you** possession of your **Home** at the **Start Date**.

Right to occupy: allowing you to live in your Home

- 3.2 Not to unlawfully interrupt or interfere with your right to peacefully occupy your **Home**.

Insurance: What we will insure

- 3.3 To insure the structure of your **Home** and any **Energy Efficiency System** and/or **IoT Technology** against any risks (for example fire) we reasonably believe we need to cover. We are not responsible for insuring the fixtures and fittings forming part of the **Property**, any **gifted items** or your personal belongings.

Repairs

- 3.4 In accordance with section 11 of the Landlord and Tenant Act 1985, to:

repair of installations: repairing drains, pipes and similar things

- 3.4.1 keep in repair and proper working order the installations in your **Home** provided by or adopted by us for the supply of:

- o water;
- o gas;
- o electricity; and
- o sanitation (including basins, sinks, baths and sanitary conveniences)

but not other fixtures, fittings and appliances for making use of the supply of water, gas and electricity; and

- 3.4.2 keep in repair and proper working order the installations in your **Home** for space heating and heating water;

repair of structure and exterior of your Home

- 3.4.3 keep in repair the structure and exterior of your **Home** including:

- o drains, gutters and external pipes;
- o the roof, outside walls and external doors and frames;
- o chimneys, chimney stacks and flues;
- o windows, window catches, windowsills and frames;
- o internal walls, floors and ceilings.

repair of common parts: repairing items in Communal Areas

3.4.4 where your **Home** is a flat or maisonette, and the **Building** is owned or controlled by us, and any disrepair or any installation that does not work affects your enjoyment of your **Home** or any **Communal Areas**, keep in repair and proper working order the installations for the supply of:

- o water;
- o gas;
- o electricity;
- o sanitation;
- o space heating;
- o water heating,

that directly or indirectly serve your **Home** in any part of the **Building** and keep in repair the structure and exterior of the **Building**.

3.5 To keep in repair and proper working order:

- o any **Energy Efficiency System** and any **IoT Technology**; and
- o where your **Home** is a flat or maisonette, and the **Building** is owned or controlled by us, all **Communal Areas** including:
 - entrances;
 - hallways;
 - stairways;
 - lifts;
 - passageways;
 - electric lighting.

Repairs we are not responsible for

3.6 We are not responsible for any **Works** needed to your **Home** and/or the **Property** and/or any **Energy Efficiency System** and/or **IoT Technology** which are your responsibility or if they are needed because of any neglect or damage caused to them by the **lawful occupiers** and/or your visitors and/or **Pets**.

Data Protection

3.7 As the 'controllers' of the 'personal data' we hold about **you** (and other **lawful occupiers**) we are committed to data protection and upholding your and their

rights over your and their data by complying with all relevant data protection legislation. We will process the personal data in your **Tenancy** in order to manage our landlord and tenant relationship with **you** including sharing data with our agents and other contractors as necessary. We may process other data for other purposes and that processing is explained in our Privacy Notice which can be found on our website at <https://www.orbitcustomerhub.org.uk/privacy-policy/>

4. YOUR OBLIGATIONS – WHAT YOU MUST DO

YOU AGREE:

Possession: Living in the Property

- 4.1 To move into the **Property** at the start of the **Tenancy** and occupy your **Home** as your only or principal home and to accept it in its current state of decoration at the start of the **Tenancy**.
- 4.2 To tell us as soon as practicable if **you** will be away from your **Home** for more than four weeks in a row. **You** must make sure that your **Home** will be looked after and secured while **you** are away and provide us with your contact details or the contact details of someone else in the local area who can deal with an emergency on your behalf. **You** must ensure your **Rent** is paid whilst **you** are away.

Rent

- 4.3 To pay the **Rent** when it is due. Where there is more than one of **you**, **you** are all jointly and severally responsible for paying the **Rent**.

Assignment

- 4.4 Not to assign or part with possession of the whole of your **Home** or the **Property** except when:
 - (a) **you** are required to do so by a court order; or
 - (b) **you** have first obtained our consent to transfer this **Tenancy** (by assignment) to another tenant by way of a mutual exchange.

Lodgers and sub-letting

- 4.5 Not to take in a lodger without first getting our consent.
- 4.6 Not to part with possession or sublet (including granting any holiday lettings) the whole, or any part of your **Home** or the **Property**.

Benefit

- 4.7 To be responsible to find out if **you** are eligible for **Benefit** to pay some or all of your **Rent** and to make the application and any renewal application.
- 4.8 If your circumstances change, **you** must tell both us and the relevant agency as soon as possible in case the change affects your entitlement to **Benefit**. If **you** are overpaid **Benefit** and the overpayment is lawfully recoverable, we may reclaim this from **you**.

Outgoings

- 4.9 To pay all outgoings for the **Property** for which **you** are responsible (including, but not limited to electric gas and water charges).

Overcrowding

- 4.10 Not to allow your **Home** to become statutorily overcrowded (as defined in the Housing Act 1985).

Gardens, driveways and paths

- 4.11 To:
- o keep any garden, drive, pathway, path, shed, patio, store, pond, greenhouse, fence, or other structure, which are your responsibility and that form part of the **Property**, well-maintained and in a good condition. **You** must ensure that any trees, plants, vegetation and hedges:
 - are maintained to a reasonable height and condition;
 - do not obstruct any windows, doors or footpaths;
 - do not cause damage to any other property on the **Estate**;
 - are not planted adjacent to or within 2 metres of the **Property**, the **Building** or any other buildings on the **Estate**; and
 - do not grow to interfere with or obstruct the passage of light, wind and air to any **Energy Efficiency System** or the carrying out of any **Works** to the **Property**, the **Building** or the **Estate**;
 - o ensure **you** do not allow rubbish, disused equipment, household items or other waste to be kept in or around the garden of the **Property** or in **Communal Areas** other than in designated receptacles; and
 - o not remove any tree, hedge, wall, fence or other structure from the garden of the **Property** or on the **Estate** without first getting our consent; and

- o not install any pond, patio, decking, paving, shed, greenhouse, garage, aviary, cage or similar structure in the garden of the **Property** or on the **Estate** or make any alterations to any gardens in the **Communal Areas** or on the **Estate** without first getting our consent and any planning permission or any other permissions that may be needed; and
- o be responsible with any neighbour for the maintenance of any fencing between your and your neighbours' garden(s).

Use of the Property

- 4.12 That neither the **lawful occupiers** nor your visitors, shall operate a business or any other commercial activity at the **Property** or in the **Building** or on the **Estate** without first getting our consent and any planning permission or any other permissions that may be needed.
- 4.13 That neither the **lawful occupiers** nor your visitors, shall commit, threaten to commit nor support any act of **Terrorism** at the **Property**, the **Building** and/or the **Estate**.
- 4.14 That neither the **lawful occupiers** nor your visitors shall use or threaten to use the **Property**, the **Building** and/or the **Estate** and/or any other estate owned or managed by us for any illegal, immoral or unlawful activity.

Examples of illegal, immoral and/or unlawful activities include (but are not limited to):

- o selling, supplying, storing, growing and/or possessing illegal drugs (whether or not for your personal use);
 - o storing, displaying or distributing racist material or illegal pornography;
 - o prostitution;
 - o storing, possessing and/or handling stolen goods;
 - o storing, and/or possessing illegal or unlicensed firearms and/or weapons.
- 4.15 If there is a loft or attic retained by us, which is accessed from within your **Home**, **you** must not use or access the loft or attic area for any reason.

Signs

- 4.16 That neither the **lawful occupiers** nor your visitors shall put up or display any notice, trade plate or advertisement inside the **Property** so as to be visible from outside the **Property** and/or on the outside of the **Property** and/or on the **Estate** without first getting our consent.

Nuisance: What you, your friends and family must not do and whose behaviour you must control

4.17 That the **lawful occupiers** or your visitors will not do, or threaten to do, anything which causes, or is likely to cause, or is capable of causing, a nuisance and/or annoyance to:

- o other tenants of properties on the **Estate**; and/or
- o any person living in, visiting or engaging in a lawful activity in the locality and/or on the **Estate** and/or any other estate owned or managed by us; and/or
- o any of our staff or contractors.

4.18 To be responsible for the behaviour of:

- o any person, including children and lodgers living in and/or visiting the **Property**; and/or
- o any Pet belonging to the **lawful occupiers** or your visitors when they are in the **Property** and/or in the locality and/or in the **Communal Areas** and/or on the **Estate** and/or any other estate owned or managed by us.

Examples of behaviour which will or is likely to, or is capable of, causing a nuisance and/or annoyance include (but are not limited to):

- o unreasonable noise such as loud music, radios, television, electronic equipment, musical instruments, shouting, screaming, revving car or motorcycle engines, banging on party walls or ceilings, throwing furniture, banging and slamming of doors and disturbance from do-it-yourself works
- o selling, supplying, storing, growing and/or possessing illegal drugs (whether or not for your personal use);
- o using abusive and/or offensive language;
- o vandalising property;
- o being violent or threatening violence towards someone.

Harassment and other behaviour

4.19 That the **lawful occupiers** or your visitors, will not:

- o harass or threaten to harass any person for any reason, including (but not limited to) harassment on the **Harassment Grounds**;

and

- o do anything which interferes with, or is likely to interfere with, the peace and comfort of, or cause offence to:
 - any other tenant or a member of his/her household or their visitors;
 - our staff or contractors;
 - any person living in, visiting or engaging in a lawful activity in the locality and/or on the **Estate** and/or any other estate owned or managed by us.

Domestic violence and/or abuse: Violence and abuse towards your household or people who used to live with you

4.20 That the **lawful occupiers** or your visitors, will not be, or threaten to be, violent and/or **Abusive** towards:

- o any other lawful occupier; and/or
- o any current or former partners; and/or
- o their friends and/or family,

in the **Property** and/or the **Building** and/or on the **Estate** and/or any other estate owned or managed by us.

Access: When you must let us into the Property

4.21 To allow us, our employees, agents and/or contractors:

- o immediate access to the **Property** in an emergency; and
- o on giving 48 hours' notice, access to the **Property** even if there is no emergency to:
 - carry out any inspections, assessments, tests or surveys at the **Property** (including electrical and safety inspections, risk assessments and inspections and surveys of the condition of the **Property** and/or any **Energy Efficiency System** or **IoT Technology**);
 - carry out any **Works** to the **Property**, the **Energy Efficiency System**, the **IoT Technology**, any loft or attic retained by us, which is accessed from within your **Home**, or any adjoining homes or to the **Building** and/or **Estate** (including **Works** that we consider necessary on health and/or safety grounds);

- carry out any of our obligations under this **Tenancy** or imposed on us by law or to meet safety guidance (including but not limited to the carrying out of an annual gas safety inspection and/or an electrical installation condition report);
- provide any **Services** and/or **Other Services** under this **Tenancy**
- enforce our reserved rights over the **Property** set out in clause We retain the following rights over the **Property** for the benefit of us or any third party authorised by us: of this **Tenancy**.

4.22 That if:

- o we agree an appointment date with **you** to carry out any of our obligations under this **Tenancy** or imposed by law; and
- o **you** do not allow access to us, our employees, agents and/or contractor on that date; then
- o **you** shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access within four weeks of us requesting payment from **you**.

Pets

- 4.23 Not to keep any **Pets** in your **Home**, the **Property** and/or on the **Estate** unless the Pet is a small, caged bird, mouse, hamster or fish) without first getting our consent.

Communal Areas and facilities

- 4.24 That the **lawful occupiers** or your visitors, will keep any **Communal Areas** in a clean condition; where we provide a cleaning service for which **you** pay a **Service Charge** any areas must still be kept tidy.
- 4.25 That the **lawful occupiers** or your visitors will use any facilities provided within the **Communal Areas** (including but not limited to salt and grit, car parks, play areas, laundry facilities, clothes lines, refuse disposal facilities) in a responsible manner, giving due consideration to your neighbours and other users and not blocking access to such facilities nor blocking any refuse disposal facilities.
- 4.26 That neither the **lawful occupiers** nor your visitors will use the electrical power points in the **Communal Areas** and/or the **Building** for your own power supply purposes or for the charging of any items including mobility scooters, unless it has been designated as a communal charging point.

Vehicles

- 4.27 That neither the **lawful occupiers** nor your visitors will park any van (under 5.5 metres long), motor car, motorcycle or moped anywhere at the **Property**, the **Building** and/or the **Estate** other than where it is roadworthy taxed and insured and provided it is parked in any:
- o private garage granted as part of the **Property** (if any);
 - o designated parking space (where these exist) that we have given **you** specific or implied consent to use; or
 - o shared car park (where these exist).
- 4.28 That the **lawful occupiers** or your visitors will park with due care and consideration to other road users and pedestrians without obstructing any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces on the **Estate**.
- 4.29 That neither the **lawful occupiers** nor your visitors will park any van (over 5.5 metres long), mobility scooter, caravan, motor home, boat, trailer, lorry or similar vehicle anywhere at the **Property**, the **Building** or on the **Estate** without first getting our consent.
- 4.30 That neither the **lawful occupiers** nor your visitors shall carry out any repairs or servicing of any vehicle(s) in the **Property**, the **Building** and/or the **Estate** without first getting our consent.

Damage

- 4.31 That **you** are responsible for **Works** required to the **Property**, any **Energy Efficiency System**, any **IoT Technology**, the **Building** and/or the **Estate** which are not our responsibility and/or result from any damage or neglect caused by the **lawful occupiers** and/or your visitors and/or **Pets**.
- 4.32 That the **lawful occupiers**, your visitors or your **Pets** will not graffiti, deface or cause damage to, and will take every reasonable precaution to prevent damage (including, but not limited to, damage by **Pets**, frost, fire, water contamination, inadequate ventilation or explosive materials) to the **Property**, any **Energy Efficiency System**, any **IoT Technology**, the **Building** and/or the **Estate**.

Maintenance and Decoration

- 4.33 To keep the **Property** in a good and clean condition and to decorate inside your **Home** as often as is necessary to keep it in reasonable decorative order.
- 4.34 To ventilate the **Property** adequately to prevent any build-up of condensation, black mould and odours.

Improvements, alterations and additions

- 4.35 Not to make any **improvements** to the **Property**, any **Energy Efficiency System**, any **IoT Technology**, the **Building** and/or the **Estate**, without first getting our consent and any planning permission or any other permissions that may be needed.

Interference

- 4.36 That the **lawful occupiers** or your visitors will not tamper with and/or damage:
- o security or safety equipment or elements (such as fire and smoke alarms and sounders, any equipment for putting out fires, door entry systems, security gates, internal or external fire doors and closed-circuit systems); and/or
 - o anything which supplies or is in connection with the supply of gas, electricity, water or any other services; and/or
 - o any equipment in connection with the use of gas and/or heating systems
 - o equipment used for ventilation; and/or
 - o any **Energy Efficiency System** and/or any **IoT Technology**
 - o any external insulation and/or cladding
 - o any loft or attic retained by us, which is accessed from within your **Home** in or on the **Property**, the **Building**, or the **Estate**.

Reporting repairs: Telling us about any repairs we need to do

- 4.37 To report to us promptly anything which is in disrepair including any **Energy Efficiency System** and/or **IoT Technology** which is our responsibility to repair.

Health and Safety

- 4.38 Not to bring into or keep anything (including substances) in the **Property**, the **Building** and/or on the **Estate** which may or is likely to cause an explosion and/or harm to any person or property on the **Estate**.
- 4.39 That the **lawful occupiers** or your visitors will protect your and other residents' safety and security by:
- o complying with any health and safety or fire instructions relating to the **Building** and/or **Communal Areas**;
 - o closing external, safety and fire doors in and to the **Building**; and

- o controlling and not lending out any key or fob to any **Communal Areas**.
- o not smoking in the **Communal Areas**, except in designated smoking areas (where these exist);
- o not smoking in the Property whilst our staff, agents or contractors are inside the Property.

4.40 That the **lawful occupiers** or your visitors will not obstruct or keep or leave rubbish, dangerous materials or belongings which could constitute a health or fire safety risk in the **Property** or on any **Communal Areas** and/or on the **Estate**.

Failure to carry out Works

4.41 That if **you** breach your responsibilities to carry out **Works** under this **Tenancy**, we shall be entitled to either:

- o carry out the **Works** to put right your breach; or
- o serve a notice on **you** telling **you** what **Works you** must do to put right the breach; and **you** must put right the breach within whatever reasonable time-scale we set out in the notice and to a reasonable standard, which we will be entitled to inspect.

If we carry out **Works** to put right your breach because:

- o we have inspected the **Works you** have done in response to a notice from us and they are not to a reasonable standard; or
- o **you** have not carried out **Works** in response to a notice from us within the reasonable timescale set out in the notice; or
- o we have decided to carry out the **Works** to put right your breach

you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from **you**.

This clause applies to **Works** required resulting from your breach of this **Tenancy** which includes (but is not limited to) the following clauses:

- o maintaining your garden and any trees in your garden (clause To:)
- o undertaking repairs, maintenance and decoration that are your responsibility (clause That **you** are responsible for **Works** required to the **Property**, any **Energy Efficiency System**, any **IoT Technology**, the **Building** and/or the **Estate** which are not our responsibility and/or result from any damage or neglect caused by the **lawful occupiers** and/or your visitors and/or **Pets**., To keep the **Property** in a good and clean condition and to decorate

inside your **Home** as often as is necessary to keep it in reasonable decorative order.)

- o repairing any damage caused that **you** are responsible for repairing (clauses That **you** are responsible for **Works** required to the **Property**, any **Energy Efficiency System**, any **IoT Technology**, the **Building** and/or the **Estate** which are not our responsibility and/or result from any damage or neglect caused by the **lawful occupiers** and/or your visitors and/or **Pets**., That the **lawful occupiers**, your visitors or your **Pets** will not graffiti, deface or cause damage to, and will take every reasonable precaution to prevent damage (including, but not limited to, damage by **Pets**, frost, fire, water contamination, inadequate ventilation or explosive materials) to the **Property**, any **Energy Efficiency System**, any **IoT Technology**, the **Building** and/or the **Estate**. and That the **lawful occupiers** or your visitors will not tamper with and/or damage:)
- o undertaking any unauthorised **improvements** (clause Not to make any **improvements** to the **Property**, any **Energy Efficiency System**, any **IoT Technology**, the **Building** and/or the **Estate**, without first getting our consent and any planning permission or any other permissions that may be needed.)
- o removing items from and cleaning the **Building** and/or **Communal Areas** clauses That the **lawful occupiers** or your visitors, will keep any **Communal Areas** in a clean condition; where we provide a cleaning service for which **you** pay a **Service Charge** any areas must still be kept tidy., That the **lawful occupiers** or your visitors will use any facilities provided within the **Communal Areas** (including but not limited to salt and grit, car parks, play areas, laundry facilities, clothes lines, refuse disposal facilities) in a responsible manner, giving due consideration to your neighbours and other users and not blocking access to such facilities nor blocking any refuse disposal facilities. and That the **lawful occupiers** or your visitors will not obstruct or keep or leave rubbish, dangerous materials or belongings which could constitute a health or fire safety risk in the **Property** or on any **Communal Areas** and/or on the **Estate**.)
- o your parking obligations (clause That neither the **lawful occupiers** nor your visitors will park any van (under 5.5 metres long), motor car, motorcycle or moped anywhere at the **Property**, the **Building** and/or the **Estate** other than where it is roadworthy taxed and insured and provided it is parked in any: to That neither the **lawful occupiers** nor your visitors shall carry out any repairs or servicing of any vehicle(s) in the **Property**, the **Building**

and/or the **Estate** without first getting our consent.) (such **Works** may include removing your vehicle)

Title and Planning

4.42 **You** must comply with any obligations concerning the use of the **Property** in title deeds or in any planning permission, details of which (if any) are attached to this **Tenancy** at Appendix 1. **You** must comply with the terms and conditions (other than financial obligations) where those terms concern **you** and the **Property**. Where those terms conflict with the terms of this **Tenancy**, those terms will prevail.

Temporary vacation of your Home for Works

4.43 That where we or our agent acting on our behalf is required to carry out **Works** to the **Property**, the **Building** and/or the **Estate**, to comply with any of our obligations under this **Tenancy** or imposed on us by law or otherwise, and the **Works** cannot reasonably be carried out whilst the **lawful occupiers** remain in the **Property**, then **you** agree that the **lawful occupiers** will:

- o move out of the **Property** for as long as is necessary for us or our agent to carry out the **Works** in exchange for us or our agent arranging alternative and temporary accommodation for the **lawful occupiers**; and
- o move out of the temporary accommodation upon the **Works** being completed (as to the date of which our or our agent's decision shall be final) and move back into the **Property** on reasonable notice being given to **you** by us or our agent.

Ending your Tenancy

4.44 To:

- o give us at least four weeks' notice, ending on a Sunday that **you** want to end this **Tenancy**; and
- o allow us with or without prospective tenants to inspect the **Property** and any **Energy Efficiency System** and/or **IoT Technology** before the four week notice period ends; and
- o if **you** leave before four weeks' notice has been given, to pay the **Rent** as if **you** had given four weeks' notice.

4.45 To give us possession of the **Property** at the end of the **Tenancy**.

We prefer **you** to give notice by using a Notice to Quit Form. **You** can get one from our website or by contacting us and will post or email it to **you**. If **you** are a joint tenant, a notice to quit signed by one tenant will end the **Tenancy** even if the other tenant objects.

Moving out

4.46 That on the date which this **Tenancy** ends (or the following day if your **Tenancy** ends on a Sunday):

- o the **lawful occupiers** will move out and not leave anyone else and/or any **Pets** in the **Property**
- o **you** will return the keys (and where applicable all the door entry fobs) to the **Property** to us by 10:00am
- o **you** will leave the **Property**, any **Energy Efficiency System** and/or **IoT Technology** and our fixtures and fittings, in a clean and good condition
- o **you** will leave any **Energy Efficiency System** and any **IoT Technology** at the **Property**
- o **you** will remove all furniture, personal possessions (including but not limited to fitted carpets and curtains that belong to **you**) and rubbish from the **Property**.

4.47 That for any **Period of Unauthorised Occupation**, **you** must pay us an amount equivalent to the **Rent** due for that **Period of Unauthorised Occupation** within four weeks of us requesting payment from **you**.

4.48 That if **you** do not return the keys (and where applicable all the door entry fobs) by 10.00am on the day this **Tenancy** ends (or on the following day if your **Tenancy** ends on a Sunday) **you** will pay to us the reasonable costs of changing the locks to the **Property** and replacement locks and key(s) within four weeks of us requesting payment from **you**.

4.49 That on the day this **Tenancy** ends, if **you** do not:

- o remove all personal possessions (including **Pets**) and rubbish
- o leave the **Property** (including our fixtures and fittings) and the **Energy Efficiency System** and the **IoT Technology** in a clean and good condition
- o leave the **Energy Efficiency System** and the **IoT Technology** at the **Property**

you will pay to us our reasonable costs of storing your goods or carrying out such **Works** necessary to put right your breach within four weeks of us requesting payment from **you**.

4.50 If **you** do leave any personal possessions at the **Property** once the **Tenancy** has ended, we:

- o may dispose of them; or
- o shall be entitled (but not obliged) to sell them

after taking reasonable steps to notify **you** and giving **you** a reasonable time to collect them.

The costs of storage and/or sale of your personal possessions and any **Rent** or other sums of money owed by **you** to us under this **Tenancy**, may be deducted from any sale proceeds.

5. YOUR RIGHTS BY STATUTORY LAW

YOU AND WE AGREE:

Succession

5.1 On your death:

- (a) any surviving joint tenant(s) if they occupied your **Home** as their only or principal home will become the Tenant; or
- (b) if there is no surviving joint tenant, your **Partner** as long as they occupied your **Home** as their only or principal home at the time of your death, will become the Tenant by succession as long as **you** were not a successor as defined in the Housing Act 1988.

The law only allows one succession of the **Tenancy**.

6. HOW WE MAY END YOUR TENANCY

YOU AND WE AGREE:

6.1 So long as the **Tenancy** remains an Assured Tenancy we can bring it to an end by getting a Court Order for possession on one or more of the grounds listed in Schedule 2 to the Housing Act 1988.

6.2 We will normally give **you** 2 weeks' notice of our intention to seek possession but may give no notice, or less than 2 weeks' notice if:

- o a court grants an order that it is just and equitable to dispense with the service of a notice; or

- o we are asking for possession under ground 14 (nuisance).
- 6.3 If this **Tenancy** stops being an Assured Tenancy (because for example **you** stop living in the **Property** as your only or principal home), we may end this **Tenancy** by giving **you** notice to quit.

Schedule 1

Definitions

You and **us** agree the following words shall have the following meanings:

Abusive	includes (but is not limited to) any behaviour which consists of: • physical or sexual abuse • violence or threatening behaviour • controlling behaviour including (but not limited to) behaviour designed to: ○ make a person subordinate and or dependent by isolating them from sources of support ○ exploit a person's resources and capacities for personal gain ○ deprive a person of the means needed for independence, resistance and escape ○ regulate a person's everyday behaviour • coercive behaviour including (but not limited to) assaulting, threatening, intimidating and other forms of abusive behaviour used or designed to harm, punish or frighten a person • economic abuse; including (but not limited to) behaviour that has a substantial adverse effect on a person's ability to: ○ acquire, use or maintain money or other property; or ○ obtain goods or services • psychological, emotional or other abuse
Benefit	means housing benefit, Universal Credit or any alternative replacement scheme
Building	where your Home is flat or maisonette, the building Your Property forms part of, and includes the Communal Areas
Communal Areas	which includes shared communal areas such as (but is not limited to) any stairways, lifts, communal gardens, balconies, landings, washrooms and parking areas

Energy Efficiency Payments	includes (but is not limited to) - any benefits arising as a result of the Energy Efficiency System being connected to the Grid and any environmental or renewable benefits (including feed in tariffs and renewable heat incentive payments) relating to the Energy Efficiency System (including any monetary payments) - any payments arising as a result of supplies of electricity and exports of electricity to the Grid from the Energy Efficiency System - any revenue generated in relation to the Energy Efficiency System
Energy Efficiency System	means any - low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion, energy pods and CHP technology; and - renewable heat technology equipment of fuel source, including ground-source heat pumps, air source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the Grid, together with - any invertors, meters, monitoring equipment, cabling, batteries, thermostats, sensors and other associated media and works; and - any addition or replacement, that we, or a third party with our permission, may install
Estate	means any land and/or buildings adjoining and/or neighbouring your Home , the Property and the Building and which is owned by us
First Period	means the period of time from Start Date to midnight on the following Sunday
Former Occupancy Debts	means rent arrears or other debts or charges owing from a previous occupancy of the Property or from another property owned by us
gifted items	means any electrical items, soft furnishings, carpets, flooring, or other items gifted to you on the Start Date as listed in Schedule

	3 of this Tenancy . We are not responsible for any Works needed to any gifted items
Grid	means any distribution system for electricity and/or gas in England as operated by persons licenced by Ofgem
Harassment Grounds	means harassment for any reason including (but not limited to) harassing someone on any of the following grounds: • age • disability • gender reassignment • marriage and civil partnership • pregnancy and maternity • race • religion or belief • sex • sexual orientation
Home	means your house, bungalow, flat or maisonette granted under the terms of this Tenancy and described at clause We grant you a tenancy of your Home at: of this Tenancy and specifically excludes any loft or attic contained within your Home . For the avoidance of doubt, you do not have and will not gain any rights of ownership in respect of any part of any loft or attic inside your Home
Improvements	means any improvements, alterations or additions including (but not limited to): • installing central heating, gas fires, open flue appliances or wood burner stoves; • putting up any radio or television aerial, satellite dish, alarm, camera or CCTV; • removal of floor tiles; • installing laminate flooring; • installing a shower • replacing kitchens/bathrooms

	- installing solar and photo voltaic panels or other energy efficiency measures (including measures that are grant funded by third parties) - installing a conservatory or a porch - installing decking, paving, patios or ponds in the garden of the Property - installing electric vehicle charging points - works involving gas pipe work and heating systems or opening up chimneys - structural works to the Property including removing internal and external walls, dividing living spaces and converting windows into patio doors - works involving a party wall or boundary - installing, altering or replacing fire protection and detection elements including internal and external fire doors, smoke detection and sounders and automatic opening doors
IoT Technology	means any: - any monitoring equipment, cabling, batteries, thermostats, sensors and other associated media and works; and - any addition or replacement, that we, or a third party with our permission, may install in connection with monitoring the humidity and temperature levels in your Home in order to enable early interventions to prevent condensation, damp and mould
lawful occupiers	means the people that will be living in your Home including you, who at the Start Date are listed in your housing application form
Net Rent	means the amount of money you have to pay to us on a regular basis to live in your Home. The amount of Net Rent you pay may be increased or decreased from time to time in accordance with this Tenancy

Net Rent Review	means the time when we will review and change the Net Rent in accordance with any rent setting policy we have from time to time in force, dealing with higher-income earning households
New Services	are the changes we are making to the Services and/or Other Services provided under this Tenancy
Other Charges	is the amount of money you pay to us for providing the Other Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
Other Charges Review	means the time when we will review and change the Other Charges in accordance with our rent setting policy from time to time in force, which will normally be in the April immediately after the grant of this Tenancy and thereafter once a year
Other Services	are the other services which at the Start Date are listed at clause 1.5 (and at Schedule 2) which we will provide to you under this Tenancy for which you pay the Other Charges
Other Services Review	means the time when we will review and change the Other Charges if there is a change in the Other Services provided to you
Partner	means your husband or wife, a person living with you as your husband or wife, your registered civil partner or a person living with you as your registered civil partner.
Period of Unauthorised Occupation	is any period after 10:00am on the day this Tenancy ends, which the lawful occupiers and/or anyone authorised by you remain in occupation of the Property
Pets	includes but is not limited to any animal, bird, reptile, insect or fish
Property	means your Home including any fixtures and fittings owned by us and if your Home is a house or bungalow includes any garage, driveway, allocated parking space, outbuilding or garden let under this Tenancy and any paths, hedges and/or

	fences exclusively for your Home and owned by us. For the avoidance of doubt the Property does not include any Energy Efficiency System and/or IoT Technology that may be fitted to your Home at the Start Date or at any time during the Tenancy or any part of your Home to which any Energy Efficiency System and/or IoT Technology is attached
Regulator	means the Regulator of Social Housing, which is an executive non-departmental public body which regulates registered providers of social housing or any replacement body or bodies which regulate social housing or takes over the substantially the same regulatory and supervisory functions of the Regulator of Social Housing
Rent	means the total of the Net Rent , Service Charge and Other Charges added together, which may be increased or decreased from time to time under this Tenancy and any Former Occupancy Debts
Rent Review	means the time when we will review and change the Net Rent in accordance with our rent setting policy from time to time in force, which will normally be in the April immediately after the grant of this Tenancy and thereafter once a year
Reviewed Net Rent	means the Net Rent as varied at the Net Rent Review and in any event at a level no higher than the amount that would have been set for your Home by the Tribunal if it had jurisdiction to set the Net Rent
Reviewed Other Charges	means the Other Charges as varied at the Other Charges Review and/or Other Services Review
Reviewed Rent	means the Net Rent as varied at the Rent Review and in any event at a level no higher than the amount that would have been set for your Home by the Tribunal if it had jurisdiction to set the Net Rent

Second and Subsequent Periods	means the periods of time immediately after the First Period starting on a Monday and thereafter from week to week until the Tenancy is ended
Services	are the services which we will provide under this Tenancy (which at the Start Date are listed in Schedule 2) for which you pay the Service Charge
Service Charge	is the amount of money you pay to us for providing the Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
Service Charge Year	means each calendar year commencing on the first Monday in April
Start Date	means the start date of this Tenancy as inserted at clause The Start Date of this Tenancy is _____ and it is an assured non-shorthold tenancy within the meaning of the Housing Act 1988. of this Tenancy
Tenancy	means the legal agreement between you and us where we allow you to live in the Home and where both you and us agree to do various things which are set out in the Tenancy
Terrorism	includes (but is not limited to) any action which is • designed to influence the government or to intimidate the public or a section of the public; and • made for the purpose of advancing a political, religious or ideological cause; and • the action ○ involves serious violence against a person ○ involves serious damage to property ○ endangers a person's life, other than that of the person committing the action

	- o creates a serious risk to the health or safety of the public or a section of the public - o is designed to seriously interfere with or disrupt an electronic system
Tribunal	means the First-tier Tribunal (Property Chamber)
Varied Terms of Tenancy	means the New Services
Works	means any works to the Property , any Energy Efficiency System and any IoT Technology (including any works carried out to the exterior areas of the Property) and for example includes but is not limited to installing, maintaining, improving, upgrading, repairing, replacing, cleaning, clearing, removing and disposing of and/or making good
you	means the tenant(s) of the Property under this Tenancy . This includes joint tenants.

Schedule 2

The Services and Other Services

This document will have been provided to you with your offer where applicable.

Schedule 3

The Gifted Items

Gifted Items

Floor coverings	
If yes the location and condition of the floor coverings are described below:	
Window coverings	
If yes the location and condition of the window coverings are described below:	
Other items gifted (including any sheds)	X
If yes the other items are described below:	
Net curtain over front door, two shower curtains.	
You agree that the above items are gifted items and that we are not responsible for any works needed to these items, as set out in your tenancy agreement.	X

Schedule 4

Former Occupancy Debt

Payment plan

This document will have been provided to you with your offer where applicable.

Appendix 1

Title and Planning

This document will have been provided to you with your offer where applicable.

**Orbit Housing Association Limited –
Registered Society No. 27802R**

**Registered Office:
Garden Court, Harry Weston Road, Binley Business Park,
Coventry CV3 3SU**

