ASSURED NON SHORTHOLD TENANCY AGREEMENT FOR SHELTERED HOUSING

THIS IS AN ASSURED NON SHORTHOLD TENANCY AGREEMENT BETWEEN:

ORBIT HOUSING ASSOCIATION: ("The Association") which is an exemple ASSOCIATION GARDEN COURT HARRY WESTON ROAD BINLEY BU 2SU		
And you (the Tenant(s)		
If more than one person is named as the tenant, you are joint tenants, the and each of you has the full responsibilities and rights set out in this agree		
The Association is registered with the Housing Corporation under Section 5 of the Housing Associations Act 1985 and is a Registered Social Landlord under the Housing Act 1996. The dwelling which is the subject of this Tenancy is held by or in trust for a charity and the grant of the tenancy is a disposition falling within paragraph (a) of Section 36 (9) of the Charities Act 1993. This Tenancy is granted to facilitate the provision of support for the Tenant or a member of his or her household. The nature of this provision, and the Tenant's obligations in relation to it, including, if applicable, any obligation to pay for it, are set out in a separate support agreement. Because the provision of support is fundamental to this Tenancy, it shall be regarded as a breach of this Tenancy if the Tenant withdraws from or breaches the support agreement, and in the event of such a withdrawal or breach the Association may take steps to end the Tenancy.		
This agreement is for the tenancy of ONE BED FLAT. No more than TWO people are allowed to live here. To address, including any garden, paths and any fittings supplied by us. You common areas provided for shared use with other residents.	will also have the right to use any	
This is an Assured Weekly Tenancy , which begins on MONDAY 17TH one week and continuing weekly thereafter until brought to an end. Agreement, and it may be brought to an end for any of the reasons set ou from time to time.	Its terms are as set out in this	
This tenancy was given to you because of the information you gave us in you gave was untrue, this may be a ground for us to evict you.	your application. If the information	
This tenancy agreement sets out your responsibilities and rights, including clause C13 which says "You will allow our employees or contractors access into your home to inspect or repair it and to carry out an annual gas safety check. We will normally give at least 24 hours notice of a visit at a reasonable time of day, except in an emergency" Any Notice served on you shall be properly served to you at this property. You can serve notice on us at the address given at the top of this agreement.		
Payment In this agreement, the term Rent refers to the total of the rent and ser	vice charge as psychle under this	
agreement. The weekly payment for this tenancy at the date of this agreer		
Net Rent:	£63.08	
Service Charge:	£20.89	
Support Charge	£12.35	
Water Rates/heating/electricity:	£	
Garage/Parking Space: £		
Other: £		
TOTAL WEEKLY RENT PAYABLE:	£83.97	
By signing this agreement, you are agreeing to keep to its conditions. As the tenant, you are also responsible for making sure that any other joint tenants and anyone who lives in or visits your home, whether invited or not, also keeps to these conditions.		
Signed by the Tenant(s) Date	14-3-08	

Signed for the Association: J-O& 2 Date 14-3-08

A		GENERAL TERMS
A1)	Paying your Rent and Service Charge	You must pay your rent and other payments due weekly in advance. Payment is due on every Monday. You must also pay or reimburse us for any payments due under any former tenancy or licence with the Association.
A2)	Changes in Rent	If we increase or decrease your rent we will give you at least 28 days notice of what your new rent will be. We will not increase your rent more than once a year. Normally the rent will be reviewed annually and the new rent will be payable from the first Monday in April each year You have the right to appeal to a Rent Assessment Committee who can set a market rent for your tenancy. If it did, that would be the market rent payable for one year.
A3)	Changes In Service Charge	If we increase or decrease your service charge we will give you at least 28 days notice of what your new service charge will be. We will not increase your service charge more than once a year. Normally the charges will be reviewed annually and the new charges will be payable from the first Monday in April each year
		The service charge is variable in accordance with the Landlord & Tenant Act 1985 as amended, which means that the charge may vary from time to time if the costs of providing the service change. We may charge for services on the basis either of costs already incurred or on estimates for future costs. The difference between any estimate and the actual costs may be carried forward to next year's accounts. You have the right to appeal to a Leasehold Valuation Tribunal if you think that any increase in your service charge is not reasonable.
A4)	Services Provided	The services which we currently provide and for which you pay a service charge are listed on the service charge budget attached to and forming part of this tenancy agreement. We will charge a management charge for services provided as part of the service charge. We reserve the right to change, introduce, add or end all or any of the services. However we will tell you about the proposals, for any changes and consider any comments you make to us.
A5)	Service Charge Accounts	You have the right to ask for a written summary of the service charge account certified by a qualified accountant independent of the Association. You will have to pay for the cost of preparing this summary. You have the right to ask to see the Association's receipts and other papers associated with the service charge account.
A6)	Other Charges	If charged, the weekly Water Charge you pay to us will be the actual amount we pay to the water authority for your property. Any increase or decrease in the amount of Water Charge you pay is due immediately when we write to you to tell you that the charge has changed. We may change the way we collect the Water Charge and may arrange for these to be paid direct to the water authority
A7)	Altering The Agreement	With the exception of any changes in Rent or other charges, we will only alter this Agreement if you and the Association both agree in writing to the changes taking place.
A8)	Assured Tenants Charter	The Association is subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State and this Tenancy is one to which this guidance and the Assured Tenants Charter applies.

A9)	Service Of Notices	Section 48 of the Landlord & Tenant Act 1987 requires the Association to give you its address for the receipt of legal notices. The relevant address for this purpose is: Corporate Centre, Garden Court, Harry Weston Road, Binley, Coventry, CV3 2SU (Registered Office). Any legal notices, or any other correspondence arising from this Agreement, shall be validly served on you if posted or delivered to your home.
В		OUR RESPONSIBILITIES AS YOUR LANDLORD:
B1)	Possession Of The Property	We will give you possession of your home from the date your tenancy starts. We will not interrupt or interfere with your right to peacefully occupy the property, except where: i. Our employees or contractors need access to inspect or repair your home or an adjoining one, or ii. Our employees or contractors need access to carry out inspection and servicing of gas appliances and installations and you have failed to respond to requests for that access, or iii. We need to make the property secure if we have reasonable cause to believe that you have abandoned the property, or iv. Your tenancy has been brought to an end by a notice or court order.
B2)	Obtaining a Tenancy through False Information	If we find that you have obtained this Tenancy by giving false information, we may take action through the courts to repossess your home.
B3)	Repair Of Structure And Exterior	We will keep in good repair the structure and exterior of the property, and the installations provided by us for heating, hot water, sanitation and supply of water, gas and electricity, as stated in your Tenants Handbook. We will take reasonable care to keep any common areas, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to the property. We will not be liable for the cost of the repair if in our opinion the repair is necessary because of something you have done or not done. In such a case, we may carry out the work and charge you for the cost of the work.
B4)	External Decoration	We will keep the exterior of the property in a good state of decoration and decorate regularly.
B5)	Internal Decoration	We will keep the internal common areas in a good state of decoration, and decorate regularly. If you live in a sheltered scheme for the elderly, we will keep the inside of your home in reasonable decorative order.
B6)	Management Policies	We will give you information on our housing management policies as required by the guidance issued by the Housing Corporation, under the provisions of Section 36 of the Housing Act 1996 and any changes to the law which affect that Act.

C		YOUR RESPONSIBILITIES AS A TENANT OF ORBIT HOUSING ASSOCIATION
C1)	Possession And Use Of The Property	You will move in when the tenancy starts and not part with possession of the property or sub-let the whole. You may not sublet or part with possession of part of the property without consent from the Association. You will use the property for residential purposes as your only or principal home and not operate any business at the property that might cause a nuisance or annoyance to other people in the locality. You will not use the property for illegal or immoral purposes. You will keep any garden area which forms part of the Tenancy in a clean and tidy condition, and to maintain dividing fences.
C2)	Assault And Verbal Abuse	You will not commit, or allow members of your household or visitors to commit assault, threatening or intimidating behaviour, or verbal abuse against another tenant, occupier or visitor or anyone in the locality, or against any of our employees, contractors or agents.
C3)	Nuisance	You will not cause, or allow members of your household or visitors to cause, a nuisance or annoyance to other people in the locality or to any of our tenants, agents, employees or contractors. We have the power to take action where a you or a visitor commits an arrestable offence or an offence which causes nuisance, annoyance or harm to one or more people in the locality.
C4)	Racial And Other Harassment	You will not commit or allow members of your household or visitors to commit any form of harassment on the grounds of race, colour, religion, sex, sexuality, age or disability which may cause a nuisance or offence to other people in the locality or to any of our tenants, agents, employees or contractors.
C5)	Noise	You will not play, nor to allow to be played, any radio, television, CD, record or tape recording or musical equipment so loudly that it causes a nuisance or annoyance to other people in the locality or can be heard outside the property at any time.
C6)	Pets	You will not keep any cat, dog or other animal or reptile, in your home or common areas without first getting our written consent. We may not give or may withdraw our consent if any nuisance or annoyance is caused to anyone in the locality.
C7)	Internal Decoration	You will keep the interior of your home in a good and clean condition and in a good state of decoration.
C8)	Smoke Detectors And Gas Installation	You will regularly test, in accordance with the manufacturers' instructions, any smoke detector fitted within your home and replace its batteries as and when required. If you live in a sheltered scheme for the elderly, we will help you to do this, if you wish. You will not remove the batteries and use them for any other purpose. You will have any gas appliance owned by you checked for safety at least every 12 months by a CORGI registered contractor and allow our representatives access to inspect the Association's gas appliances.

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The state of the s	C9)	Internal And External Communal Areas	You will not leave refuse anywhere other than in the bins or other facility provided for this purpose, or put refuse bags or bins out for collection other than on the day that they are to be collected, and make proper arrangements for the removal and disposal of larger items of household waste. You will not store bicycles, pushchairs or any other household or mobility items under stairwells or in any other internal communal area without our written permission. You will not, nor allow your children or visitors to play ball games in communal areas except in specific areas designated for that purpose.
	C10)	Health & Safety	You will comply with any health, safety, or fire advice given by our staff or contractors and not take part in any conduct likely to endanger your own health or that of any other person. In particular, you will not use portable gas heaters, paraffin heaters or store any flammable liquid in your home.
	C11)	Damage	You will not damage, or allow anyone living with you or visiting you, or your pets to damage any part of your home, its fixtures, fittings and installations or other part of the property or the common areas. If you do, you will have to put it right or pay for us to put it right.
	C12)	Reporting Repairs	You will report promptly to us any disrepair or defect for which we are responsible in your home or in the common areas.
	C13)	Access/ Entry for Gas Checks	You will allow our employees or contractors access into your home to inspect or repair it and to carry out an annual gas safety check. We will normally give at least 24 hours notice of a visit at a reasonable time of day, except in an emergency.
	C14)	Parking And Roadways	You will not park or leave, or allow other people to park or leave, any vehicles of any kind other than a taxed roadworthy private car, small domestic van or motor bike, anywhere other than in a parking space or garage allocated for your use (if any). You will not block local roadways and other vehicular access. You will not carry out, or allow others to carry out, work on vehicles at your home, in the parking areas or in the common or parking areas. We have the right to move any vehicle that is untaxed, unroadworthy or abandoned, upon service of an appropriate legal notice. Vehicles that pose a serious threat to health and safety will be removed immediately.
	C15)	TV Aerials And Satellite Dishes	You will not erect any TV aerials, satellite dishes or similar apparatus without our written consent.
, and the second	C16)	Passing on Your Tenancy	You will not give away (assign) the Tenancy to any other person unless: i. a Court Order is made under Section 24 of the Matrimonial Causes Act 1973, or ii. with our written consent to exchange your property with another tenant, or iii. with our written consent, you pass your home to someone who would be qualified to take over your Tenancy if you died immediately before the assignment.
1		vercrowding	You will not allow more than the permitted number of people shown on the first page of in this Agreement to live in the property.
-	C18) L	odgers 	Before taking in any lodger, you must inform us of the name, age and sex of the intended lodger and which rooms he or she will occupy or

	have use.
C19) Improvements	Not to make any improvements, alterations or additions to the property without first obtaining the written consent of the Association and any other necessary approval, such as planning permission or building regulations approval.
C20) Data Protection	You understand and consent to the Associations need to obtain and keep information regarding you and where appropriate your family and may from time to time need to process sensitive personal data with regard to such matters as racial or ethnic origin, physical or mental health or condition, or the commission or alleged commission of any offence, or any proceedings relating to it. This information is required so that the Association is able to demonstrate fairness in our service delivery, and the information is also crucial to being able to conduct our relationship with you. The term "processing" means any action involving obtaining, recording, holding, organising, adapting, altering, retrieving, using, disclosing, combining, blocking or erasing data. For further information on data held about you and/or your family, contact should be made with your Housing Manager. Information held will be kept during the term of your tenancy and we may from time to time ask you to confirm its accuracy. After a tenancy has ended, we will in most cases retain data for up to 12 months and thereafter; all information will be confidentially destroyed except where there are management issues still outstanding.
C21) Ending The Tenancy	When you move out, you must give us 28 days clear Notice in writing to end the Tenancy. This Notice period must end on a Sunday, although you will have until mid day on the Monday to return your keys to the Association.
C22) Moving Out	When you move out, you must give us vacant possession, return the keys of the property on the day that you move, remove all furniture, personal possessions and rubbish and leave the property clean and in good condition and repair. You must read the meters and provide us with a forwarding address. We accept no responsibility for anything you leave at the property at the end of the Tenancy, and may sell or dispose of anything left in the property. Any credit balance on your rent account after your tenancy has ended may be used to pay any other debts owed to the association.
D	YOUR RIGHTS AS A TENANT OF ORBIT HOUSING ASSOCIATION
D1) Right To Occupy	You have the right to occupy the property, without interruption or interference from us for the duration of this Tenancy (except where you must give access to our employees or contractors) so long as you comply with the terms of this Agreement and have proper respect for the rights of other tenants and people in the locality.

D2) Security Of Tenure	You have the right to remain in your home as long as you occupy it as your only or principal home, and keep to the terms of this agreement. We can only end your tenancy by serving notice and obtaining a court order for possession on one of the grounds listed in Schedule 2 of the Housing Act 1988, as listed at the end of this tenancy agreement; and as amended by the Housing Act 1996 or any later legislation which succeeds or amends the Act.
D3) Passing your tenancy to your partner	If the tenancy is in your name only, if you die, and your partner lives in your home and it is their only or principal home, your tenancy can be passed to them. We use the term partner to mean the person with whom you live as a couple. The tenancy can only be passed to a partner or member of the family in this way once.
D4) Passing your tenancy to a member of your family	 if: you were the original sole tenant, and did not have the tenancy passed to you as in D3) above, the tenancy is still in your sole name; and you do not have a partner to whom the tenancy should pass then, if you die, you can pass the tenancy to a member of your family if: a) the member of your family has lived in your home, and it has been their only or principal home, throughout the twelve months before the date of your death; if more than one member qualifies for the tenancy, they should decide between themselves who should apply. If they cannot agree, we will decide to whom the tenancy should pass; the application to have the tenancy transferred is made within 28 days of your death. The tenancy can only be passed to a partner or member of the family in this way once.
D5) Right To Take In Lodgers	Subject to Clauses C17) and C18), you may take in anyone as your lodger, as long as you do not cause overcrowding, or allow them to take over the whole of your home. We will ask you for information about your lodger, but will only refuse permission on grounds set out in the Assured Tenant's Charter.
D6) Right To Make Improvements And Alterations	You can make improvements and alterations to the property, as long as you obtain our written consent before any work is started. We will not withhold consent without good reason, but may make conditions on the standard of the work, and obtaining other necessary approvals, such as planning permission.
D7) Right To Compensation For Improvements	You have the right to receive compensation from us when you move out of the property, for certain improvements which you have carried out, as long as you get our written consent before any work is started. Full details of the scheme, including a list of qualifying improvements are available on request.
B8) Right To Repair	If we twice fail to carry out a "qualifying repair" within a specified time limit, you are entitled to receive compensation, as long as you follow the rules of the Right to Repair Scheme as stated in your Tenants Handbook.
D9) Right To Consultation and Information	You have the right to information on our housing management and maintenance policies, and we will consult with you before making any changes to the Housing Service which will substantially affect you.

D10) Right To Exchange	You have the right to exchange this Tenancy by assignment with that of another Tenant of a registered social landlord or a local authority, with our prior written consent, which will only be withheld on specified grounds contained in the Housing Act 1985 or any relevant planning agreements relating to the property to be exchanged.
D11) Complaints	If you believe that we have not kept to the terms of this tenancy agreement, you should tell us about the problem. We will try to resolve it as soon as we can, but if you are not satisfied with our response, you should make your complaint in writing. We will deal with it as set out in our complaints procedure. If you are still not satisfied with our response, you can complain to the Housing Corporation, or the Housing Ombudsman Service. You can also get advice and information about your legal rights from a Citizens Advice Bureau, law centre or solicitor.

Signed on behalf of the Association
I have received a copy of:
 This Agreement Orbit Housing Association Tenants Handbook The Housing Corporation Assured Tenants' Charter
Signed by Tenant(s)
Date 14-3-08
CORPORATE CENTRE GARDEN COURT, HARRY WESTON ROAD, BINLEY, COVENTRY CV3 2SU

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

If the Tenant feels that the Landlord has not complied with this Agreement or not performed any obligation contained in it he or she should first complain to the Landlord giving details of the breach or non performance. If the Landlord fails to deal with the complaint or, in the Tenant's view, continues not to comply with the Agreement the Tenant can obtain advice and information about his/her rights and remedies from a Citizens Advice Bureau or Law Centre or from a Solicitor.

The Tenant can also refer his/her complaint to the Housing Ombudsman Service, but only after going through the Association's internal complaints procedure.

Independent Housing Ombudsman Norman House 105 – 109 The Strand London WC2A 0AA Telephone 0171 836 3930

Grounds for Possession under Schedule 2 to the Housing Act 1988 (as amended by the Housing Act 1996)

PART I - MANDATORY GROUNDS FOR POSSESSION

Ground 1: Dwelling formerly occupied by or required by landlord

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be received on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case)-

- a) At some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or
- b) The landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any person who, as landlord, derive title under the landlord who gave the notice mentioned above acquired the reversion of the tenancy for money or money's worth.

Ground 2: Sale by mortgage

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and-

- a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by section 101
 of the Law of Property Act 1925; and
- b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and

either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice;

and for the purpose of this ground 'mortgage' includes a charge and 'mortgagee' shall be constructed accordingly.

Ground 3: Former holiday use

The tenancy is a fixed term tenancy for a term not exceeding eight months and-

- a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and
- at some time within the period of twelve months ending with the beginning of the tenancy, the dwellinghouse was occupied under a right to occupy it for a holiday

Ground 4: Former student use

The tenancy is a fixed term tenancy for a term not exceeding twelve months and-

- a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and
- b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwellinghouse was let on a tenancy falling within paragraph 8 of Schedule 1 to this Act

Ground 5: Occupation by a minister

The dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of office and-

- a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and
- b) the court is satisfied that the dwelling-house is required for occupation by a minister of religion as such a residence.

Ground 6: Demolition or major works

The landlord who is seeking possession or, if that landlord is a registered social landlord or charitable trust, a superior landlord intends to demolish or reconstruct the whole or a substantial part of the dwelling-house or to carry out substantial works on the dwelling-house or any part thereof or any building of which it forms part and the following conditions are fulfilled-

- a) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling-house because
 - i) the tenant is not willing to agree such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or
 - ii) the nature of the intended work is such that no such variation is practicable, or

- iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this sub-paragraph referred to as 'reduced part') as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried our, and where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or
- iv) the nature of the intended work is such that a tenancy is not practicable; and
- b) either the landlord seeking possession acquired his interest in the dwelling-house before the grant of the tenancy or that interest was in existence at the time of that grant and neither the landlord (or, in the case of joint landlords, any of them) nor any other person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money's worth; and
- c) the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the Rent Act 1977, as amended by Part 1 of Schedule 4 to this Act or, as the case may be, section 4 of the Rent (Agriculture) Act 1976, as amended by Part ii of that Schedule.

Ground 7: Inheritance of tenancy

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

Ground 8: Substantial rent arrears

Both at the date of the service of he notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing-

- a) if rent is payable weekly or fortnightly, at least eight weeks' rent is unpaid;
- b) if rent is paid monthly, at least two months' rent is unpaid;
- c) if rent is paid quarterly, at least one quarter's rent is more than three months in arrears; and
- d) if rent is payable yearly, at least three month's rent is more than three months in arrears; and for the purpose of this ground 'rent' means lawfully due from the tenant.

PART II - DISCRETIONARY GROUNDS FOR POSSESSION

Ground 9: Suitable alternative accommodation

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

Ground 10: Rent Arrears

Some rent lawfully due from the tenant-

- a) is unpaid on the date on which the proceedings for possession are begun; and
- b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 11: Persistent rent arrears

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

Ground 12: Breach of tenancy

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13: Deterioration or premises

The condition of the dwelling-house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purpose of this ground, 'common parts' means any part of a building comprising the dwelling-house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

Ground 14: Nuisance

The tenant or a person residing in or visiting the dwelling-house-

a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing visiting or otherwise engaging in a lawful activity in the locality, or

has been convicted of-

i. using the dwelling-house or allowing it to be used for immoral or illegal purposes, or

ii. an arrestable offence committed in, or in the locality of, the dwelling-house.

Ground 14A: Domestic Violence

The dwelling-house was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and-

- a) one or both of the partners is a tenant of the dwelling-house
- b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- c) one partner has left the dwelling-house because of violence or threats of violence by the other towards
 - i) that partner, or
 - ii) a member of the family of that partner who was residing with that partner immediately before the partner left, and

the court is satisfied that the partner who has left is unlikely to return.

Ground 15: Deterioration of furniture

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 16: Letting tied to employment

The dwelling-house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenant and the tenant has ceased to be in that employment.

Ground 17: Misrepresentation

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by-

- a) the tenant, or
- b) a person acting at the tenant's instigation.