

# COMBINED STARTER AND AFFORDABLE RENT TENANCY AGREEMENT

## General Conditions

### Name and address of Association

Progress Housing Association Limited (27792R)

(Referred to in this Agreement as 'the Association' "us" or "we" of

Sumner House, 21 King Street, Leyland, Lancashire. PR25 2LW

which is registered as a not for profit social housing provider with the Regulator of Social Housing under the Housing and Regeneration Act 2008.

### Name of Tenant

In the case of joint tenants, the term 'Tenant' applies to each of them and the names of all joint tenants are as written above.

Each Tenant individually has the full responsibilities and rights set out in this Agreement - each Tenant is responsible for payment of rent and other charges and the performance of the Tenant's obligations even if no longer living at the Premises.

### Address

in respect of X ('the Premises')

### Overcrowding

Not to allow more than X persons to reside at the Premises.

### The tenancy

This tenancy begins on \_\_\_\_\_ (the "Commencement Date") for a week and thereafter weekly until brought to an end.

If the Commencement Date is not a Monday, then it runs until the next Sunday and then continues thereafter weekly until brought to an end.

The tenancy starts as an assured shorthold tenancy under the Housing Act 1988 unless we agree otherwise. It takes effect on the Commencement Date (this is regardless of the date when this tenancy Agreement is signed). It is referred to as a Starter Tenancy in this Agreement.

Subject to one or more of the events set out below the Starter Tenancy will automatically convert to an Affordable Rent Tenancy on the Conversion Date.

The Conversion Date shall be the first Monday following the expiry of 53 weeks from the Commencement Date.

The Starter tenancy will not automatically convert to an Affordable Rent Tenancy on the Conversion Date where:

- proceedings for possession have begun against you; or

- we have served a Notice under Section 21 of the Housing Act 1988 that we require possession and we issue proceedings for possession within two months of the expiry of the section 21 notice; or
- your tenancy has been brought to an end.

The terms of your Starter Tenancy and of any subsequent Non Shorthold Affordable Rent Tenancy are set out in this Agreement. Clauses 55 to 60 only apply in the event that the tenancy becomes a Non Shorthold Affordable Rent Tenancy

More information is included in the Tenants' Handbook which was given to you at the start of this tenancy. If you would like a further copy of the handbook, please let us know and we will send one to you.

**GENERAL TERMS**

It is agreed as follows:

**1 Rent**

The total inclusive weekly rent for the Premises at the start of the tenancy shall be £ (the "Starting Rent").

The Starting Rent is as follows:

Total rent £

**2 Initial charge**

If the Commencement Date is not a Monday, then you must pay to us the ten for the period up to the following Sunday in advance when you sign this agreement. We will calculate payment as a proportion

**3 Rent Free Weeks**

There will be "rent free" weeks when no rent is payable. We will notify you which are to be the rent free weeks at the start of your tenancy and after that every year before the first Monday in April.

4

**5 Support Services provided by Association**

This clause only applies if you occupy independent living and receive support services provided by us. This Tenancy is granted to you to enable you or a member of your household to receive housing related support services. Full details of the level and extent of such support services and your obligations (including, if applicable, any obligation to pay for it) are set out in Appendix A to this Agreement. The provision of the service set out in Appendix A is fundamental to this Tenancy. If the person receiving such services withdraws from or breaches any part of the requirements specified in Appendix A we may take steps to end this Tenancy on the basis that this is a breach of a tenancy condition.

During your tenancy, the services which we provide to you in the list in Appendix A may vary. Before we introduce a new service for you, or vary the services which we provide to you, we shall write to you setting out the variation or the new service that we intend to provide and invite your comments within 28 days. We will take these comments into account before deciding whether to vary the services provided or to introduce the new service.

- 6 **Replacing Provision of Existing Support Services** Where the Administering Authority for the Supporting People Grant have carried out an independent review of the Supporting People Services provided by us and decide that they will no longer make payments of the Supporting People Grant to us we may, after consulting with you, cease to provide the Supporting People Services ourselves. We will take every reasonable step to ensure a smooth transition to enable any alternative external provider to continue to provide the Supported Housing Services you currently receive. You will be required to enter into a Supported Housing Services Agreement which will be in addition to this Agreement.
- 7 **Former Tenancy Arrears** If this clause is completed it means that this is an exceptional case and we have allowed you to move to one of our properties even though you still have arrears from another property of previous tenancy, which you now must pay.
- You must pay us the debt of £\_\_\_\_\_ at the rate of £\_\_\_\_\_ a week; this is in addition to the rent due on your property. The amount and period of instalments may be varied from time to time by agreement between you and us.
- 8 **Support Services Provided by Third Party** This clause only applies if you occupy independent living housing and have a separate Agreement for services from an external provider. This Tenancy Agreement is granted to you to enable you or a member of your household to receive housing related support services. Full details of the level and extent of such support services and your obligations (including, if applicable, any obligation to pay for it) are set out in a separate Agreement (with the external provider). These are summarised in Appendix B. The provision of the service set out in the external provider's Agreement with you is fundamental to this Tenancy. If the person receiving such services withdraws from or breaches the separate Agreement with the external provider we may take steps to end this Tenancy on the basis that this is a breach of a tenancy condition.
- 9 **Ending the tenancy** We may seek to end your tenancy by obtaining an order for possession of the Premises under the Housing Act 1988.
- 10 **Ending the Starter Tenancy and Right of Review** We may bring your Starter Tenancy to an end by serving a notice under section 21 of the Housing Act 1988 only if, after reasonable investigations, we conclude that you have not conducted your Starter Tenancy satisfactorily.

The circumstances in which a section 21 notice will be issued, the arrangements for review and the Grounds for Possession are all explained in the Tenant's Handbook.

**11 Cessation of Assured Tenancy**

If your Tenancy ceases to be an assured tenancy (meaning the Assured Shorthold Tenancy during the Starter tenancy and the Non Shorthold Affordable Rent Tenancy after the Conversion Date) the Association may end the Tenancy by giving you four weeks' notice in writing ending on a Sunday.

**12 Service of notices**

Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Association for the receipt of legal notices, and any other communication arising from this Agreement, is:

Sumner House, 21 King Street, Leyland, Lancashire. PR25 2LW

Any legal notice, or any other communication arising from this Agreement, shall be validly served on you if (i) handed to you (ii) left at the Premises posted through your letter box or affixed to your front door or any prominent part of the Premises or (iii) posted to the Premises or your last known address by first class post. It is your responsibility if absent for any length of time, to make arrangements for the collection or forwarding of mail. Your last known address will be the Premises to which this Agreement relates unless you have notified the Association in writing of a new address.

**13 Altering the Agreement other than for rent**

We may alter this Agreement in the following circumstances:

(a) As agreed in writing with you.

OR

(b) By the Association writing to you setting out the proposed changes and the reasons for them. You will have 28 days to reply and give your views. We will consider your views and if we decide to proceed with the changes we will send you a written notice stating the changes to the Agreement and the dates they will come into effect. This date will be at least 28 days after we have notified you of any changes.

**14 Data protection**

The Association may use and share with permitted third parties any personal information held about the Tenant for any relevant purpose that the law permits. The Association acknowledges that personal data provided by the Tenant belongs to the Tenant and was provided only for specific uses. The Tenant may inspect such data upon reasonable notice, unless it is defined in law as being excluded from the right to access, and the Association will correct anything that the Tenant proves to be incorrect.

Your information is held and processed by Progress Housing Group. We look after your data and comply with the relevant Data Protection laws. If you have any questions or issues, or want to act out your rights (mentioned below) in relation to data protection, contact us in writing at: Sumner House, 21 King Street, Leyland, Preston, PR25 2LW, via telephone on: 0333204555 or via email at [Dataprotection@progressgroup.org.uk](mailto:Dataprotection@progressgroup.org.uk). Full details about of data protection practices are also available on our website: [www.progressgroup.org.uk](http://www.progressgroup.org.uk) and look for 'About Us' section.

The data we hold about you is in relation to this contract and to enable us to meet the terms of it and deliver our services to you or because we have a legal requirement to hold the information.

We will use your information to manage your tenancy, collect your rent, provide related housing services such as repairs and maintenance and support, managing queries and complaints or any other things we have to do either as part of this agreement or that we have to do by law, as well as recording statistical information to help measure how we deliver our service to you.

Sometimes we have to share your information with other companies and organisations to provide these services or to comply with the law. These may include: other businesses that are part of Progress Housing Group; contractors and suppliers; local and national government; support providers; friends, family or people acting on your behalf that you have given permission to do so; health and welfare organisations; law enforcement; legal representatives and debt collection agencies

We will keep hold of your information as long as you are a tenant with us. After that period we will keep hold of your data for a period of time to allow any further queries or legal cases to be raised, all based on legal reasons to do so.

Some information we have to keep for longer depending on certain laws.

Under the data protection law you have certain rights you can enact. To do so contact us using the details above. The rights you have include:

- The right to be informed about how we process your data;
- The right to access your data;
- The right to have your information kept up to date and made correct;
- The right to ask us to stop processing your data or to delete it, under certain circumstances;
- You can also lodge a complaint with the Information Commissioners Office (ICO) if you think we are

being unfair with the way we use your data. You can find out more in their website [www.ico.org.uk](http://www.ico.org.uk)

- 15 **Landlord consents**                      Wherever the written consent of us is required under this tenancy agreement, we shall not unreasonably withhold consent when asked to do so by you.

#### THE ASSOCIATION'S OBLIGATIONS

We agree:

- 16 **Tenant's right to occupy**                      You have the right to occupy the Premises without interruption or interference from us for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to our employees, agents or contractors).

- 17 **Repair of structure and exterior**                      To keep in good repair the structure and exterior of the Premises including

- (i) drains, gutters and external pipes;
- (ii) the roof;
- (iii) outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decoration;
- (iv) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
- (v) chimneys, chimney stacks and flues but not including sweeping;
- (vi) pathways, steps or other means of access
- (vii) plasterwork
- (viii) integral garages and stores

- 18 **Repair of installations**                      To keep in good repair and proper working order any installation provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:

- (i) basins, sinks, baths, toilets, flushing systems and water pipes;
- (ii) electric wiring including sockets and switches, gas pipes and water pipes;
- (iii) water heaters, fireplaces, fitted fires and central heating installations.

- 19 **Repair of common parts**                      To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors

to the Premises.

20 **External and shared areas decorations** To periodically decorate the outside of the Premises and any shared areas.

21 **Items that will not be repaired by the Association** We will not repair or replace the items listed in the schedule at Appendix A of this Agreement during your tenancy. If you request us to do so at any time during the tenancy, we will safely remove these items from the Premises within a reasonable time.

22 **Housing management services** To provide you with information on how we comply with the Regulator of Social Housing national standards.

23 **Right of Succession during Starter Tenancy** When you are a Starter Tenant(s) to give you the following rights of succession (the ability to pass on your Starter Tenancy if you die):

(i) **Joint Tenants' Right to Succession**

On your death any surviving joint tenant will become a sole tenant. The sole tenant will take over the existing Starter Tenancy in their name.

(ii) **Right to Succession on Death of Sole Tenant**

(a) On your death, your wife, husband or partner (including same sex partner) has the right to take over your Starter Tenancy PROVIDING they occupied your home as their only or principal home at the time of your death. The successor will take over the existing Starter Tenancy in their sole name.

(b) This right will not be available if you have previously succeeded to this tenancy on the death of the original sole tenant.

**ALL PROVIDED THAT:**

(i) a tenant who succeeds to special accommodation (such as accommodation specially provided, designed or adapted for disabled or older persons) for which they would not normally be eligible, may be asked by us to move to another Premises to make that special accommodation available for reletting and/or

(ii) a tenant who succeeds to a Premises which is much larger than they need may be asked by us to move to other suitable Premises; and

(iii) if a successor refuses to move to other more suitable accommodation we may apply to the court for a possession order under ground 9 of schedule 2 of the Housing Act 1988.

**24 Disputes in relation to rights of succession** That if more than one person is entitled to succeed as your wife, husband or partner (including same sex partner) they will be entitled to agree amongst themselves who should succeed. In the absence of an agreement the County Court shall decide.

**25 Notification of death of tenant** That the successor or potential successor(s) must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made about who should succeed.

#### THE TENANT'S OBLIGATIONS

You agree:

**26 Rent** To pay the rent in advance on the Monday of each week except for the "rent free" weeks notified to you at the start of your tenancy (and after that every year thereafter before the first Monday in April).

If you fail to pay the rent even when all or part of it will or may be met by Housing Benefit we may take action to evict you.

**27 Rent free weeks and rent arrears** If you owe rent arrears you must continue to make payments to reduce the arrears during the "rent free" weeks.

**28 Former Tenancy Arrears** To pay any former tenancy arrears due in accordance with clause 7

**29 Outgoings** To pay all outgoing applying to the Premises for which you are responsible, including water charges, gas, electric and other costs whether metered or billed.

**30 Use of Premises** To use the Premises for residential purposes as your only or principal home and not to operate any business at the Premises except with our written permission.

Examples of businesses for which permission is likely to be refused because they are likely to cause disturbance, nuisance or annoyance to others in the neighbourhood include:

- Running a car repair business.
- Any business which requires the use of hydraulic equipment or controlled substances such as chemicals.
- Wholesale or retail sales where customers visit the



Premises.

- Taxi or vehicle hire.
- A business that results in an increase of vehicle traffic or parking or noise.

If we give you permission to run a business it will be subject to you obtaining all other permissions which may be required such as planning permission from the Council.

We may withdraw permission to run a business from the Premises if it appears that the business is causing or is likely to cause disturbance, nuisance or annoyance to others in the neighbourhood.

**31 Headlease and other covenants**

To comply with those additional obligations listed at Appendix B. These obligations have usually been imposed upon us by the person who sold the Premises to us or by the current freeholder (where our interest is in the form of a lease) or by the local planning authority. We are required to ensure that all occupants of the Premises comply with these obligations and so they are fundamental to this tenancy.

**32 Nuisance**

Not to cause or commit or allow anyone living with you or your visitors to cause or commit any form of harassment or other anti-social behaviour. Harassment and anti social behaviour is any act or omission which interferes with the peace and comfort of or which may cause nuisance annoyance injury or offence to any other tenants, members of their household, visitors, neighbours, our employees, agents and contractors or any other member of the general public and includes (but is not limited to ):-

- (a) harassment on the grounds of age, gender, race, religion, culture, sexuality, disability or lifestyle;
- (b) violence or threats of violence to any person;
- (c) abusive or insulting words or behaviour;
- (d) offensive drunkenness;
- (e) damage or threat of damage to Premises belonging to another person including damage to any part of a persons home;
- (f) writing graffiti and in particular graffiti which is abusive threatening or insulting;
- (g) making unnecessary or excessive noise by any means whatsoever including arguing and door slamming;
- (h) stalking someone;
- (i) using or allowing the Premises to be used for prostitution;
- (j) for dealing in, storing, selling or the illegal use of any controlled drugs; .
- (k) any nuisance or annoyance caused by pets including

barking and fouling;

- (l) dismantling and/or repairing motor vehicles;
- (m) playing ball games close to someone else's home.

**33 Gang membership**

That you or anyone living with you must not become a member of a gang or allow a member of a gang to visit your property.

In this tenancy agreement a gang is defined as a group of two or more individuals involved in persistent anti social behaviour or criminality for some form of personal gain (which includes but is not limited to financial gain or the demonstration of status) which is causing significant alarm, distress or nuisance to people in the local community.

**34 Domestic abuse**

Not to use threatening behaviour, violence or abuse (psychological, physical, sexual, financial or emotional) against your spouse or civil partner or any other person lawfully entitled to reside in the Premises. If you do so and that person leaves the Premises as a result we have the right to apply to the Court for a possession order. In such cases we do not need to rely on a related criminal conviction to commence legal action.

**35 Pets**

Not to keep any animals (which for the avoidance of doubt includes dogs, cats and caged birds) at the Premises without our written permission. We will not give permission for you to keep animals which we consider to be

- (a) Unsuitable for your home and/or
- (b) Causing or likely to cause any fear or nuisance or annoyance to any other person and/or
- (c) Causing or likely to cause damage to the Premises or any adjoining Premises.

**36 Vehicles and parking**

Not to do the following or allow any member of your household or any other person visiting your Premises to do the following:

- (a) Park any vehicle to cause annoyance or nuisance to neighbours in the area that you live.
- (b) Park a caravan, motorhome or any machinery at your Premises or in the locality of your home. We will consider giving consent where requested and it is reasonable to do so.
- (c) Park any illegal or unroadworthy vehicle within the locality of the Premises.
- (d) Obstruct access for emergency or other services and/or park inconsiderately.
- (e) Drive over any area not intended for vehicular access
- (f) Carry out any repairs other than minor routine servicing.
- (g) Allow any spillage of oil, petrol or other fluids within or

near the boundary of your Premises.

(h) Where parking bays are designated, park in a designated parking bay not assigned to you.

**37 Potentially dangerous substances**

Not to use portable oil or paraffin heaters on the Premises.

Not to use or store in the Premises, or any store, shed or garage, any dangerous or flammable materials except as may be permitted by any statutory regulations relating to the storage and use of such substances. Nor will you store in the Premises any combustible materials in such quantities as might create a fire hazard.

**38 Internal decoration**

To decorate all internal parts of the Premises as often as is necessary to keep them in good decorative order.

**39 Damage**

To keep the inside of the property in at least as good a condition as it was when your tenancy started (fair wear and tear excepted).

If you cause or allow another member of your household or visitor to cause any damage to the Premises or to our fixtures and fittings or to the communal areas you will be responsible for repairing or making good.

**40 Rechargeable items**

To pay the reasonable costs incurred by us for certain repairs or other works carried out by us, including but not limited to:

(a) Any repair that would normally be our responsibility but which we have decided to be rechargeable to you because it has arisen due to your neglect or wilful damage. Identifying some rechargeable repairs may not be possible until we or our contractor has visited, but if it can be identified in advance, the repair will not be undertaken unless you pay in advance or unless the repair represents a risk to the Premises or to your health and safety or unless your tenancy has ended.

(b) Any defective repair or improvement carried out by you (whether the repair or improvement was the responsibility of the Association or not).

(c) The removal of rubbish, furniture, personal possessions or discarded items. We will usually give you the opportunity to remove these items first unless this would represent a risk to the Premises or to your health and safety or the rubbish or other items are causing a nuisance or annoyance to neighbours.

(d) The removal of cars, caravans and other vehicles parked or stored on or away from the Premises in contravention of clause 36.

(e) The trimming or pruning of trees, shrubs and boundary hedges which have not been properly maintained by you as required in clause 43.

(f) The repair of any damage caused by a police officer in

gaining access to your home in the lawful pursuit of his or her duties.

Information on how the cost of these repairs and other works will be calculated is included in the Tenants' Handbook.

**41 Reporting disrepair**

To tell us quickly about any disrepair or defect for which we are responsible in the Premises or the communal areas.

**42 Tenant's repairs**

To carry out minor repairs to the Premises for which you are responsible.

These include but are not limited to:

- (a) Maintaining and repairing your own equipment and any additions or improvements that you have carried out on the Premises
- (b) Replacing domestic electric fuses.
- (c) Unblocking blockages in sinks, baths and toilets and taking necessary steps to prevent water in pipes or tanks freezing.
- (d) Replacing plugs and chains to sinks and baths.
- (e) Replacing chains and handles to toilets.
- (f) Replacing keys and internal locks.
- (g) Replacing cracked or broken glass.
- (h) Draught proofing windows and doors.
- (i) Making good minor plaster faults and cracks.
- (j) Replacing waste bins and dustbins, which must be compatible with those used by the collecting company.
- (k) Ensuring that chimneys are swept once each year.
- (l) Maintaining and repairing the boundary fences at the Premises.

**43 Gardens and communal areas**

To keep the garden in a neat and tidy state free from rubbish, refuse and any discarded items. You must keep any trees, shrubs and boundary hedges properly trimmed.

Not to do any of the following nor to allow members of your household or visitors to do any of the following:

- (a) Damage or remove trees, hedges or fences in any communal areas without written permission from us.
- (b) Plant any tree in the garden area which is part of or attached to the Premises, or communal areas, without written permission from us.
- (c) Put up a greenhouse, garden shed or other structure without written permission from us.
- (d) Allow animals to foul in the communal areas at the Premises or on any public area in the locality. You must remove and dispose of any animal faeces from the

garden hygienically.

(e) Interfere with any security, lighting or safety equipment

To co-operate with us to keep all communal areas clean, tidy and free from obstruction

Not to store anything in any communal areas without written permission from us.

- 44 Access** To allow our employees, agents or contractors acting on our behalf access at reasonable times and subject to reasonable notice to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining properties. We will normally give at least 24 hours' notice but more immediate access may be required in an emergency.
- 45 Gas servicing** To co-operate with us in exercising our legal responsibility to inspect any gas appliances (except ones that you own), gas pipe work and flues at least once in every 12 month period. This work is essential for your own health and safety. You must allow access at reasonable times and subject to reasonable notice for this work to be carried out. If you do not do so we will apply for a court order to compel you to do so.
- Where we incur costs associated with obtaining a court order against you we shall ask the court to order that you must repay these costs to us.
- 46 Assignment of Starter Tenancy** Not to assign the Starter Tenancy except in furtherance of a court order.
- 47 Exchange of Starter Tenancy** Not to assign the Starter Tenancy by way of exchange.
- 48 Lodgers** Before taking in any lodger to inform us in writing of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.
- 49 Sub-letting** Not to sub-let the Premises or any part of the Premises.
- 50 Absence from Premises** To inform us in writing and if possible in advance, if you are or expect to be absent from the Premises for 28 days or more.
- 51 Ending the Tenancy** To give us at least four weeks' notice in writing when you wish to end the Tenancy. The notice must end on a Sunday.
- 52 Moving out** To give us vacant possession and return the keys of the Premises at the end of the Tenancy. This includes, amongst other things, the removal of all furniture, personal possessions and rubbish before you leave.

You will be responsible for meeting all reasonable removal and/or storage charges when items are left in the Premises.

We will remove and store them for a maximum of one month and will send you notice that we have done so at the last known address. If the items are not collected within one month, we may dispose of the items and you will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds or any monies owed by us to you and if there are any costs remaining they will remain your liability.

**53 Motor scooters** If you live in an independent living scheme or in a building with communal entrances, you must:

- (a) Not use or ride a scooter in the communal areas without our written consent.
- (b) Not store a motorised scooter in any communal areas.
- (c) Not use communal electricity to charge the scooter.
- (d) Use the scooter in a safe manner having regard in particular to the safety and wellbeing of other residents.
- (e) Ensure that the scooter is stored safely in your own home when not in use.
- (f) Ensure that the scooter is properly insured. Your insurance must include, as a minimum, third party liability for injury or harm to people and to our property.
- (g) Provide a copy of a valid insurance certificate if we ask for one.

**54 Visitors to independent living schemes** If you live in an independent living scheme you must not allow anyone to live with you who is less than 55 years of age unless you have our written permission to do so. This also applies to lodgers.

**55 Right to make improvements** You may only make the type of improvements to the Premises as listed below as long as you get our written consent and all other necessary approvals (for example, planning consent or Building Regulations approval) beforehand:

- (i) alterations, improvements, additions or removals to the structure, fixtures or fittings of your home (including textured wall or ceiling finishes to any property or laminated flooring to a flat or accommodation designated as Supported Accommodation);
- (ii) alterations, improvements, additions or removals to the electrical, gas or water apparatus systems or equipment for their supply;
- (iii) erect a telecommunications aerial or equipment longer than 1.5 metres, or a satellite dish.

If you have our consent and start work of this sort, you agree to complete it within a reasonable time (as agreed by us) in accordance with the standard of workmanship and any other conditions which we set. Where the proposed improvements relate to electrical or gas apparatus systems or equipment our

consent will always be conditional upon the work being carried out by a suitably qualified person or contractor. Our consent may also include an obligation to put the Premises back into its original condition when your tenancy ends.

You agree that you will pay us the reasonable cost of any works of re-instatement, or completion of unfinished work, if the work has not been carried out as agreed and within the agreed timescale.

We may also ask your neighbours views when considering an application for improvements or alterations which may affect them.

If you do not comply with all of the conditions for the work being done, we may treat this as a breach of your obligations.

**56 Right to exchange following conversion to an affordable rent tenancy.**

You have the right to exchange this Tenancy following conversion to an affordable rent tenancy, by way of assignment subject to the prior written consent of the Association which shall not be unreasonably withheld

**57 Succession following conversion to an affordable rent tenancy**

**(i) Joint Tenant's Right to Succession**

On your death any surviving joint tenant will become a sole tenant. The sole tenant will take over the existing Tenancy in their name.

**(ii) Right to Succession on Death of Sole Tenant**

If you are a sole tenant and as long as you are not a successor (as defined below), the following persons have a right to succeed to this tenancy:

(a) your spouse or a person living with you as your husband or wife (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death;

(b) a member of your family where you have no surviving spouse or partner. In law there is no right of succession for a family member but we agree to give a contractual right PROVIDED THAT the family member:

- occupied the Premises as their only or principal home; and
- they lived with you throughout the period of 12 months ending with your death; and
- the Premises must be reasonably suited to their needs.

Where all the conditions are met in 57 (ii) (b) we will

offer a new assured non-shorthold tenancy for the Premises **UNLESS** the Premises are not suitable for the Successor Member of Family.

Our decision as to whether the Premises is reasonably suited to the needs of the successor will depend on whether:

- it is designated as supported accommodation; and/or
- is larger or smaller in size than is reasonably required; and/or
- has adaptations that are not required.

In any of the above circumstances the contractual right to succeed will be fulfilled by offering a tenancy of reasonably suitable alternative accommodation. We will if necessary seek a possession order under Ground 9 of Schedule 2 to the Housing Act 1988, if you reject the offer of alternative accommodation.

### **(iii) Definition of Successor**

You are a successor if:

- (a) you were a joint tenant and have become the sole tenant under the terms of this tenancy agreement;
- (b) you gained this tenancy as a result of an exchange of tenancies and you were a successor under your original tenancy;
- (c) you gained this tenancy as a result of a court order relating to matrimonial proceedings and your spouse was a successor; or
- (d) you gained this tenancy by the contractual right given under this tenancy agreement or the statutory right to succession following the death of the sole tenant.

#### **58 Right of possession**

Where the tenancy is inherited (under the provisions of a will or by the rules of intestacy) by a person who is not entitled to succeed either in law and/or as set out in this tenancy agreement, we will seek possession. We will seek possession under ground 7 and/or 9 of Schedule 2 to the Housing Act 1988 as appropriate.

#### **59 Disputes in relation to succession**

- (a) If there is more than one person entitled to succeed as your spouse they will be entitled to agree who should succeed. In the absence of an agreement the County Court will decide;
- (b) If more than one member of your family has a



contractual right to succeed under sections 54 (ii) (b) of this tenancy agreement they should agree who will claim it. If they cannot agree, they should all make a claim and we will decide to whom we will offer the tenancy. When we have decided we will tell everyone involved the person to whom we will offer the tenancy.

**60 Notification of death of tenant** The successor or potential successor(s) must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made as set out in Clause 58 above.

**MISCELLANEOUS**

**61 Giving false information** You are in breach of your tenancy conditions if you, or someone acting on your behalf, knowingly make a false statement or give incorrect information which leads to the granting of this tenancy.

If you breach your tenancy conditions in this way we may apply to the court for a possession order.

**62 Changes in Legislation** Any changes to legislation shall apply to this Agreement.

**Signed** on behalf of the Association.....

**Signed** by the Tenant.....

.....

**Date**.....

The Association is subject to any guidance on housing management practice issued by the Regulator of Social Housing with the approval of the Secretary of State and this Tenancy is one to which that guidance applies.

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**APPENDIX A**

Items that will not be repaired or replaced by the Association during this tenancy.

- Wheelie Bin
- TV aerial
- Outside Tap (if applicable)
- Shed/outbuilding (if applicable)
- White Goods (if applicable)

**APPENDIX B**

Additional obligations forming a fundamental part of this tenancy

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