



A Member of The Chevin Housing Group  
Charitable

# Assured shorthold tenancy agreement



اتفاقية إيجار قصيرة المدى مضمونة  
নিশ্চিত অল্পমেয়াদী ভাড়াটিয়াসত্ত্বের চুক্তি  
توافقنامه اجاره‌نشینی تضمینی کوتاه مدت  
Contrat de location à court terme garantie

Gwarantowana krótkoterminowa umowa o wynajem  
ਸ਼ਾਰਟਹੋਲਡ ਕਿਰਾਏਦਾਰੀ ਦਾ ਨਿਸਚਤ ਇਕਰਾਰਨਾਮਾ  
تسلی بخش مختصر الميعاد معاہدہ کرایہ داری  
Heshiiska Kireysiga Waqtiga ee la Xaqiijiyey

Your reference number:

Your housing officer is:

Your housing officer is based at: area office

**Customer services** (tenant enquiries): 0845 270 1088

**Opening times:** Monday to Friday from 9am to 5pm

**To report a repair, phone:** 0800 587 7189

**Out-of-hours antisocial behaviour support line:** 0845 543 6415

You can phone Monday to Friday, 5pm to 9am.

On Saturdays, Sundays and bank holidays, you can phone us 24 hours a day.

**Website:** [www.chevinha.co.uk](http://www.chevinha.co.uk)

Through our website you can:

- pay your rent and look at your rent statement;
- report a repair and see what is happening about repairs you have reported;
- e-mail your housing officer;
- search for properties;
- check what events are coming up;
- find out how we used your ideas and suggestions in our 'You said... we did' section; and
- find information about schemes in your area in our 'My area' section.

Dear tenant

We would like to welcome you to your new Chevin Housing Association home.

This tenancy agreement outlines your rights and responsibilities as a tenant, and our rights and responsibilities as your landlord. Your tenancy agreement is a legally binding contract between you and us.

The agreement will allow you to live in peace and comfort in your home, and allow us to take effective action against tenants who break the conditions of the agreement.

By keeping to this agreement, you will be helping us to create better neighbourhoods and healthier communities.

May we take this opportunity to wish you a long and happy stay in your new home.

Chevin Housing Services team

# 1 Introduction

This tenancy agreement is between the following.

## Name and address of the landlord

Chevin Housing Association Ltd (us), of Harrison Street, Wakefield, West Yorkshire, WF1 1PS, which is a housing association working under charitable rules and is registered with the Tenant Services Authority (TSA).

And

## Name of the tenant or tenants

..... (you)

.....

.....

.....

*(If there are joint tenants, the term 'you' applies to all of them and the names of all joint tenants should be written above.)*

All joint tenants have a shared interest in the property for the whole of the period of the tenancy. Each tenant individually has the full responsibilities and rights set out in this agreement. By giving us four weeks' notice, ending on a Sunday, any of the joint tenants can end the tenancy.

## Address

.....

.....

..... ('the property')

## Description of the property

.....

.....

.....

## Tenancy start date

The tenancy is for a fixed term of 12 months and begins on .....  
It is an **assured shorthold tenancy**, and the conditions are set out in this agreement.

## 2 General conditions

### A Number of people allowed to live in the property

The maximum number of people allowed to live in the property is .....

### B Rent and other charges

The weekly rent and other charges are shown below. You must pay the weekly charges every Monday for the following week.

Rent	£
Service charge	£
Supporting People charge	£
<b>Subtotal</b>	<b>£</b>
Other charges	£
<b>Total charge</b>	<b>£</b>

### C Services

We will provide the following services that you will have to pay a service charge for.

.....

.....

.....

.....

### D Supporting People charge (see page 5 for more information)

We will provide the following services that you will have to pay a Supporting People charge for.

.....

.....

### E Other charges

We will provide the following further services that you will have to pay a charge for.

.....

.....

Please note that you may not be able to get Housing Benefit to cover these services.

## F Support (only applies if the box is ticked)

We have granted this tenancy to support you or a member of your household. Your responsibilities are set out in a separate support agreement. Because support is an essential part of this tenancy, you will be breaking this tenancy if you withdraw from or break the support agreement. If this happens, we may take steps to end the tenancy.

## G Rent review

The first rent review will be on the first Monday in April following the date of the agreement. At that date, we may increase the rent by a percentage increase equal to the published increase in the Retail Price Index (RPI) plus 0.5% (or any index measuring the cost of living which may replace the RPI plus 0.5%) as at the previous 30 September.

After the first review, we may increase or decrease the rent, in line with section 13 of the Housing Act 1988. We will give you at least one month's notice, in writing, of the increase or decrease. The notice will include details of the new rent. At any review after the first review, you may use your right under section 14 of the Housing Act 1988 to refer the notice to a Rent Assessment Committee for them to work out a market rent.

## H Altering the agreement

Except for any changes in rent or charges, this agreement may only be altered if we and you agree, in writing.

## I Serving notices

We will consider that we have properly served you with a notice if we:

- *hand it to you personally;*
- *send it to the property by ordinary post or recorded-delivery post;*
- *attach it to the property; or*
- *post it through the letter box of the property.*

You need to send notices to us at our head office. The address of our head office is in the introduction to this tenancy agreement.

## **J Supporting People services**

At the start of your tenancy, you agree to accept the support services, for example a community alarm or warden service, which we offer you so you can continue to live independently. But the services that we provide may change from time to time, as agreed through consultation with you and other tenants on your scheme.

We will review the support or Supporting People charges (in line with our policy) when we review your rent and service charges, by giving you one month's notice in writing. The yearly review (if any) of the Supporting People charge will take account of the levels set by the Supporting People administering authority and the cost to us of providing the service to you.

Following the review and consultation, if we or the relevant administering authority decide to transfer the service to another support provider, we will take all reasonable steps to make sure you receive the service without any problems.

If another support provider provides you with support services, you are responsible for entering into a separate agreement with that service provider for those services. You are responsible for paying for those support services in line with that separate agreement. Any payments will be on top of your rent and service charges, and you must pay them in line with this tenancy agreement.

## 3 Our responsibilities

### A Possession and occupation

We agree to give you possession of the property at the beginning of the tenancy, and not to interrupt or interfere with your right to live in the property peacefully, except where:

- *we need access to inspect the condition of the property, or to carry out repairs or other work to the property or neighbouring property; or*
- *a court has given us possession by ending the tenancy.*

### B Repairing the structure and outside of the property

We will repair the structure and outside of the property, including:

- *drains, gutters and outside pipes;*
- *the roof;*
- *outside walls, outside doors and windows (but not glass), including painting and decorating the outside of the property;*
- *inside walls, floors and ceilings, doors and door frames, and skirting boards, but not including painting and decorating the inside of the property;*
- *plasterwork;*
- *chimneys, chimney stacks and flues, but not including sweeping;*
- *pathways, steps or other essential access routes; and*
- *garages and stores that are attached to the property.*

### C Repairing installations

We will maintain any installations we have provided for supplying water, gas and electricity, and for space and water heating, including:

- *baths, basins, sinks, toilets, flushing systems and waste pipes;*
- *electrical wiring, including sockets and switches, gas pipes and waste pipes; and*
- *water heaters, fireplaces, fitted fires and central-heating appliances.*

We will not carry out any work or repairs that you are responsible for. We may carry out repairs caused by your act or neglect after we have received enough money to do the work. We may choose to carry out the repair if you agree to repay the reasonable costs of carrying it out.

## **D Repairing shared areas**

We will take reasonable care to maintain the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and any other shared areas, including their electric lighting, so they are fit for you and your visitors to use.

## **E Services**

We will provide any services that we consider to be necessary, for example, caretaking and cleaning services, lifts, laundries and lighting. We will take all reasonable steps to maintain the services. We will not be liable for any failure in the services beyond our reasonable control.

## **F Decorating the outside of the property**

We will decorate the outside of the property and any shared areas in line with our policy that applies at the time.

## **G Insurance**

- *We will keep the property fully insured against loss or damage by fire and other risks covered by a normal buildings insurance policy. If there is any structural damage to the property, we may use the insurance money to repair the damage.*
- *You should arrange suitable householders' comprehensive insurance cover to protect your belongings.*

## 4 Your responsibilities

### A Your rent and other charges

#### A1 Rent and other charges

You must pay your rent and any other charges for the property on time. You must pay rent every Monday for the following week.

If you have missed any rent payments, you should arrange to pay a regular amount each week to reduce them (or as agreed with your housing officer).

### B Using the property

#### B1 Living in your property

You must use your property to live in and as your only or main home throughout the period of the tenancy.

#### B2 Lodgers and subletting

If you want to take in a lodger, or sublet any part of your property, you must write and tell us the name, age and sex of your intended lodger or subtenant, and the part of your property that they will live in. You must not create an assured tenancy for your lodger or subtenant. **You must get our permission, in writing, before you take in a lodger or sublet any part of your property.**

#### B3 Absence from the property

- *You must tell your area housing office, in writing, if you will be away from the property for more than 28 days. This is so we know that you have not abandoned the property.*
- *You agree that we can enter the property (whether or not you have been away from the property for 28 days or more) where it reasonably appears that you have abandoned the property and are not going to return. (We will carry out certain enquiries before deciding whether a property has been abandoned. You can get a copy of our procedure on dealing with abandoned property from any area housing office.)*
- *You agree that after we have carried out reasonable enquiries and given you reasonable opportunity to collect your belongings, if you still do not collect them, we will get rid of them and use any proceeds to pay off any money you owe us.*
- *You agree that you will accept any liability to any other person for the loss of their personal belongings if we remove them after you abandon the property and your tenancy.*

#### **B4 Overcrowding**

You must not allow more people than the number shown on page 3, paragraph 2A, to live in your property.

#### **B5 Running a business**

You must not use, or allow anyone else to use, any part of your property, garden or the scheme or estate on which you live for running a business or trade without getting our permission, in writing.

#### **B6 Changes in your household**

You must tell us about any changes in your household.

#### **B7 Explosive and dangerous materials**

You must not keep or use paraffin, bottled gas (except bottled oxygen needed by a tenant with medical needs), petrol, oil, diesel or any other dangerous or explosive material in your property, garden, outbuildings or sheds.

#### **B8 Vehicles**

You must not keep any moped, motorbike or similar vehicle, or any other machine driven by an internal combustion engine, inside your property.

#### **B9 Home security**

You must make sure that you keep your property and outbuildings secure from intruders.

#### **B10 Surfaces in your property**

You must not apply any material to any surface, wall or ceiling in your property which is difficult to remove (for example, a textured wall finish) or is highly flammable (for example, polystyrene tiles), unless you get our permission, in writing.

### **C Access to the property**

**C1** You must allow our employees, or contractors acting on our behalf, into your property at reasonable notice (usually 24 hours) for the following purposes.

- *To carry out repairs, services or other necessary work or safety inspections (for example, yearly gas service inspections) at the property, to the shared areas (such as lifts, landings, walkways, entrance halls, drying areas, bin stores, shared gardens or parking areas) or at neighbouring properties.*
- *To inspect the condition of the property.*
- *To allow future tenants to view the property during the final four weeks of your tenancy when you have served a notice that you want to end the tenancy.*
- *To install, inspect, repair, renew, maintain and remove pipes, conduits, wires and cables. You must also allow gas, electricity and water suppliers into your property to carry out maintenance work.*

**C2** In cases of emergency such as gas, water or sewage leaks, or where buildings or electrics are unsafe, you must let us into the property without any notice, whether you are there or not, so that we can inspect the property and carry out any repairs needed to deal with the emergency.

**C3** You must co-operate with our staff in any matters relating to using the property, and you must not abuse or assault them, or stop them from doing their work, while they carry out their duties.

If you do not let us into your property, you could be putting yourself and your neighbours at risk. In these cases, we can take legal action to enter the property and you may have to pay the court costs.

**You must never let anyone into your property without first seeing some official identification. If you are in doubt, please contact your area housing office.**

## **D Repairs**

**D1** You must report any disrepair or damage to the property, and any faults that are likely to injure anyone or damage the property.

If we are responsible for the problem you report, we will carry out the repairs. If you are responsible, we will give you the opportunity to do the repair within a reasonable time. If you do not carry out the repair, we may do it ourselves and charge you the cost of doing it.

Please report repairs that are needed to the shared areas to the area housing office as soon as you notice the fault. Examples of these repairs are faulty lights, fire alarms and door-entry systems.

**D2** You (or anyone living with you or visiting the property) must not tamper with gas, electricity or any other meters at the property or in the shared areas.

**D3** You must keep the property clean and in good decorative order.

**D4** You must not make any improvements, alterations or additions to the property without getting our permission, in writing, first.

**D5** We will not be responsible for any damage to or loss from the property, including decorations, which happens through fire, flood, theft, burst pipes or similar events, unless it can be shown that we have been negligent or have broken the contract.

## **E Leaving your property and ending your tenancy**

**E1** During the fixed term of the assured shorthold tenancy, you can keep your tenancy as long as you live in the property as your main home. We can only end your tenancy by getting a court order to repossess the property for one of the following reasons:

- *On one of the grounds (reasons) listed in schedule 2 of the Housing Act 1988. There is a list of the grounds in appendix 1 to this agreement. If the grounds change, we will be entitled to use the new grounds and we won't have to use those set out in appendix 1.*
- *Because we have given you a two months' notice to repossess the property, in line with section 21 of the Housing Act 1988. This notice must not end before the end of the fixed term of the tenancy.*

If the tenancy is no longer 'assured' under the definitions of the Housing Act 1988 (for example, if you no longer live there as your main home), we may end the tenancy by giving you four weeks' notice in writing.

- E2** You must tell your area housing office, in writing, at least four weeks before you want to leave your property. This four-week notice period must end at midnight on a Sunday, and you must return all of your keys to the area housing office before 12 noon on the following Monday. You may hand your keys in before the notice ends, but we may charge you for the whole period.
- E3** At the end of the tenancy, you must leave your property empty, secure, clean and tidy. You must also leave our fixtures and fittings in a good condition. If you leave any of your belongings or any rubbish in the property, we will get rid of them and charge you for doing so.
- E4** At the end of the tenancy, if there is any damage to your property or if you have removed any item we own, you will have to pay for any repair or replacement and any other loss we suffer.
- E5** You must pay your rent and any other money you owe us, for example, court costs or repair charges, in full before you leave. If you cannot clear the amount in full, you must make sure that you leave a forwarding address and make an arrangement to pay the balance. If you do not do so, we may take legal action to get back the money you owe, and it may affect any applications for rehousing in the future.
- E6** You must allow us to inspect your property during the notice period. This may include bringing possible new tenants to look at your property.
- E7** You must not leave anybody else living in your property when you move out.
- E8** If you stop using the property as your main home, we may take action to repossess the property. Before we take any action, we will carry out certain checks and serve a notice to quit, giving four weeks' notice to end the tenancy.

## **F Notices**

You (or anyone living with you or visiting the property) must not put any advertisement or notice in the windows or on the outside of the property without our permission.

## **G Laundry**

You may put washing, clothing and bedding out in the garden of the property or in the drying areas (where these are provided), but you must not hang it out of any window or put it out in any shared areas of the property.

## **H Windows**

You must keep all the windows of the property clean.

## **I Washing machines and other domestic appliances**

You must make sure that plumbed-in appliances are installed by skilled and competent workers, and you must pay the full cost of the work. You will be liable for all damage caused by leaking or overflowing appliances, and for the cost of clearing any drains that are blocked as a result of you using the appliances.

## 5 Community responsibilities

### A Nuisance and antisocial behaviour

**A1** You are responsible for the behaviour of every person and animal living in or visiting your property. This includes lodgers, children, family, friends and other visitors to your property. You are also responsible for their behaviour in the shared areas, such as gardens, staircases, lifts, landings, parking areas and the land surrounding your property and the estate. This means that you and any person living in or visiting your property must not:

- *act, or threaten to act, in any way which causes or is likely to cause a nuisance, annoyance or disturbance to anyone living in or visiting the area near your property; or*
- *use, or threaten to use, abusive, menacing or violent behaviour towards anyone living in or visiting the area near your property.*

Examples of behaviour which may cause a nuisance, annoyance or disturbance include:

- *playing loud music;*
- *playing musical instruments;*
- *having the television on loud;*
- *shouting;*
- *slamming doors;*
- *smoking in the shared areas where there is a no-smoking policy;*
- *dogs barking and fouling in the shared areas;*
- *selling, storing or taking illegal drugs;*
- *selling or distributing racist or pornographic material;*
- *dumping rubbish;*
- *dismantling and repairing motor vehicles;*
- *offensive language;*
- *drunkenness;*
- *blocking shared areas;*
- *playing ball games close to someone's house or where ball games are not allowed;*
- *operating noisy machinery;*
- *storing scrap materials;*
- *theft and burglary;*
- *vandalism;*
- *begging;*
- *damage to property; and*
- *graffiti.*

- A2** You (or anyone living with you or visiting the property) must always act in a fair and reasonable way towards our employees and contractors. You must not harass any of our employees or contractors, whether in or near the property or elsewhere, for example, at the area housing office.
- A3** You (or anyone living with you or visiting the property) must not use violent, abusive or threatening behaviour or language to any of our employees or contractors.
- A4** You (or anyone living with you or visiting the property) must not play, or allow anyone to play, any radio, television, record or tape recording, musical instrument or any similar electronic equipment so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the property between 10pm and 8am. It must be kept at a reasonable volume at all other times.
- A5** If any part of your property is above the ground floor, you must make sure that nothing is thrown, dropped or allowed to fall from any window or balcony, or from any part of the outside of the building.

*Please see the booklet 'Dealing with nuisance and antisocial behaviour' for more advice and information.*

## **B Harassment**

- B1** You (or anyone living with you or visiting the property) must not harass (or threaten to harass) or cause offence to anybody else in the local area, including:

- *neighbours;*
- *members of their households or visitors;*
- *anybody else in the area;*
- *any other of our tenants or leaseholders;*
- *any of our employees; or*
- *any contractor or agent working for us;*

because of their age, religion or beliefs.

Examples of harassment include:

- *racist and homophobic behaviour or language;*
- *using or threatening to use violence;*
- *using insulting words or behaviour;*
- *stalking someone;*
- *damaging or threatening to damage someone's property or belongings;*
- *writing threatening, abusive or insulting graffiti; and*
- *doing anything that interferes with the peace, comfort or convenience of other people.*

- B2** You (or anyone living with you or visiting the property) must not make false or malicious complaints about the behaviour of any other person.

## C Illegal activity

You (or anyone living with you or visiting the property) must not use your property or anywhere near your property for any criminal or illegal activity. Examples of this type of activity include:

- *storing, selling, using or distributing illegal drugs;*
- *growing or producing illegal drugs;*
- *allowing other people to use, store or sell illegal drugs;*
- *receiving, storing or handling stolen goods;*
- *using your property or anywhere in the area for immoral purposes such as prostitution or child abuse; and*
- *possessing illegal firearms or other illegal weapons.*

## D Our community responsibility

Everyone has the right to enjoy life in their own way, as long as they do not upset people living near them. A good neighbour will understand people's different lifestyles. We have a duty under the Antisocial Behaviour Act 2003 to publish a statement of how we are going to deal with antisocial behaviour. There will be times when we decide to take action against tenants (or anyone living with the tenant or visiting the property) who carry out antisocial behaviour or are convicted of a crime at the property or in the locality (surrounding area). Examples of action that we may take include:

- *applying for an injunction (this can include the power of arrest);*
- *applying to demote a tenancy to one that is less secure;*
- *using acceptable behaviour contracts;*
- *working with the police or local authority, or on our own to secure an antisocial behaviour order; and*
- *evicting the tenant from their property.*

If you are evicted for antisocial behaviour or we take other action against you, this may affect your chances of being rehoused elsewhere.

We will give you, and anyone living with you, help and advice on how to report antisocial behaviour.

Please see our booklet 'Antisocial behaviour policy & procedure summary (ASB)' for more information.

## **E Domestic violence**

- E1** You (or anyone living with you or visiting the property) must not inflict or threaten violence against anyone who lives with you or lives elsewhere.
- E2** You (or anyone living with you or visiting the property) must not harass anyone or use mental, emotional, racist or sexual abuse to make anyone who lives with you leave the property.

## **F Animals**

- F1** You must get our permission, in writing, to keep any animal, bird, insect or reptile in your property. We may set conditions, and we may withdraw our permission if you break any of the following clauses in this section.
- F2** You must make sure that no animal, bird, insect or reptile that you keep at, or which is brought to, your property causes any nuisance or annoys or frightens any person or other animal in the area.
- F3** You must make sure that no animal that you keep at, or which is brought to, your property fouls our land or property. If it does foul our land or property, you must make sure that you clean it up immediately.
- F4** You must make sure that no animal, bird, insect or reptile that you keep at, or which is brought to, your property causes any damage to our land or property.

## **G Damage to your property**

- G1** You (or anyone living with you or visiting the property) must not damage or put graffiti on any part of your property, our land or property, or land or property in the area.
- G2** You must repair, at your expense, any damage to or neglect of the property caused by you (or anyone living with you or visiting the property) or any animals you keep. If you do not carry out the repairs, we may do them for you and charge you for the work.
- G3** You must replace any broken windowpanes and clear any blocked drains and pipes which have become blocked through your neglect. You must give us a crime reference number for any damage to the property caused by unknown people so that we can make an insurance claim.

## H Parking and vehicles

- H1** You (or anyone living with you or visiting the property) may only park a currently taxed private motor vehicle or motorcycle on our property. You must only park in the parking spaces provided. You must not park (or allow anyone else to park) any vehicle, trailer or anything similar on the garden, lawned areas or footpaths. We do not guarantee a parking area for all tenants. Parking in shared parking spaces will be on a 'first-come first-served' basis.
- H2** We have the right to remove any untaxed vehicle or any vehicle that we consider to be a danger to the public that is on our land. We will try to contact the owner (and the police in the case of a vehicle that we consider to be a danger to the public) to arrange for them to tax, repair or remove their vehicle. If we are not able to contact them or they fail to act, we will arrange for the vehicle to be removed in line with our procedure for dealing with abandoned and untaxed vehicles.
- H3** You (or anyone living with you or visiting the property) must not park any vehicle that would block the way for emergency services or access to homes in the area.
- H4** You (or anyone living with you or visiting the property) must not park any caravan, motorhome, heavy goods vehicle (weighing more than three and a half tons), boat, trailer, commercial vehicle or mobile home on our land or in the area around your property, without our permission in writing.
- H5** You (or anyone living with you or visiting the property) must not:
- *carry out car repairs in a way which causes a nuisance to your neighbours;*
  - *park an illegal or unroadworthy vehicle on our land or in the area around your property; or*
  - *carry out commercial car repairs in the property for payment, whether for money or any other form of reward.*
- H6** You (or anyone living with you or visiting the property) must not allow the property or shared areas to be used as a scrapyards, scrap-metal or rubbish store, vehicle store, or vehicle-parts store or tyre store. You (or anyone living with you or visiting the property) must not allow any oil to be spilled at the property or in the shared areas.

## **I Gardens and shared areas**

- I1** If you have a garden, you must keep it tidy and free from weeds, rubbish and animal waste. This includes cutting your lawns and trimming your hedges and shrubs.
- I2** You may use shared gardens for normal recreational purposes, but not for any activities that may annoy other tenants. You must not allow children to play in the shared entrance halls, stairways or passageways.
- I3** You may not plant, or ask anyone else to plant any trees, shrubs or hedges which grow more than 2 metres high without first getting our permission in writing. If you plant any of these without our permission, we may remove them and charge you for the cost of doing so.
- You may not plant or ask anyone else to plant, any trees, shrubs or hedges which may affect the foundations or drainage of the property without first getting our permission in writing. If you plant any of these without our permission, we may remove them and charge you for the cost of doing so.
- If you need advice about whether plants or trees are likely to affect the foundations or drainage of the property, please contact us.
- I4** You (or anyone living with you or visiting the property) must not interfere with security or safety equipment in shared blocks of flats or sheltered-housing complexes. You must not jam, prop or leave shared entrance doors open, and you must not let strangers in without seeing their identification.
- I5** You (or anyone living with you or visiting the property) must co-operate with us and your neighbours to keep any shared areas (such as stairs, lifts, landings, walkways, entrance halls, drying areas, bin stores, paved areas, shared gardens or parking areas) clean, tidy and clear of obstruction.
- I6** You (or anyone living with you or visiting the property) must only put household rubbish in containers provided by the council or in bin bags. You must not allow rubbish to build up in the property, garden or shared areas, whether or not it is in bin bags.

## **J Sheds, satellite dishes, fences and other structures**

- J1** You (or anyone living with you or visiting the property) must not put up structures such as sheds, garages, conservatories, satellite dishes, fences, greenhouses, aviaries, dog pens or kennels, or pigeon lofts anywhere on or in your property, your garden or shared areas, without our permission, in writing.
- J2** You must remove any structure at the end of the tenancy, unless you have our permission in writing, that it can stay.

## 6 Your rights

### A The right to live in the property

You have the right to live in the property without interruption or interference from us for the period of the tenancy (except for the responsibility contained in this agreement to give access to our employees, contractors and possible tenants), as long as you keep to the conditions of this agreement and have proper respect for the rights of other tenants and neighbours.

### B The right to repair and improve the property

**B1** You must first get our permission in writing (and all other necessary approval such as planning permission and building regulation approval) before you carry out improvements to the property.

An improvement includes:

- *any addition or alteration to the property, our fixtures and fittings, or services;*
- *putting up a television, radio, Citizens' Band (CB) or amateur radio aerial or satellite dish; and*
- *decorating the outside of the property.*

We will not unreasonably withhold permission, but may ask you to carry out the work to a certain standard. If we refuse permission, we will write and tell you the reason.

**B2** You will be responsible for repairing and maintaining any installations, appliances or materials in the property following any improvement. If, for any reason, we need or choose to repair, maintain or inspect the improvements, we will charge you for doing so. For example, it will be our responsibility to check, service and maintain gas fires and heaters, pipework and flues even if they have been fitted by you, as long as you have told us that you have installed them.

**B3** You have the right to carry out repairs which are our responsibility if you have reported the repair in writing and we have, without good reason, failed to carry out the repair within 28 days of receiving the report. This scheme will run in line with the Tenants' Guarantee. We will give you details of the scheme at the beginning of the tenancy, and tell you about any changes.

### C The right to take in lodgers and sublet part of the property

**C1** You may not take in lodgers or sublet the property if you live in accommodation with shared living space or facilities, or live in a warden-controlled sheltered scheme.

**C2** If you do not live in accommodation with shared living space or facilities, or in a warden-controlled sheltered scheme, you may take in lodgers as long as the property does not become overcrowded, but you must get our permission in writing first. We will use the definition of 'overcrowded' in section 324 of the Housing Act 1985 to decide if taking in lodgers would make the property overcrowded.

**C3** If you do not live in accommodation with shared living space or facilities, or in a warden-controlled sheltered scheme, you may sublet part of the property as long as the property does not become overcrowded, but you must get our permission in writing first. Subletting means that someone who lives with you pays you rent to have an exclusive right to live in part of the property. They will usually do their own cooking and cleaning. You cannot sublet the whole of the property under any circumstances.

**C4** We may withhold our permission until you pay us any rent you owe us or carry out all your responsibilities under the tenancy agreement.

## D The right to be consulted

We will consult you before we make changes to the following, where these are likely to have a major effect on you.

- *The way we manage, maintain or improve properties.*
- *The services or facilities we provide as your landlord.*
- *Our policies or practices.*

All tenants have the right to join or start a local tenants' association or other tenants' group. Your local area housing office can tell you about groups in your area.

## E The right to receive information

E1 You have a right to receive information from us about:

- *the conditions of this tenancy;*
- *our repair responsibilities; and*
- *our policies and procedures.*

You may look at the information we have about your housing application or your tenancy under the conditions of the Data Protection Act.

E2 You may look at your personal tenancy file by giving us five working days' notice, and we will not normally charge you. If you want a copy of the personal information we have about you, you may have to pay a fee by law.

E3 You will not be able to look at any information that anyone else has given us in confidence.

## F The right to exchange your tenancy

F1 You have the right to exchange this tenancy with another housing association or council tenant as long as both landlords agree in writing.

F2 We will not give you permission to exchange your tenancy if:

- *you owe us any rent;*
- *you have broken a condition of your tenancy and have not put things right;*
- *you have not fulfilled your responsibilities under your tenancy agreement;*
- *a possession order, suspended or otherwise, has been made against you or a current notice of seeking possession has been served against you;*
- *our charitable aims or housing policy for the accommodation concerned would be affected if the other tenant moves in;*
- *the accommodation has shared living space or facilities; or*
- *you live in sheltered accommodation. However, if both tenants applying for the exchange meet the conditions for the sheltered accommodation they want to move into we are more likely to agree to the exchange. Though the final decision is down to us.*

If you have broken a condition of your tenancy agreement, we may still give you permission to exchange your tenancy if you put the situation right.

- F3** If you exchange tenancies without our permission in writing, we will take legal action to evict you.
- F4** Both sides must go ahead with the agreed exchange or the contract will not be fulfilled and any tenant who exchanges will have to move back to their original property.

## **G The right to succession**

The following rights are only available if your tenancy has not already been passed on once by transfer or succession.

- G1** Your husband, wife or civil partner can take over the tenancy if you die, as long as they live there as their only or main home when you die and they meet the letting conditions for the property.
- G2** If you do not have a husband, wife or civil partner, your partner (including a partner of the same sex) or another member of your family can take over the tenancy if they lived in the property for 12 months before your death as their only or main home. Member of your family means your son, daughter, parent, step-parent, brother, sister, uncle, aunt, nephew or niece.
- G3** **If your carer:**
- *left their home to live with you;*
  - *cared for you during the period up to your death;*
  - *lived in the property for a period of at least 12 months before your death; and*
  - *lives in the property as their only or main home;*
- we will look sympathetically at any request they make for a new tenancy to be granted in their name.
- G4** If more than one member of your family qualifies to succeed to the tenancy, they should agree between them which of them will claim it. If they cannot agree, each one may claim and we will decide who the tenancy will be transferred to.
- G5** **All claims to succeed to the tenancy must be made to us in writing within one month of the tenant's death. Family members can also apply to the county court for a decision as to who should succeed to the tenancy.**
- G6** The family of a tenant living in accommodation with shared living space or facilities cannot succeed to the tenancy.

## **H The right to transfer the tenancy**

- H1** As long as your tenancy has not already been passed on once by a transfer or succession, you may be entitled to pass on the tenancy to someone else. A tenancy can only be transferred:
- *by a court order following a relationship breakdown;*
  - *by an exchange; or*
  - *to a person who could have succeeded to the tenancy if you died.*
- H2** **To transfer your tenancy, you must ask for our permission, in writing, beforehand. You must not transfer the tenancy until you receive our permission.**
- H3** If you transfer the tenancy to any person without our permission, the rights and benefits of an assured tenancy will not apply and we are entitled to repossess the property.

## 7 Complaints

If you feel that we have broken this agreement or have not carried out any of our responsibilities, you should first contact the area housing office to complain. If the complaint is not sorted out at this time, you can ask the area housing office for an official complaints pack, either in person or by phone (0845 270 1088). Or, you can get one from our website [www.chevinha.co.uk](http://www.chevinha.co.uk). There is more information in the tenants' handbook. If we fail to deal with the complaint or, in your view, continue to break the agreement, you can get advice and information from a local citizens advice bureau, a law centre or a solicitor.

## 8 Declaration

I agree to accept this tenancy on the conditions set out in this agreement, set out in any supplementary documents and as explained to me.

I understand that I am responsible if I, any member of my household or any visitor break these conditions.

I understand that you have offered me this tenancy on the basis of the information I gave you on my housing application form. I understand that if I have knowingly or recklessly given inaccurate or incomplete information, you can take legal action to recover the tenancy.

I give permission for the police, the local authority and any organisation responsible for managing Housing Benefit to give you any personal information relating to me that you need to manage this tenancy.

Signed on behalf of Chevin Housing Association Ltd

.....

Your signature (or signatures if you are joint tenants)

.....

.....

Date: ..... / ..... / .....

# Appendix I

## Grounds for possession

*(The Crystal Mark does not apply to these grounds for possession as they are taken directly from schedule 2 of the Housing Act 1988.)*

To obtain a court order for possession against an assured tenant, one or more of the following grounds must be relied upon:

- A** In Grounds 6, 7 and 8 inclusive, if the ground is proven by the Association the court must grant a possession order – i.e. it has no discretion.
- B** In Grounds 9 – 17 inclusive, the court has discretion as to whether it should grant a possession order – it will take a view as to whether it is reasonable, in all circumstances, to grant such an order.

### Note 1

Our decision about application for possession will depend upon prevailing policy at the time. If you receive notice of seeking possession you should contact us at once to discuss the situation.

### Note 2

The grounds for possession, brief details of which are set out below, are some of the grounds contained in schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996. The list here contains only those grounds which we may, at some point, seek to use and which are relevant to us. Other grounds mentioned in the Act are not relevant to the relationship between us and our periodic assured tenants.

#### **A Grounds on which the court must order possession**

- (Ground 6) The landlord intends to demolish or reconstruct the whole dwelling or a substantial part of the premises.
- (Ground 7) The weekly tenancy has devolved to the tenant through the will or intestacy of the former tenant and the landlord begins possession proceedings within twelve months of the former tenant's death.
- (Ground 8) On the date of the notice of seeking possession and at the date of the possession hearing there are at least eight weeks' rent unpaid.

On or after the expiry of the fixed term, we do not need to rely upon any of the previously mentioned grounds, and a court order for possession can be obtained by service of two month's notice as stated in section E1 of this agreement.

#### **B Grounds on which the court may order possession**

- (Ground 9) Suitable alternative accommodation is available for the Tenant, or will be available for her/him when the order for possession takes effect.
- (Ground 10) There were rent arrears at the date when possession proceedings began and at the time of service of the notice seeking possession.

- (Ground 11) Whether or not there are any rent 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) Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.
- (Ground 13) The condition of the premises or common parts has deteriorated and it is the tenant's or another person in the household's fault; and if the damage or neglect is caused by a lodger or sub-tenant, the tenant has not taken reasonable steps to remove the lodger or sub-tenant.
- (Ground 14) 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
  - (b) has been convicted of
    - (i) using the dwelling-house or allowing it to be used for immoral or illegal purposes, or
    - (ii) an indictable offence committed in, or in the locality of, the dwelling-house,
- (Ground 14 A) The dwelling-house was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners 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
  - (d) the Court is satisfied that the partner who has left is unlikely to return.
- (Ground 15) The condition of any furniture provided has deteriorated through ill-treatment by the tenant or other person living in the Premises and if the ill-treatment is by a lodger or sub-tenant, the Tenant has not taken reasonable steps to remove the lodger or sub-tenant.
- (Ground 16) The Premises were let to an employee of the Association and the Tenant has ceased to be employed by the Association.
- (Ground 17) 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

## How to contact us

### Phone us

Customer services (tenant enquiries): 0845 270 1088

To report a repair: 0800 587 7189

Out-of-hours antisocial behaviour helpline: 0845 5436415

Leasehold: 0113 202 1260

### E-mail us

[enquiries@chevinha.co.uk](mailto:enquiries@chevinha.co.uk)

[repairs@chevinha.co.uk](mailto:repairs@chevinha.co.uk)

### Fax us

General enquiries: 01924 363595

Repairs: 01924 831 798 (non-emergency repairs only)

### Website

[www.chevinha.co.uk](http://www.chevinha.co.uk)

### Write to us

Harrison Street

Wakefield

West Yorkshire WF1 1PS

**Area housing offices (visits by appointment only)**

If you would like to book an appointment, please contact Customer Services on 0845 270 1088.

32 New Lane

Selby

North Yorkshire YO8 4QB

Royd House

Low Mills

Guiseley

Leeds LS20 9LU

2 Carbrook Street

Carbrook

Sheffield S9 2JE

Harrison Street

Wakefield

West Yorkshire WF1 1PS

The Freedom Centre

97 Preston Road

Hull HU9 3QB

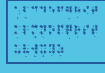


We are committed to a policy of equal access to information.

If you would like this document in another language or format, or if you need an interpreter, please contact us.



Cassette



Braille



Large type



Other format

## Arabic

نحن ملتزمون بسياسة تكافؤ الوصول إلى المعلومات..

إذا كنت ترغب في الحصول على هذه المعلومات بلغة أو شكل آخر أو إذا كنت تتطلب خدمات مترجم فوري، رجاء أتصل بنا.

## Bengali

তথ্যের সমান অভিগমনের নীতির বিষয়ে আমরা প্রতিশ্রুতিবদ্ধ।

আপনি যদি এই তথ্য অন্য ভাষা বা রূপে চান, অথবা আপনার যদি এক দোভাষীর পরিষেবার প্রয়োজন হয়, অনুগ্রহ করে আমাদের যোগাযোগ করুন।

## Farsi

ما به سیاست برابری دسترسی به اطلاعات پایبند هستیم.

اگر مایل به دریافت این اطلاعات به زبان یا فرمت دیگری هستید، و یا به خدمات مترجمین شفاهی نیاز دارید، لطفاً با ما تماس بگیرید.

## Polish

Kierujemy się zasadą równego dostępu do informacji.

Jeżeli chciał(a)byś otrzymać ten tekst w innym języku lub formacie bądź potrzebujesz tłumacza, prosimy o skontaktowanie się z nami.

## Punjabi

ਅਸੀਂ ਸੂਚਨਾ ਤਕ ਬਰਾਬਰ ਦੀ ਪਹੁੰਚ ਬਾਰੇ ਪਾਲਿਸੀ ਪ੍ਰਤਿ ਵਚਨਬੱਧ ਹਾਂ।

ਜੇ ਤੁਹਾਨੂੰ ਇਹ ਸੂਚਨਾ ਕਿਸੇ ਹੋਰ ਭਾਸ਼ਾ ਜਾਂ ਰੂਪ ਵਿਚ ਚਾਹੀਦੀ ਹੈ, ਜਾਂ ਜੇ ਤੁਹਾਨੂੰ ਦੁਭਾਸ਼ੀਏ ਦੀਆਂ ਸੇਵਾਵਾਂ ਦੀ ਜ਼ਰੂਰਤ ਹੈ, ਤਾਂ ਕਿਰਪਾ ਕਰਕੇ ਸਾਡੇ ਨਾਲ ਸੰਪਰਕ ਕਰੋ।

## Urdu

ہم معلومات تک مساوی دسترس کی پالیسی کے پاسدار ہیں۔

اگر آپ ان معلومات کو کسی دوسری زبان یا صورت میں چاہتے ہیں، یا اگر آپ کو کسی مترجم کی خدمات درکار ہیں، تو برائے مہربانی ہم سے رابطہ کریں۔

## Somali

Waxaa naga go'an siyaasadda awood u helidda warka oo loo wada siman yahaye.

Haddii aad jeclaan lahayd warka oo ku qoran luqad kale ama qaab kale u qoran, ama haddii aad u baahan tahay adeeg turjumaan afka ah, fadlan nala soo xiriir.

## French

Nous appliquons une politique d'égalité d'accès aux informations.

Si vous souhaitez consulter ces informations dans une autre langue ou sous un autre format, ou si vous avez besoin des services d'un interprète, veuillez nous contacter.