

DATED \_\_\_\_\_ 2004

(1) CHARTER COMMUNITY HOUSING  
LIMITED

(2) [ ]

**ASSURED TENANCY AGREEMENT  
FOR TRANSFER TENANTS**

**THE RESIDENTS' CHARTER APPLIES TO THIS TENANCY**

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**1. ASSURED TENANCY AGREEMENT**

1.1 This Tenancy Agreement is between the following:

**Charter Community Housing Limited (“we/us”)** (which is registered with the Housing Corporation under Section 3 of the Housing Act 1996) of .....

This is the address which we must provide under Section 48(1) Landlord and Tenant Act 1987 where you should send us notices, including notices of legal proceedings.

- and:** 1)
- 2)
- 3)
- 4)

If this is a joint tenancy, the term 'you' applies to each of you and the names of all joint tenants should be written above. Each of you has the full responsibilities and rights set out in this agreement. Each joint tenant must sign this tenancy agreement.

1.2 This tenancy agreement relates to the following address:

.....  
.....(including any garden let to you) (“your home”).

Garden included: **Yes/No\***

1.3 The maximum number of people who can live at your home at any one time is [ ].

1.4 The tenancy begins on [ ] and is for an initial term of one week continuing weekly thereafter until determined. The tenancy granted under this agreement is an assured tenancy and is not an assured shorthold tenancy. The terms of the tenancy are set out in all of the following provisions of in this agreement.

**1.5 False information**

It is a term of this tenancy agreement that you (or anyone acting for you) must not have knowingly made a false statement to us or Cherwell District Council (“the local authority”) in order to obtain a tenancy. We may take action to end this tenancy in such circumstances. (See Section 8 – Ground 17)

**1.6 Amendments to legislation**

Any reference in this tenancy agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.

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\* Delete as appropriate

**1.7 Tenants' Handbook**

References are made throughout this tenancy agreement to the Tenants' Handbook. The Tenants' Handbook does not form part of this tenancy agreement.

The Tenants' Handbook also contains an explanation and glossary of many of the legal terms which appear in this tenancy agreement.

**2. GENERAL TERMS**

**2.1 Paying for your home**

2.1.1 The total weekly cost at the start of this tenancy of you renting your home is shown below and may be varied in accordance with the provision set out below. The amount you are required to pay from time to time will be set out in your rent book.

Rent	£
Service charge (if this applies)	£
Garage charge (if this applies)	£
	_____
Total	£ =====

2.1.2 In this agreement the terms "rent" and "service charge" refer to all the charges shown above. The amounts can change.

2.1.3 The amounts are based on a full year's payment divided by 48. We will work out your rent so that each year there will be some weeks (usually four) when you do not pay rent. These are called "non-payment" weeks. If you have missed any rent payments, you must pay rent during the non-payment weeks.

2.1.4 Your rent and any service charge is payable in advance on alternate Mondays. The payment days are set out in your rent book. If this is a joint tenancy each of you is responsible for making sure that the rent is paid.

**2.2 Services**

2.2.1 We will provide the following services, for which you must pay the service charge shown above.


2.2.2 If your heating and hot water comes from a system which heats all the building your home is in, you will pay for your heating and hot water in the way set out on your rent notification. We may turn the heating or hot water off if we need to make important repairs and will give you reasonable prior notice. The Tenants Handbook sets out the notice periods that would apply. If the work is needed urgently, or in the case of an emergency, we may not be able to give you any notice. We will always

act reasonably in such circumstances We will try to provide other forms of heating or hot water supply, where necessary.

2.2.3 You may be entitled to compensation if we are unable to provide the services shown above. Please contact us if you think you may be entitled to make a claim.

2.2.4 If you receive Supporting People or similar or equivalent services at the start of this tenancy, or require or request such services later, we will explain what this means to you and what it will cost you. If you receive, require or request Supporting People or similar or equivalent services, you agree to pay the costs of us providing such services. Further details about Supporting People services are set out in the Tenants' Handbook.

### **2.3 Initial rent period and changes in rent**

2.3.1 The Initial Rent Period is the period from the start of this tenancy until 31 March 2009.

2.3.2 During the Initial Rent Period:

(A) We will increase your rent each April (from April 2004) during the Initial Rent Period by the amount stated in your personal Rent Letter. The Initial Rent Period is April 2004 to end of March 2009 and your personal Rent Letter [sent to you with this Formal Consultation Document] will form part of this tenancy agreement.

(B) During the Initial Rent Period, under this tenancy agreement the rent you must pay will be varied on 1 April in each of 2004, 2005, 2006, 2007 and 2008 (each a "rent variation day"). We will give you at least one calendar month's notice in writing of the new rent. We will increase your rent on each rent variation day only in accordance with your personal Rent Letter.

2.3.3 After the Initial Rent Period:

2.3.4 From April 2009 and not earlier than 1 April in every subsequent year, we can increase your rent by an amount that we will set out clearly in a notice to you. We will give you at least one month's notice in writing. You must then pay the full amount shown in the notice. This amount will be the weekly rent payable until the next increase date unless you and we agree otherwise. It will not be more than would be determined as a market rent for your home by the Rent Assessment Committee if it had jurisdiction to set the rent under this tenancy. For the avoidance of doubt, the Rent Assessment Committee does not have such jurisdiction.

2.3.5 How often can we change the rent?

We will not increase the rent more than once a year.

### **2.4 Changing your service charge (if this applies)**

If you pay a service charge:

2.4.1 We may increase or decrease your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided. If you are required to pay a service charge for the first time, we will give you at least one month's notice in writing of the service charge amount.

- 2.4.2 Each year we will estimate the sum we are likely to spend on providing services to you over the coming year. That will be the service charge we will ask you to pay for the coming year.
- 2.4.3 We will give you a summary of what is included in your service charge. Within six months of receiving your summary, you have the right to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying.
- 2.4.4 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of amount charged or standard of work), you may be able to apply to a Leasehold Valuation Tribunal for a decision as to what is reasonable. Further details are given in the Tenants' Handbook.

## **2.5 Housing benefit**

- 2.5.1 If you receive housing benefit at the beginning of or at any other time during the tenancy, you can arrange for the local authority to pay the benefit direct to us. If the housing benefit does not cover the full amount due, you must pay the rest.
- 2.5.2 If your circumstances change, which may alter your entitlement to housing benefit, you must tell the local authority and us at once. If we have to repay any overpaid housing benefit to the local authority, we can recover any such overpayment from you as rent arrears.

## **2.6 Arrears and advance payments made by you**

- 2.6.1 If you have made any advance payments (known as credits) or have rent (or service charge) arrears on your rent account for your home when this tenancy starts, we will:
- (A) add the amount of any credit to your rent account with us (this is known as crediting your account); or
  - (B) add any arrears to your rent account with us (this is known as debiting your account).
- 2.6.2 So that it is entirely clear, at the start of this tenancy agreement, you agree that we will treat any rent or service charge arrears that you owed to Cherwell District Council on your home as arrears. We will be able to claim these arrears from you.
- 2.6.3 If you leave your present home to become our tenant in another home, we will also be entitled to use:
- (A) all your rent payments on your new home to pay off any arrears on your old home;
  - (B) any rent credits you have built up to cover the rent on your new home.

## **2.7 Changing the agreement**

You or we can only change this agreement if we both agree the change in writing. (This condition does not apply to changing the rent or service charge, the arrangements for which are explained in clauses 2.3 and 2.4.)

## **2.8 Excluding Rights of third parties**

This tenancy agreement is a legal contract between us (as landlord) and you (as tenant(s)). You and we agree that no other person has any rights under this agreement.

## **2.9 Data protection**

By entering into this tenancy agreement you consent to our disclosing any relevant personal information to certain third parties such as the police or the local authority's housing benefit department. We will only disclose information in accordance with the Data Protection Act 1998 or other relevant legislation and our policies on disclosure of information and confidentiality. You also acknowledge that data about you and members of your household has been transferred to us from the local authority as part of the transfer of ownership of your home.

## **3. OUR RESPONSIBILITIES AND RIGHTS**

### **3.1 Getting the keys to your home**

We will give you possession of your home and, unless you are already occupying your home, we will give you the keys to your home at the start of this agreement.

### **3.2 Your right to live in your home**

We will not interrupt or interfere with your right to live peacefully in your home while the tenancy continues unless:

- 3.2.1 we need to inspect your home or carry out works to your home or an adjoining property or to carry out annual checks of gas equipment. We will then give you reasonable prior notice except in an emergency (reasonable notice is explained in the Tenants Handbook); or
- 3.2.2 a court has allowed us to end the tenancy and exclude you from your home; or
- 3.2.3 we are entitled to possession at the end of this agreement; or
- 3.2.4 we need to make your home safe because we believe it has been abandoned or that we think you are no longer living there, or we have reasonable cause for concern and need to check on your safety or welfare; or
- 3.2.5 You have given us notice to end your tenancy and we need to inspect your home. In this case we will give you reasonable prior notice as explained in the Tenants' Handbook.

### **3.3 Repairs and decorating**

3.3.1 We will repair and make good the items set out in clause 3.3.2 below. If work is needed because of damage caused by you or someone visiting or living with you, you will be charged our costs of having the work carried out. (This could include costs we have to pay contractors to do the work on our behalf).

3.3.2 Repair and Maintenance Items

- 3.3.2.1 We will keep the structure and outside of your home in good repair. This includes:
- roofs, foundations, outside walls, outside doors and frames;
  - drains, gutters, external pipes;
  - window frames, window sills;
  - pathways, steps, other entrances to the building,
  - boundary walls, gates and fences that are provided at the start of the tenancy or are later provided by us;
  - glass which has been cracked or broken unless the repair or replacement is needed because of damage or neglect of your home (other than fair wear and tear) caused by you, or anyone living in your home or your visitors
- 3.3.2.2 We will keep in good repair and proper working order any installations provided or adopted by us for space heating, water heating and sanitation and for the supply of water, gas and electricity. This includes:
- plumbing systems including pipework, tanks, stopcocks, taps, cisterns, toilets, toilet fitting baths and sinks;
  - Gas pipes, central heating systems, fitted fires and immersion heaters;
  - electric wiring, plug sockets, light fittings and switches
- 3.3.2.3 We will also keep in repair:
- internal doors;
  - internal door frames;
  - skirting boards; and
  - kitchen cupboards.
- 3.3.3 We will keep the outside of your home and the shared areas of flats in a good state of decoration.
- 3.3.4 We must carry out repairs in the timescales we have set out in the Tenants' Handbook. When you report a repair, we will put the work into a category depending on how urgent it is. Repairs will be done to a good standard and you will be given the opportunity to comment on the repairs service.
- 3.3.5 After a repair, we will leave the decoration as close as possible to how it was before we did the work.
- 3.3.6 We will not be responsible for maintaining any equipment replaced or supplied by you or the previous tenant if you mutually exchanged, nor if the equipment is non-standard and was fitted by a former tenant and left in your home at your request.

3.3.7 We have a right to require you to move temporarily to suitable alternative accommodation if it is necessary for repairs to be done. If you are moved temporarily, we will pay you for any extra expenses you have incurred as a result. You will be charged rent during this period but no more than you normally pay.

3.3.8 The Tenant's Handbook contains further information about our repairs and decorating responsibilities.

### **3.4 Assured Tenant's Charter and our housing management policies**

3.4.1 We will comply with the Assured Tenant's Charter issued by the Housing Corporation and, upon request, will give you information on or copies of our housing management policies.

3.4.2 We will provide you with an annual report on our housing management performance and we will give you information about your rights including your right to buy your home, and your right to repair upon request.

3.4.3 We will provide you with information about:

- (A) our tenancies, including tenancy terms, your right to buy and our repairing obligations; and
- (B) our policies dealing with housing allocations, transfers and exchanges.

3.4.4 We will consult with you and any tenants' organisations representing tenants in your area about any major proposed changes that may significantly affect your home or your tenancy terms and conditions. (This clause does not apply in respect of changes to your rent or service charges.) In particular, we will consult on:

- (A) major changes to our repair policies;
- (B) any proposals for the sale or transfer of your home to another landlord;
- (C) major improvements or repairs to properties or communal areas;
- (D) information to be provided relating to our standards of housing management and performance; and
- (E) contracting housing management services to another organisation.

3.4.5 We will consult with you before making any major changes to housing management or maintenance policies which are likely to affect you.

### **3.5 Personal information**

We will allow you to see personal information we hold about you or members of your family. You may be able to correct it or record your disagreement with the information. You will not be able to see information provided to us by others in confidence. We may, in certain circumstances, make a charge for providing photocopies or for checking files. The Tenants' Handbook contains further information about access to personal information, including timescales and charges.

### **3.6 Insurance**

We will insure your home (that is, the building) and any fixtures and fittings in it which belong to us. You are responsible for insuring your own contents, personal belongings and any other items for which you have responsibility.

## **4. YOUR RESPONSIBILITIES**

### **4.1 Possession**

Unless you are already occupying your home, you must occupy your home from the start of the tenancy as your only or main home and must not part with possession of or sub-let all of your home. If you breach this clause, you would lose your security of tenure and we would be entitled to take steps to bring your tenancy to an end and recover possession of your home.

### **4.2 Rent and household expenses**

4.2.1 You must pay the rent and service charges when they are due.

4.2.2 You must pay all bills you receive in relation to your home, including charges for water, gas and electricity and other costs, whether metered or billed, including Council Tax or any other local taxes that become due.

### **4.3 How you may use your home and Communal areas**

4.3.1 You can only use your home to live in as your only or main home.

4.3.2 You must not carry on any trade, profession or business at or from your home or use any part of your home for non-residential purposes unless you first get our written permission and ensure that all necessary planning or other consents are obtained. We will not unreasonably refuse to give you our permission.

4.3.3 If a business being carried on at or from your home disturbs or causes any nuisance or annoyance to us or to anyone in the local area, we may require you to cease or modify the business use.

4.3.4 You must not display any notice advertisement or signboard at your home.

4.3.5 You must use any communal parts with due regard for the convenience and safety of others.

### **4.4 Nuisance and anti-social behaviour**

4.4.1 You are responsible for the conduct of all people (including children) or any pets living in or visiting your home, and you or any person or pet living in or visiting your home must not do any of the following:

- (A) cause a nuisance or annoy or interfere with the peace and comfort of, or cause offence to anyone in the local area;
- (B) harass, threaten or use violence or threaten to use violence towards anyone in the local area; any of our employees, contractors or agents; or anyone living in or visiting your home;
- (C) use or permit your home to be used for any criminal, immoral or illegal purpose.

4.4.2 If you or any other person (including children) or any pets living in or visiting your home causes a nuisance, annoys anyone or behaves in an anti-social way, we can take legal action to evict you.

4.4.3 If you or any person living in or visiting your home is convicted of using it for illegal purposes, we can take legal action to evict you.

- 4.4.4 If you or any person (including children) living in or visiting your home is convicted of any arrestable offence committed in your home or in the local area, we can take legal action to evict you. (See Tenants Handbook for further details)
- 4.4.5 You or any other person (including children) or any pets living in or visiting your home must not do anything that could cause a danger to anyone in your home or in the local area. If there is any breach of this Clause, we can take legal action to evict you. (See Tenants Handbook for further details)
- 4.4.6 You, or any other person (including children) living in or visiting your home, must not tamper with any fire-fighting equipment, closed circuit television equipment, door entry or alarm system or any other security or safety equipment. You must make sure that the people who live in or visit your property do not damage it and do not cause a nuisance to others. If there is any breach of this Clause, we can take legal action to evict you.
- 4.4.7 We will not be responsible for any damage or nuisance you or any person or pet living with or visiting you may cause to other people. If we do repair any damage for which you are responsible, you must pay for this.

#### **4.5 Drugs and drug dealing**

You, your family or your visitors must not unlawfully use your home for the making, taking, supply, or storage of drugs unless they are being stored for lawful prescribed medical use nor unlawfully use, supply or sell drugs in the local area. If there is any breach of this Clause, we can take legal action to evict you.

#### **4.6 Racial and other harassment**

You, your family and your visitors must not harass any other tenants or their visitors, our employees or contractors or any other person in the local area on the grounds of race, colour, national or ethnic origin, religion, disability, age, sex, sexual orientation, appearance or mental or physical capacity. If there is any breach of this clause, we can take legal action to evict you.

#### **4.7 Domestic violence**

You must not assault your husband or wife or partner or former husband or wife or partner or other family member whether they are living with you or not, and you must not harass them or use mental, emotional or sexual abuse that might be expected to cause anyone who lives with you to leave your home. If there is any breach of this Clause, we can take legal action to evict you.

#### **4.8 Noise**

You, your family and your visitors must not make an unreasonable amount of noise. You must not play any musical instrument, radio, television or other equipment so that it annoys your neighbours or other tenants or visitors in the local area. If there is any breach of this Clause, we can take legal action to evict you.

#### **4.9 Pets**

- 4.9.1 If you keep a dog in your home, you must ensure that it is tagged with your name and address and that it is kept under control at all times and secure within your home or your garden. Any fouling caused by your dog in shared or public areas must be cleared up immediately.

4.9.2 You must not keep or allow anyone else to keep any animal in your home if it causes or is capable of causing damage or nuisance or represents a danger to any person or any property in the local area. Please see the Tenants' Handbook for further information.

4.9.3. You must not keep an unreasonable number of animals in your home. If we require you to remove any animal(s) from your home, we will notify you in writing and you must comply with our notice.(Please see the Tenants' Handbook for further details)

4.9.4 If there is any breach of this Clause 4.9, we can take legal action to evict you.

#### **4.10 Repairs and internal decorations**

4.10.1 You must keep the inside of your home in good repair and in clean and safe condition.

4.10.2 You will be responsible for maintaining the inside of your home in good order and to a suitable standard, including repairing and maintaining the items listed below:-

- (A) internal decorations to a reasonable condition;
- (B) plumbing to washing machines, dishwasher and other such appliances or equipment;
- (C) your own equipment, such as cookers and gas fires;
- (D) any improvements you have made;
- (E) toilet seat replacement;
- (F) plugs and chains to sink, bath, wash hand basin;
- (G) door bells;
- (H) curtain battens, hat and coat hooks and rails;
- (I) internal cupboards door catches, handles and hinges;
- (J) electrical faults arising from the use of faulty appliances;
- (K) minor plaster cracks
- (L) garden paths (if you provided them)
- (M) garden fences (if you provided them)
- (N) any appliance, structure or installation which was not supplied by Cherwell District Council or by us;
- (O) electrical plugs (not socket outlets), fuses, and light bulbs;
- (P) smoke detectors (which have not been installed by Cherwell District Council or by us);

4.10.3 You will be responsible for making available all additional lost or broken keys or new locks or for reimbursing us if we provide additional keys or locks.

#### **4.11 Storing fuel and other items**

- 4.11.1 Other than normally accepted household items such as paint or aerosols, you must not store fuel or other materials that could catch fire or explode, in your home, garden or in any shared areas. You must not fit or use in your home any gas, oil or paraffin heater that does not vent to the outside of your home. You must not store liquified petroleum gas in your home without our consent unless it forms part of a normal household item.
- 4.11.2 You must not store or keep any motorbike or other motorised items, large car parts or any kind of industrial equipment in your home or in any communal or shared areas.

#### **4.12 Damage**

You, your household and your visitors must not cause any damage to your home or communal areas or any of our property, fixtures and fittings. You must immediately repair any damage that you, or anyone living with you or visiting your home, has caused.

#### **4.13 Preventing damage**

- 4.13.1 You must take reasonable steps to prevent damage to your home by fire, water or other peril or water pipes being damaged by frost. (Advice and information about this is set out in the Tenants' Handbook.)
- 4.13.2 You must make good any damage described in Clause 4.13.1 which is caused as a result of your failure to prevent such damage.

#### **4.14 Repaying our repair costs**

If you fail to comply with Clause 4.12 and 4.13 or if you do not carry out the repair to our satisfaction, you must give us or our contractors reasonable access to carry out any such repairs and you will have to repay us the cost of having the repair carried out, together with any reasonable administrative expenses.

#### **4.15 Reporting faults**

- 4.15.1 As soon as you are aware of any faults, damage or any repairs which are needed and for which we are responsible you must promptly report them to us. If you do not, we may not be responsible for them. If any damage is caused to your home by a third party, you must report this to us and the Police.

#### **4.16 Allowing us to enter your home**

- 4.16.1 You must allow us (or anybody working for us on your behalf) to enter your home at a reasonable time (and at all times in an emergency) to inspect your home or carry out works to it or to an adjoining property. This would include access for inspection and/or servicing of gas boilers, smoke detectors or other appliances for which we are responsible or as set out elsewhere in this agreement. We will give you reasonable prior notice (as explained in the Tenants' Handbook) of the need to gain access to your home. We will not give you less than 24 hours prior notice, but in an emergency, we may not be able to give you any prior notice of our need to gain access. We will act reasonably in such circumstances.
- 4.16.2 If you fail to grant access in accordance with Clause 4.16.1 we may apply to the Court for an order requiring you to give access. If we have to do this, we will also ask the Court to order that you pay our costs. We will not be responsible for any damage that occurs as a result of your failure to grant access.

#### **4.17 Transferring your tenancy**

You must not transfer the tenancy to anyone else unless:

- 4.17.1 this is necessary because of a court order;
- 4.17.2 you have our written permission to exchange homes with another tenant (as explained in Clause 7.6);
- 4.17.3 the person who wants to take over the tenancy is entitled to do so under Clause 6.3.

#### **4.18 Overcrowding**

You must not allow your home to become overcrowded. [The maximum number of people who can live in your home is set out in Clause 1.3 of this agreement.]

#### **4.19 Lodgers and sub-letting**

- 4.19.1 You can take in a lodger without our permission provided your home does not become overcrowded (see Clause 4.18). If you take in a lodger we ask you to notify us in writing, supplying their full name and the amount of rent or other payments you intend to charge. If you are claiming housing benefit, you must also tell the local authority.
- 4.19.2 You must not sublet or give up part of your home without first obtaining our written permission.
- 4.19.3 You must not sublet or part with all of your home. If you do, your tenancy stops being an assured tenancy, which means that you could lose security of tenure and we would be entitled to take action to recover possession of your home

#### **4.20 Chimneys**

If you have a coal fire or appliance, we will sweep the chimney or flue prior to letting, After that you must make sure that you sweep the chimneys and flues at least twice a year. You must only burn the appropriate fuel for the relevant appliance, as advised by us. If you fail to do so and damage occurs, you will be responsible for the costs of repairing or replacing the appliance and anything else damaged or destroyed.

#### **4.21 Garden**

- 4.21.1 You must cultivate and keep the garden in a tidy condition and any hedges adjoining must be trimmed and kept in good order. (If you are elderly or disabled, we may be able to advise you where to go for help with your garden.) You must not deposit nor allow to be deposited any rubbish or materials of an unsightly or scrap nature in the garden or against the outside walls of your home.
- 4.21.2 You must not put up or take down any garden wall, fence or hedge without our prior written permission.

#### **4.22 Rubbish and refuse**

You must dispose of all rubbish and refuse securely, safely and hygienically. You must properly dispose of any other material that is not normally collected by the refuse collectors.

#### **4.23 Lost keys**

You must replace any keys you lose and change the locks if necessary. If you ask us to change your locks, you may be recharged for our costs of doing so. (In many sheltered housing properties, the replacement of locks and keys can only be done by us. In certain circumstances we may recharge you if we do this.)

#### **4.24 Garages and parking**

4.24.1 You and any of your visitors must not park any motor vehicle at your home unless a garage, hardstanding or other approved access is provided and you have a dropped kerb in accordance with the Oxfordshire County Council Highways Regulations.

4.24.2 You must not park so as to cause any obstruction to other people or their vehicles or in garage areas or any other part of our land.

4.24.3 You must not park any caravan, boat or trailer at your home or in your garden, driveway or paved area around your home or at our land, including estate roads, amenity or shared areas or garage forecourts or verges unless such areas have been provided or adapted for that use.

4.24.4 You must not park any rusty or wrecked vehicle or any vehicle in a state of disrepair in gardens, verges, estate roads, garage areas, shared areas or on other land owned by us. We will remove such vehicles and you will have to pay our removal and disposal costs.

#### **4.25 Vehicle repairs**

You must not carry out any major car or vehicle repairs at or near your home, or on any driveway or on our land.

#### **4.26 Permission to make changes**

4.26.1 You must obtain our prior written permission (which will not be unreasonably withheld) before doing any of the following:

- (A) making any improvements, alterations or additions to your home or its fittings;
- (B) redecorating the exterior of your home;
- (C) building any shed, garage, greenhouse or other external structure;
- (D) installing any equipment used for broadcasting or receiving signals, such as aerials, satellite dishes, CB aerials or similar devices.

4.26.2 You must get any planning permission or other approvals you need and keep to all relevant building regulations. You must also comply with any conditions or requirements we include in any permission. You must do the work to a reasonable standard. If you do not, we will treat it as breaking the terms of the tenancy.

4.26.3 If you fail to comply with Clause 4.26.2, we may complete and/or make good any work and/or repair any defects. We will be entitled to have access to your home for these purposes and you will be responsible for all of the costs we incur in doing this work.

#### **4.27 If you leave your home unoccupied**

You must give us prior written notice if you want to leave your home unoccupied for a continuous period of more than six weeks.

#### **4.28 Asbestos**

If you identify or believe there is asbestos in your home, you must notify us immediately and must not interfere with it.

#### **4.29 Ending your tenancy**

When you want to end this tenancy you must do the following:

- 4.29.1 give us at least four weeks' notice in writing. The four-week period must end on a Monday. (We may accept a shorter notice period if you are a sole tenant or if all joint tenants give notice);
- 4.29.2 give us details of your next address for our records;
- 4.29.3 continue paying the rent and service charges for the period until the tenancy ends or you return the keys, whichever is later. You must also pay for any other costs due from you under any condition of this tenancy agreement;
- 4.29.4 repair and/or replace any item for which you are responsible and ensure that your home is in good decorative order at the end of the tenancy.

#### **4.30 Moving out**

4.30.1 When you leave your home at the end of the tenancy:

- 4.30.1.1 you must return all keys to us on the day you leave (you may be charged the costs of repairing any damage to your home or changing locks if all of the keys are not returned);
- 4.30.1.2 you must take all your furniture and belongings with you;
- 4.30.1.3 you must dispose of any rubbish and leave your home and garden in good condition, clean, tidy and reasonably decorated. If you do not do this, you may be charged the costs of us doing it;
- 4.30.1.4 you must not leave anyone else (including any pets) in your home.

4.30.2 If any of your possessions are left in the property when the tenancy ends (for example at the end of the four weeks' notice period or if you move out following us gaining possession), we will serve you with a notice under Section 12 of the Torts (Interference with Goods) Act 1977 informing you of our intention to sell your possessions if you do not collect them within the time set out in the notice. This will enable us to sell your possessions. We will retain the expenses incurred in the sale from the proceeds of sale. If your possessions have no value then we shall treat them as being abandoned and will deal with them as we see fit. You agree that we may dispose of such possessions without liability to you. Even if your possessions have no value we may recharge the cost of disposing of possessions left in the property to you.

## **5. EXTRA RESPONSIBILITIES IF YOU LIVE IN A FLAT OR MAISONETTE AND YOU SHARE ANY COMMUNAL AREAS WITH OTHER TENANTS**

### **5.1 Cleaning**

You must keep clean any entrance, hall, staircase, landing, passageway, balcony and surrounding areas outside your home and, along with your neighbours, keep clean the parts you share with the other tenants unless it is our responsibility to do so.

### **5.2 Storing your belongings in shared areas**

You must not store any vehicles, prams, trolleys or other belongings in any area you share with other people.

### **5.3 Obstruction**

You must not obstruct the corridors, staircases, balconies, lifts, fire exits, fire-fighting equipment or refuse bin storage areas.

### **5.4 Throwing things**

You must not throw anything from any landing, balcony, walkway, doors or window of your home or in areas shared by other people.

## **6. YOUR RIGHTS**

You have the following rights:

### **6.1 Right to occupy**

You have the right to live peacefully in your home during the tenancy without interference from us as long as you keep to this agreement. However, we may have to enter your property to carry out necessary work, as explained in Clauses 4.14, 4.16 and 4.26.

### **6.2 Security of tenure**

You are an assured tenant with security of tenure as long as your home is your only or main home. We can only end the tenancy by getting a court order on one of the grounds listed in Clause 8. If your tenancy does stop being an assured tenancy, we may end your tenancy by giving you four weeks' notice in writing.

### **6.3 Passing the tenancy to your partner**

If you die and you are the only named tenant, then your wife, husband or partner (the person you lived with as if you were a married couple including a same sex partner) has the right to take over the tenancy (as long as he or she lived at your home at that time).

## **7. ADDITIONAL RIGHTS**

As a transferring tenant, we have ensured that the rights you had as a former secure tenant of Cherwell District Council are protected as far as possible. As a secure tenant of the Council, many of your rights were set out in legislation (principally the Housing Act 1985). This is not the same with an assured tenancy,

which is why we have given you these rights in this tenancy agreement. This ensures that your rights are not lost.

## **7.1 Right to take in lodgers and sub-let**

7.1.1 Under Clause 4.19, you may take in any lodger without our permission so long as you do not overcrowd your home.

7.1.2 You may sub-let part of your home, but you will need our prior written permission.

7.1.3 You must not sub-let all of your home.

## **7.2 Right to change and improve your home**

7.2.1 You can make improvements to your home as long as you first obtain our written permission. If you fail to seek or obtain our permission, this will be a breach of the terms of the tenancy and we will be entitled to re-charge you for our costs of restoring or putting your home back into its original condition.

7.2.2 You must get any planning permission or other approvals you need and keep to all relevant building regulations.

7.2.3 You must do the work to a reasonable standard as determined by us including any conditions we set out in our written permission. If you do not, we will treat it as breaking the terms of the tenancy and we will be entitled to re-charge you for our costs of any remedial work we carry out.

7.2.4 You may be entitled to compensation for some improvements you make when you leave your home. Please see the Tenants' Handbook for more information.

## **7.3 Right to repair**

You have the right to have repairs which are our responsibility carried out in the timescales shown in the Tenants' Handbook. If the repair has not been completed within the set time, you can ask us to appoint another contractor to complete the repair at no cost to you. If the repair is not completed on time by the second contractor, you will be entitled to compensation.

## **7.4 Right to be consulted**

We will consult you before we make any changes in our housing policies or the way we manage your home which are likely to affect you. This right to be consulted will extend to any Tenant Participation Compact in force.

## **7.5 Right to information**

You have a right to information from us about the terms of this tenancy and about our responsibilities, housing policies and performance.

## **7.6 Right to exchange**

7.6.1 You have the right to exchange this tenancy with that of another of our tenants or a tenant of a registered social landlord or a local authority or new town as long as you first obtain our written permission. We will not refuse this unless we have a good reason to. Unless the person is already a tenant of ours and enjoys similar rights in this agreement, the new tenant will sign a new agreement in the form we are then using.

- 7.6.2 You must not accept or pay any money or premium in connection with the exchange of tenancies.
- 7.6.3 You will have the right to be registered with HOMES and HOMESWAP.
- 7.7 Right to pass on your tenancy when you die (this is called the Right of Succession)**
- 7.7.1 On your death, provided you have not taken over this tenancy under any condition set out in this clause, the tenancy will pass to either
- 7.7.1.1 your partner (the person you were married to or lived with as if you were married at the time of your death which includes same sex partners), as long as he or she lived at your home at that time; or
- 7.7.1.2 If you do not have a partner the tenancy may pass to a member of your family who lived with you in your home, as his or her main or only home, for at least the last 12 months before your death.
- 7.7.2 Members of your family include parents, grandparents (including those by marriage), children, grandchildren, brothers, sisters, uncles, aunts, nephews or nieces, half brothers and sisters, adopted children, stepbrothers and stepsisters.
- 7.7.3 Where the tenancy is a joint tenancy the Survivor(s) remain(s) as tenant(s) on the death of one of the joint tenants and clause 7.7.1 will only apply on the death of the last surviving joint tenant. To be absolutely clear the last remaining joint tenant will not be regarded as having had the tenancy passed on to him or her by succession.
- 7.7.4 Where the tenancy has been passed on under 7.7.1.1 (to a partner), that will not be regarded as a succession. This means that the tenancy passed on under the circumstances set out in 7.7.1.1 can be further passed on but only in accordance with the provisions of 7.7.1
- 7.7.5 We may allow the tenancy to pass to someone else who lived with you for at least the last twelve months before your death for the purpose of looking after you.
- 7.7.6 If more than one person wants to take over the tenancy, they should agree who will take it. If they cannot agree, they should all apply and we will decide who the tenancy will pass to. We will take into account any wishes you expressed in writing to us during your lifetime.
- 7.7.7 Anyone wanting to take over the tenancy must apply in writing within a month of your death.
- 7.7.8 The tenancy can only be passed on under this Clause 7.7.
- 7.7.9 If your tenancy passes to someone on your death, that person may have to move to a more suitable property. This will not apply if your tenancy passes to the person entitled to it under Clause 6.3
- 7.8 Your Preserved Right to Buy**
- 7.8.1 Subject to legislation permitting and if you had the right to buy your home immediately before entering into this tenancy agreement, you still have the right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 (as amended). If you die, the person who takes over the tenancy will also take over the right to buy.

7.8.2 If you move to another property owned by us, you will continue to have the right to buy, as long as that property is not excluded from the right (see Clause 7.8.3 below).

7.8.3 You will not have the right to buy your home if you live in sheltered housing, or if your home is specially adapted for occupation by a disabled person and is part of a sheltered scheme. There are certain other situations where the right to buy would not apply. You can obtain further information on this from us.

## **7.9 Your Right to Acquire**

7.9.1 You may have the right to acquire your home under the Housing Act 1996, unless you live in sheltered housing or in certain rural areas or other housing excluded by legislation. Details of this right are available from us.

7.9.2 If you also have the Preserved Right to Buy, you will not be entitled to benefit from both rights but must choose between them.

## **8. HOW WE MAY END YOUR TENANCY**

### **8.1 Housing Act 1988 (as amended) – Possession Grounds**

8.1.1 Unless your tenancy stops being an assured tenancy (See Clause 6.2) we can only end your tenancy if we get a court order on grounds listed in Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996. Reference to the grounds in this tenancy agreement are in summary form only, but we can rely on the full text as set out in Schedule 2 of the Housing Act 1988. If we intend to get a court order against you, we will give you at least four weeks' notice in writing unless we are using grounds 14 and 14A when the notice may be less than four weeks. The notice will set out our reasons for this action.

8.1.2 We will only apply for a court order against you on the following grounds:

- (A) if you die and leave the tenancy to someone who is not entitled to it; (Ground 7)
- (B) you have or will have other suitable accommodation and we can show that:
  - (i) we intend to demolish your home or restructure the building or part of the building which includes your home and we need your home empty to carry out the work; or
  - (ii) your home has special features (which you do not need) for an elderly or disabled person, and we need your home for someone who needs those special features; or
  - (iii) you took over the tenancy from the previous tenant when he or she died and there are too few people living in your home considering its size. (Ground 9) This ground will not apply if you succeeded the tenancy under Clause 6.3/
- (C) you have not paid all the rent you owe and have not made and/or kept to a payment arrangement; (Ground 10)
- (D) You have persistently delayed paying your rent. (Ground 11)

- (E) you have broken, or failed to keep to any of the conditions of this tenancy; (Ground 12)
- (F) you or anyone living with you has damaged or not looked after your home or its surroundings, or your lodger or sub-tenant damaged your home and you have not taken all reasonable steps to evict that person from your home; (Ground 13)
- (G) you or anyone living in or visiting your home has constantly annoyed your neighbours or visitors to the locality or has harassed them for reasons of race, colour, religion, disability, age, sex or sexual orientation or you or anyone living in or visiting your home has used your home for an illegal purpose or been convicted of an arrestable offence in or near your property; (Ground 14)
- (H) you lived at your home as a married couple or as a couple living together as husband and wife and one partner has left because of domestic violence and we can show that the partner who has left is unlikely to return; (Ground 14A) (This Ground will be used to recover possession from the person responsible for the domestic violence.)
- (I) you or anyone living in your home has damaged any furniture provided for use under the tenancy. Your lodger or sub-tenant has caused damage to furniture provided under the tenancy and you have not taken all reasonable steps to evict that person from your home; (Ground 15)
- (J) we or Cherwell District Council let you your home because of your job and you no longer have that job; (Ground 16) (This Ground will not apply to transferring secure tenants).
- (K) you, or someone acting on your behalf, made a false statement to get this tenancy. (Ground 17)

8.1.3 These are the only grounds we will use to get a court order against you. As long as you keep to this agreement, you have the right to live peacefully in your home without interference from us.

8.1.4 We will not use Grounds 1 to 6 & 8

## **8.2 Injunction Action**

We may apply to the Court for an injunction to make you comply with, or stop you breaking the terms and conditions of this agreement. This may be in addition to or as an alternative to getting a court order to end your tenancy, as explained in Clause 8.1

## **9. SECTION 48 OF THE LANDLORD AND TENANT ACT 1987 AND NOTICES**

9.1.1 We must tell you where to send us notices mentioned in this agreement. The address is as shown on in clause 1.1 of this agreement.

9.1.2 If we intend to send you a notice for any reason, we may do so by leaving it at your home or your last known address or by sending it by first-class or registered post. Notice would be effective either on the day the notice is left at your home or your last known address or two working days after posting.

9.1.3 Joint tenants – service of notice to quit (intention to give up the tenancy) by one joint tenant will end the tenancy whether or not the other joint tenant(s) know it has been served on us. Any notice we serve on joint tenants will have been properly served on each joint tenant even if served on one or any joint tenant separately.

**10. COMPLAINTS**

10.1 If you think we have broken this agreement or not kept to our responsibilities, you can complain to us in writing. Our complaints procedure is outlined in the Tenant’s Handbook. If we do not deal with your complaint to your satisfaction, you can get advice and information from a Citizens’ Advice Bureau or law centre or from a solicitor.

10.2 If you are still not satisfied after following our complaints procedure, you can refer the matter to the Independent Housing Ombudsman at Norman House, 105-109 Strand, London WC2A 0AA. Forms are available from any of our offices or the Citizens’ Advice Bureau.

I/We have had an opportunity to read the terms and conditions of this tenancy agreement. I/We understand that I/we should not sign it unless I/we am/are happy to be bound by its terms as by signing it I/we am/are agreeing to be so bound.

If this agreement is for a joint tenancy, all tenants must sign below. Please note that joint tenants each have the full responsibilities and rights set out in this agreement).

Your signatures:	.....	Date:.....
	.....	Date:.....
	.....	Date:.....
	.....	Date:.....

Our signature:	.....	Date: .....
<i>(On behalf of Charter Community Housing Limited )</i>		