



Orbit Housing



Tenancy Reference: 1985915



Section: Tenancy

Name:	
Address:	
Postcode:	
No of Files:	1
Batch No:	1060940
File Location:	Str404



Assured Non-Shorthold Tenancy Agreement

This Tenancy Agreement is between:-

**Name and address of
Association**

Orbit Heart of England
("we", "our" or "us") of

**10 Greenhill Street
Stratford-upon-Avon
Warwickshire
CV37 6LG**

We are registered with the Housing Corporation under
Section 3 of the Housing Act 1996.

AND

Name of tenant(s)

[REDACTED]

("you").

In the case of joint tenants "you" means each joint tenant
named above. This agreement sets out your rights and
responsibilities in respect of

Address

[REDACTED]

("your home" or "the property") which is a 1 bedroom

SHELTERED HOUSE

Date and start of tenancy

The Tenancy begins on 7th APRIL 2008
and is for an initial fixed term of a week thereafter weekly
until brought to an end, the terms of which are set out in this
agreement.

Occupation

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.

Occupancy

Not to allow the premises to be overcrowded as defined by
Section 324 Housing Act 1985.

General Terms

Payment for the property

The payment of rent and other charges is due in advance on
the Monday of each week.

Rent, variable service charges are payable over **48** weeks per year. Support charge and other charges are payable over **48** weeks per year. There are **4** non-collectable weeks each year.

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

Weekly rent	£ 64.27
Weekly variable service charge	£ 46.37
Weekly support charges:	
• Scheme-based support charge	£ 23.52
• Emergency Alarm charge	£
Weekly heating charge	£
Weekly water charge	£ 1.77
Weekly Council Tax charge	£
Total weekly payment	£ 135.93 

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

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

What the total weekly payment does not include

You are responsible for meeting all other outgoings in respect of the property, including water charges, sewerage charges and Council Tax (or any local tax which may replace the Council Tax). We are not responsible for any outgoings in respect of the property.

Whilst we will insure the structure of the property, you are responsible for your own contents and possessions. We strongly advise you take your own contents insurance. We do not provide that insurance cover.

Section 48 Notice

Our address shown on the front sheet of this agreement is our address for service of notices in England and Wales (including notices of legal proceedings) pursuant to Section 48(1), Landlord and Tenant Act 1987)

1. Our Obligations

We agree:

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| Changes in rent and other charges | (1) | <p>(i) The weekly rent, variable service charge, support charge or other charges must be paid in advance every Monday. We can change your rent, variable service charge, support charge and other charges without your consent.</p> |
| Within the first year of the tenancy | (ii) | <p>In the first year of this agreement we may increase or decrease the rent with effect from the first Monday in April following the start of this tenancy. We will give you at least one calendar month's notice in writing of such changes. Where your tenancy start date is less than one month before the increase, this Tenancy Agreement is deemed to be the advance written notice.</p> <p>The amount of the new rent will be that notified to you. Sections 13 and 14 of the Housing Act 1988 do not apply to this first increase.</p> <p>Thereafter, we may increase the rent on the first Monday in April each year by giving you at least one calendar month's notice in writing. The new rent will be that specified in the notice unless you refer the notice to a Rent Assessment Committee and they determine another rent. In the event of such a determination, the rent for that year will be that determined by the Rent Assessment Committee.</p> <p>Section 13 and 14 of the Housing Act 1988 will apply to this and subsequent increases or decreases. Any change to this legislation will automatically affect your tenancy agreement.</p> |
| After the first year of the tenancy | (iii) | <p>We may review and subsequently increase the variable service charge, support charge or other charges with effect from the first Monday in April each year.</p> |
| | (iv) | <p>We will give you one calendar month's notice of any changes to these charges by writing to you at the property.</p> |
| Other alterations | (2) | <p>We can only alter this agreement (except for the weekly rent, variable service charge, support charge or other charges):</p> <ul style="list-style-type: none"> • With your written consent; or • By consultation with you in accordance with our consultation process. |
| Variable Service Charge, Support Charge and other charges | (3) | <p>(i) In addition to the rent, we may charge for variable service charges provided either on the basis of reasonable costs incurred during the previous year or</p> |

estimates for future years.

We will give you one calendar month's notice of any changes to these charges by writing to you at the property. We may vary, add to or cancel any service charge items listed in Appendix A after consultation with you.

- (ii) In addition to the rent, we will charge for support services provided or other charges on the basis of reasonable costs incurred during the previous year or estimates for future years. We will give you one calendar month's notice of any changes to these charges by writing to you at the property.
- (iii) If the property is subject to funding, for scheme based support services or emergency alarm (Lifeline) services, you must accept and pay for these services

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 or have a reduced entitlement, you will be responsible for the payment due for this service.

Support and/or Furniture (4)

- (i) This tenancy is granted to facilitate the provision of support for you or a member of your household. The nature of this provision, and your obligations to pay for it, are set out in the separate Support Agreement. The provision of support is fundamental to this tenancy. It shall be regarded as a breach of this tenancy if you withdraw from or breach the Support Agreement and in the event of such withdrawal or breach we may take steps to end the tenancy.
- (ii) The property is furnished in accordance with the inventory at Appendix B.

This clause will only apply if you receive support and/or live in furnished accommodation.

Possession and your right to occupy (5)

- (i) We will give you possession of the property at the start of the tenancy.
- (ii) We will not interrupt or interfere with your peaceful right to occupy the property except where possession proceedings are sought or where access is required (see paragraph (5) below) and so long as you abide by the terms of this agreement.

Health and Safety (6)

- (6) The health and safety of all tenants, visitors, agents, employees, contractors, anyone acting on our behalf or anyone engaging in lawful activity in the locality, is paramount. That being so, if you endanger or act in a way likely to endanger their health and safety we may, or we may support other agencies to, bring injunction and/or possession proceedings against you.

Access

- (7) We will require access to the property at certain times such as:-
- (i) To inspect or carry out repairs to the property, to conduct stock condition or other surveys which formulate planned maintenance or improvement programmes, to survey the common parts or adjoining properties including inspection under the Gas Safety Regulations.
 - (ii) When there is an emergency.
 - (iii) When we need to check the safety or welfare of you if we have reasonable grounds for concern.
 - (iv) At the end of the tenancy.
 - (v) When we believe you are in breach of the terms of your tenancy.

Generally we will give you not less than 24 hours notice of such access but we may give you less in cases where we believe there is an emergency.

Repairs

- (8)(a) We will maintain and where appropriate keep in proper working order:-
- (i) The structure and outside of the property including roof, outside walls, outside doors, floors, windows, windowsills, drains, gutters and external pipes, chimneys and flues, chimney stacks;
 - (ii) Internal walls, floors and ceilings, major internal plaster work, skirting boards, doors and doorframes, doorjambs, security equipment (but not painting and decorating);
 - (iii) Kitchen and bathroom fixtures;
 - (iv) Installations for the supply of gas, electricity, water and 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 (but not plugs or non-Association appliances);
 - (v) Heating and water heating equipment and electrical equipment and installation;
 - (vi) Any communal areas including common entrance halls, halls, passageways, stairways, lifts, controlled access equipment, CCTV or other security equipment, rubbish chutes, television aerials and associated equipment and any other common parts, including their electrical wiring;
 - (vii) Boundary walls and fences if they were provided or put up at the property by the Association prior to the

start of the tenancy or are subsequently put up by the Association or where the fence adjoins a public footpath or public open space;

- (viii) Access pathways (but not patio areas), steps, ramps and stair lifts (but only if fitted by us);
- (ix) Garages and outbuildings (where provided by us);
- (8)(b) We will maintain and decorate the exterior of the property and any common parts.
- (8)(c) We are not responsible for other matters including (but not limited to):-
 - Lost keys
 - Light bulbs and fluorescent tubes
 - Smoke alarm and doorbell batteries
 - Internal decorations
 - Damage caused by misuse and/or neglect
 - Cleaning the property (including cleaning shower heads)
 - Maintaining garden areas or rubbish removal (except communal garden areas).
- (8)(d) We may in our absolute discretion, leave in the property installations which have been left by a previous tenant. These installations will be listed in the particulars at the start of your tenancy. These installations may be to a specification which is different to our standard specification. You are personally 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.

If an installation of this sort needs to be repaired or replaced, we reserve the right to remove it and replace it with one that meets our standard specification.

- (8)(e) We will carry out all repairs within such reasonable timescales as may be determined by us from time to time.

Data protection and access to personal information

- (9) On signing the tenancy agreement you consent to the processing and sharing of your personal information where there is a legal obligation to do so or in the course of delivering a service to you:.
 - (i) We will disclose personal information which we hold and process as a data controller in accordance with your legal rights under the Data Protection Act 1998. This may involve disclosure of information about you to other members of our Group.
 - (ii) This may not apply to third party personal information which you are the focus, if it is deemed in doing so we as the data controller are in breach of a duty of confidence to the third party.
 - (iii) We may share information about you to prevent and detect crime and taxation. We will also in the course of

duties as a data controller share information with:

- utility companies if there is a legitimate interest to make sure service charges are passed on to those responsible for their collection
- tracing agents and debt collection companies where you leave your property without paying your rent and where a valid Court Order is not in place to enable us as the data controller seek recovery of the debt
- contractors and agents where we have a duty to carry out a repair and/or service. We may provide personal information relating to contact details, and/or any information in relation to special needs to enable a tailored service or due to health and safety obligations imposed by law on the data controller.

(iv) We have a Data Protection Policy and Procedure in place where upon request for personal information a £10 fee is required.

(v) We will upon your request correct information we hold and process on your behalf or in the course of delivering a service and/or log your disagreement with the information.

(vi) We will make reasonable steps to protect personal information we collect from you and we will keep your personal information safe and secure.

Notices

(10) We may serve notices (including notices of legal proceedings) on you by:-

- (i) Handing them to you or a joint tenant; or
- (ii) Posting them through the letterbox of the property; or
- (iii) Leaving them at or posting them to your last known address; or
- (iv) Fixing them to your front door or other prominent part of the property.

Consents

(11) Where in this agreement, it states our consent is required we will not unreasonably refuse and may give it subject to certain conditions.

Tenant's Charter

(12) We are subject to any guidance on housing management practice issued by the Housing Corporation or it's successor, with the approval of the Secretary of State. This tenancy is one to which this guidance and the Tenants' Charter applies.

2. Your Obligations

You agree:

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| Possession | (1) | To take possession of the property at the start of the tenancy, not to part with possession of it, and not to sub-let the whole of it without our prior written permission. |
| Weekly Payment | (2) | To pay the weekly rent, variable service charge, support charge and other charges (if appropriate) in advance on Monday of each week. |
| Arrears and Advance Payments | (3) | If at the time when this Agreement commences, you have made any advance payments or are in arrears of rent or service charge payments in respect of the property, we will either credit or debit your rent or service charge account as the case may be. |
| | | If you vacate the property to become our tenant in another of the properties owned by us we will be entitled to use all payments subsequently made by you to settle any outstanding debt due to us in respect of this tenancy or will be entitled to credit your new account (in respect of a new tenancy) with sums due to you from us. |
| Bankruptcy and/or Voluntary Arrangement | (4) | If as a result of you either being adjudicated bankrupt or entering into a voluntary arrangement you are unable to pay monies due to us under this agreement, we may at our discretion commence possession proceedings. |
| Use of Premises | (5) | <p>(i) To use the property as your only or principal home, not to use the property for business purposes except with our written consent and not to undertake any activity which may constitute a breach of current planning regulations or covenants.</p> <p>(ii) Not to use paraffin or bottled gas stove or store dangerous or inflammable materials in the property or communal areas.</p> <p>Not to use, keep or store any other dangerous or flammable goods, materials or substances, including firearms or any other explosive material, in the property or communal areas apart from those required for general household use.</p> <p>(iii) To keep the property and the garden clean, tidy and free from rubbish at all times.</p> <p>(iv) Along with your neighbours you must keep any communal gardens and areas not covered by the variable service charge clean, tidy and free of rubbish.</p> <p>(v) Not to fix or to exhibit on the property any notice, trade plate or advertisement without our prior written consent.</p> <p>(vi) To use any communal facilities for their intended purpose and with due regard for the convenience and safety of others.</p> |

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| Access | (6) | You must give us access as and when required and as set out in clause 1(7) above. If you fail to give us access we may have to apply to Court either for an injunction to order access or for possession of the property. |
| Nuisance and anti-social behaviour | (7) | <p>We will not tolerate anti-social behaviour.</p> <p>Anti-social behaviour is defined as any behaviour which causes or is likely to cause nuisance or annoyance to others. It includes (by way of example), but is not limited to:-</p> <ul style="list-style-type: none"> • Noise -such as (but not limited to) loud music and shouting) which can be heard outside the property; • Violence – such as hitting and bullying; • Threats of violence – such as bullying and abuse; • Damage to property – such as breaking fixtures and fittings; • The use of illegal drugs or substances whether for your own purposes or for supply to another; • Illegal or immoral activities. <p>(i) You are responsible for the behaviour of every person (including children) living in or visiting the property. You are responsible for them in the property, in communal areas (stairs, lifts, landings, entrance halls, paved areas, shared gardens, parking areas) and in the locality of the property.</p> <p>(ii) You must not cause, permit or allow anyone living with you, or your visitors to:-</p> <ul style="list-style-type: none"> • cause a nuisance or annoyance; • interfere with the peace and comfort; • disturb, frighten or intimidate; • cause injury or offence <p>to other persons in the locality of the property or any of our tenants, agents, employees, contractors or anyone acting on our behalf.</p> <p>(iii) You must not cause, permit or allow anyone living with you or your visitors to use the property for illegal or immoral purposes.</p> <p>(iv) You must not breach current planning regulations or covenants imposed on the property.</p> |
| Noise | (8) | You must not cause, permit or allow anyone living with you, or your visitors to create a noise such that it may interfere with the peace and comfort of or cause disturbance to other persons in the locality, or to any of our tenants, agents, employees, contractors or anyone acting on our behalf. |
| Racial and other harassment | (9) | You must not cause, permit or allow anyone living with you, or your visitors to commit, any harassment, or threat of harassment, on the grounds of race, colour, religion, culture, gender, sexual orientation, age, lifestyle or disability, to other persons in the locality, or to any of our tenants, agents, employees, contractors or anyone acting on our behalf. |
| Domestic violence | (10) | If you are living as partners (whether married or not) you and your |

partner must not act in a violent way or threaten violence, either to each other or other members of the household such that either of you leaves the property by reason of such behaviour.

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| Pets | (11) | (i) | If you live in a house or a bungalow you may keep pets. |
| | | (ii) | If you live in a flat, maisonette or a Sheltered Scheme, you may keep a small caged animal, such as a caged bird, mouse or hamster. |
| | | (iii) | If you live in a flat, maisonette or a Sheltered Scheme within a single building, you may not to keep a dog or a cat unless the property has direct access from outside. |
| | | (iv) | Any pets kept at the property 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 any of our tenants, agents, employees, contractors or anyone acting on our behalf. |
| | | (v) | Consent for keeping your pet at the property may be withdrawn if they cause a nuisance or annoyance to any person. |
| Smoking | (12) | | You must not smoke in indoor communal areas. |
| Fixtures, fittings, furniture, effects and damage | (13) | (i) | Not to sell, lend, remove or otherwise dispose of any fixtures or fittings, furniture or effects from the property. If you do, we will charge you for their replacement in full and we may take possession proceedings in appropriate circumstances. |
| | | (ii) | To immediately make good any damage to the property or our fixtures, fittings, furniture, effects or common parts caused by you, anyone living with you or your visitors, reasonable wear and tear and damage excepted. If you do not, you must repay to us the cost of cleaning or repairing any damage done to the property or our fixtures, fittings, furniture, effects or common parts caused by you, anyone living with you or your visitors. |
| Minor Repairs | (14) | | To carry out minor repairs to the property such as those arising from you: <ul style="list-style-type: none"> • Altering doors for carpets; • Fitting appliances, fixtures, fittings, extensions and additions – where installed by you or without permission unless formally adopted by us; • Replacing lost or damaged keys or door entry fobs; • Small plaster cracks; • TV aerials or satellite dishes (unless communal) and any damage to the property or neighbouring property caused by their installation; • Clothes posts and lines (unless communal). |
| Reporting disrepair | (15) | | To promptly report to us any disrepair or defect for which we are responsible either in the property or the common parts. |
| Internal decoration | (16) | | To keep the interior of the property in good, clean condition and to |

decorate all internal parts of the property as frequently as is necessary to keep them in good decorative order.

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| Gardens | (17) | <ul style="list-style-type: none"> (i) To keep the garden of the property, including any trees and fencing, clean and tidy, in good condition and free of rubbish, abandoned cars and any other discarded items. (ii) To repay us any removal or storage costs or the cost of any other works carried out by us to remedy any failure by you. |
| Roadways and parking spaces | (18) | <ul style="list-style-type: none"> (i) You, anyone living with you or your visitors must not block local roadways and other vehicular access ways. You are to keep such access ways and car parking spaces, clear of untaxed or un-roadworthy vehicles and other obstructions. (ii) You, anyone living with you or your visitors must not use driveways, communal areas, gardens or car parks for parking lorries, boats, caravans, motor homes and trailers without our prior written permission or for carrying out car repairs on a persistent and regular basis or in such a manner as to cause nuisance or annoyance to persons in the locality or to any of our tenants, agents, employees, contractors or anyone acting on our behalf. (iii) You, anyone living with you or your visitors, must not park any vehicles on the property other than on a hard standing served by a dropped kerb. If you wish to construct a drop kerb or a hard standing, you must get our written permission and permission from the Local Authority. (iv) You, anyone living with you or your visitors, must not park in any space designated for use by disabled persons unless you or they display a valid disabled parking permit. |
| Abandoned motor vehicles | (19) | Not to leave any motor vehicle untaxed or in an unroadworthy condition in any area owned by us. Any vehicle so left will be removed and the cost of removal charged to you. |
| Assignment | (20) | Not to assign the tenancy except in compliance with a court order or with our prior written consent. |
| Smoke alarms and door viewers (where applicable) | (21) | You should test smoke alarms and door viewers every month. If your smoke alarms and/or door viewers are powered by battery it is your responsibility to ensure that batteries are replaced as and when required and in any event not less than once every year. |
| Absence from property | (22) | You must inform us in writing, and if possible in advance, if you expect to be absent from the property for 28 days or more. If you fail to do so we may think that you have abandoned or surrendered the property and take steps to recover possession of it. |
| Insurance | (23) | Whilst we will insure the structure of the property, it is your responsibility to insure your possessions, the contents of the |

property and decorations including cover against accidental damage to our fixtures, fittings, furniture and effects. We will not do this.

Ending the Tenancy

- (24) You must give us at least four week's notice (expiry at 12 noon on a Monday) in writing if you wish to end the tenancy.

Moving out

- (25) You must when moving out:-
- (i) Give us vacant possession and return the keys of the property to us at the end of tenancy.
 - (ii) Remove all furniture, fittings and effects which belong to you, personal possessions, rubbish and leave the property, our fixtures and fittings including decorations in good lettable condition and repair.
 - (iii) We accept no responsibility for anything you leave at the property at the end of the tenancy.
 - (iv) If you leave behind any possessions and effects which we believe have a second hand value of less than 3 weeks rent, we will be dispose of these immediately.
 - (v) If we believe the possessions and effects left behind have a second hand value in excess of 3 weeks rent, we will place them in storage for a period not exceeding 14 days.
 - (vi) You will be responsible for paying the costs of removal and storage. If you have not collected (or made arrangements to collect) the possessions and effects left behind within 14 days they will be disposed of and the proceeds of sale will be used to pay any outstanding amounts owed to us and to pay the costs of removal and storage.
 - (vii) By signing this agreement you agree to ownership of possessions and effects left behind and referred to above as being gifted to us to dispose of as we see fit.
 - (viii) We accept no liability for the return of possessions and effects, compensation or proceeds of sale.
 - (ix) If any damage is caused to a third party by their belongings being sold or disposed of, we will charge you for their replacement in full, including any reasonable costs which we reasonably incur, including administrative, legal and/or other costs.

Declaration

- (26) That the information contained in the application form submitted to us is correct in every material fact and you understand that if you have made false or misleading declarations we may in the appropriate circumstances commence possession proceedings.

3. Your Rights

Possession and your right to occupy	(1)	(i)	We will give you possession of the property at the start of the tenancy.
		(ii)	We will not interrupt or interfere with your peaceful right to occupy the property except where possession is sought or where access is required (see paragraph 1 (7) above) and so long as you abide by the terms of this agreement.
Tenure	(2)		You will remain an assured (non-shorthold) tenant for the duration of this tenancy as long as you occupy the property as your only or principle home. As long as you remain an assured (non-shorthold) tenant, we may only end this tenancy by obtaining a Court Order for possession of the property based on one or more of the grounds listed in Schedule 2 to the Housing Act 1988 (as amended). We may also apply to the Court for a demotion order where there is anti-social behaviour.
Cessation of assured tenancy	(3)		If you cease to be an assured (non-shorthold) tenant (ie by not using the Property as your only or principle home) we may end the tenancy by giving you four weeks notice in writing.
Succession	(4)	(i)	Providing you did not succeed to this tenancy we will upon your death offer it to your spouse or partner (including same sex partner), if that person lives in the property as their only or principal home at the time of your death. If the tenancy does not pass to your spouse, civil partner or common law partner, it may pass to another member of your family, as defined by Section 113 of the Housing Act 1985, who has been living with you for a period of 12 months before your death. If there is more than one member of your family able to succeed to the tenancy, and they are not able to agree we shall decide who should succeed from those who qualify. However, if those who succeed would under occupy or occupy a property which is not suitable for their needs, we reserve the right to ask them to move to more appropriate accommodation and may take possession proceedings.

- Lodgers and subletting** (5) You may take in any persons as lodgers and sublet or part with possession of part of the property subject to our prior written permission. We will only give permission to grant a Licence, an Assured Shorthold Tenancy (within the meaning of Section 20 of the Housing Act 1988 as amended) or a contractual tenancy which is not an Assured Tenancy.
- We will not consent if:
- We believe any lodger or sub tenant would mean the property is overcrowded
 - You plan to take in someone who breaches our lettings policy.
 - The person you want to take in would breach any age or any other criteria for occupation of the property determined by us from time to time.
 - We have reasonable cause to believe that the person you wish to take in has committed anti-social acts of the type set out in clauses 7, 8, 9 and 10 above or has allowed such acts to be committed by anyone visiting, or residing with them and that they did not take such steps as they ought reasonably to have taken to prevent them.
- Improvements** (6) (i) You are not to make improvements, alterations, additions or erect any aerials and/or satellite dishes to the property without obtaining our prior written permission and all other necessary approvals such as planning permission or building regulation consent. You must also comply with any reasonable conditions we make in relation to any such consent.
- (ii) If you carry out improvements or additions without our prior written permission, we reserve the right to restore the property to its previous condition, to charge you the full cost of making good and we may take possession proceedings in appropriate circumstances.
- Right to compensation** (7) You may be entitled to compensation if you carry out eligible improvements to the property having obtained our prior written permission. Compensation will be paid at the end of your tenancy.
- Right to repair** (8) You may be entitled to compensation from us if we do not complete certain repairs when we say we will do so.
- Information** (9) We will give you information about our policies in respect of:-
- housing management;
 - tenant consultation;
 - equal opportunities;
 - our principals for fixing rents;
 - repairing obligations;
 - complaints policy;
 - housing allocation and transfers; and
 - performance generally.

We agree to give you information as if the provisions of Section 104 and Section 106 of the Housing Act 1985 apply to this tenancy.

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| Consultation | (10) | We will ask your views about plans we have that may substantially affect you in matters of housing management or maintenance. |
| Right to Exchange | (11) | <p>(i) You may with our prior written permission exchange the property with another tenant of a Registered Social Landlord, Local Authority or New Town providing that the following conditions are complied with:</p> <ul style="list-style-type: none"> • Where required under their tenancy agreement every tenant has the prior written permission of their landlord to the assignment of their tenancy to you or to another tenant who satisfies these conditions • If the tenant to whom you seek to assign the tenancy is not the person from whom you intend to receive a tenancy in exchange, that tenant must intend to assign their tenancy to another tenant who satisfies the conditions above. • Our prior written permission must be obtained and any reasonable conditions which are attached to our consent about the payment of outstanding monies due to us, or the remedying of any breach or the performing of any obligation of the tenancy must have been complied with. <p style="padding-left: 20px;">We will only refuse permission on reasonable grounds.</p> |
| Complaints | (12) | We will address your complaints efficiently and effectively in accordance with our complaints policy. If you are dissatisfied with our service having exhausted our complaints policy you have the right to refer the matter to the Independent Housing Ombudsman Service, details of which we will provide to you. Alternatively you can get advice from the Citizens Advice Bureau, Housing Advice Centre, Law Centre or Solicitor. |

4. How We May End Your Tenancy

We may end your tenancy in the following circumstances:

- 1 If the tenancy ceases to be an Assured Tenancy, we may end your tenancy by giving four weeks notice in writing to you.
- 2 We can only end your tenancy by obtaining a Court Order for possession of the property on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended).
- 3 The Court will not make an Order unless we have served on you, a Notice in writing complying with the requirements set out in law or the Court considers it just and equitable to dispense with service of such Notice.
- 4 We agree that we will not give less than four weeks notice of our intention to seek possession unless we are seeking possession under Grounds 14 or 14A of the Housing Act 1988 (as amended) and we consider that the circumstances of the case are so serious as to warrant not giving four weeks notice of our intention to apply to the Court for possession.

Agreement

I/We have read, understood and accept the terms and conditions of this Tenancy Agreement and attached Conditions.

Signed by the tenant(s) (you):




Date 3/4/08
 (Signature of first tenant) (Print Name)

 (Signature of second tenant) (Print Name) Date _____

 (Signature of third tenant) (Print Name) Date _____

Guarantor / Trustee (where applicable)

* I/We [] confirm I/we have agreed to act as Guarantor on behalf of the tenant(s) and to:

- Ensure the tenant(s) complies with all obligations under this Tenancy Agreement including the payment of rent; and
- Compensate the Association for any loss arising from any breaches of this agreement by the tenant(s); and
- Prior to signing this agreement I/we have been advised to seek independent legal advice as to my obligations as Guarantor and am content to act in this capacity.

 (Signature of Guarantor) (Print Name) Date _____

Signed on behalf of []:



Date 3/4/08
 (Signature of Representative) (Print Name)

The Association is subject to any guidance on housing management practice issued by the Housing Corporation or it's successor with the approval of the Secretary of State.

Services provided under the Variable Service Charge

Address of Property:



Services:	Weekly charge (£)
Grounds maintenance	4.88
Communal cleaning	6.14
Communal light , heat & utilities	5.59
Door entry	0.00
Lift	0.00
TV Satellite/Aerials	0.00
Fire safety	0.00
Fixtures & fittings	0.00
Laundry	0.00
Parking licence	0.00
Management charge	0.00
Administration charge	6.07
Scheme management costs	2.86
Scheme office costs	0.96
Health safety testing	1.51
Furniture & equipment maintenance	10.83
Furniture and equipment replacement	7.67
Admin	0.00
Less scheme income	-0.14
Total weekly Variable Service Charge	£46.37