

Please keep your copy of this document in a safe place. You may need it in the future.



## Assured (shorthold) "starter" Tenancy Agreement (the "Tenancy")

### THIS TENANCY AGREEMENT IS BETWEEN

**Landlord's name and address**

Red Kite Community Housing Ltd ('we' 'us' or 'our') of Windsor Court, Kingsmead Business Park, Frederick Place, High Wycombe, Buckinghamshire, HP11 1JU.

We are registered with the Homes and Communities Agency (HCA) under registration number 4682.

**Name of tenant(s)**

.....  
.....

The person or people named above are referred to as 'the tenant(s)' or 'you' in this Tenancy. The names of all joint tenants should be written above.

In the case of joint tenants, the terms 'the tenant' or 'you' apply to each of you. Each tenant individually has the full responsibilities and rights set out in this Tenancy.

**Address of Premises being let by us to you** (referred to as 'your home' in this Tenancy)

.....  
.....  
.....  
.....

**Description of your home including any garden and/or garage and/or allocated parking area**

.....  
.....  
.....  
.....

**Charitable status**

The home that is the subject of this Tenancy is held by a charity that is an exempt charity.

**Payments to be paid by you for your home**

The weekly payments for your home at the start of this Tenancy are made up as follows:

- (i) net rent of £
- (ii) service charge £

Total weekly rent £ (the "Rent")

Please note that the above amounts are subject to change in accordance with this Tenancy.

**Total weekly payment due from you to us**

£

The Rent (which includes the net rent and service charge) is due weekly in advance and is payable on a Monday.

If this tenancy does not start on a Monday then the first payment due will be a proportion of the total weekly Rent calculated from the start day to the following Sunday. Thereafter the full total weekly payment will be due and payable in advance on Monday each week.

**Former Occupancy Arrears**

You agree that as at .....\* being the date the occupancy of [insert address of former occupancy]\* ended there were occupancy arrears of £.....\* ("Former Occupancy Arrears").

You must also pay us the Former Occupancy Arrears at the rate of <...£insert amount...> a week.

This is in addition to the Rent payable for your home. The amount and period of instalments may be varied from time to time by agreement between you and us.

**Services provided by us**

We shall provide you with the services listed below (the "Services" for which you will pay the service charge ("service charge"). If no services are provided no service charge will be payable as part of the Rent.

**Tenant initials:**

Communal Cleaning	
Window Cleaning	
Communal Laundry Service	
Estate & Grounds Maintenance	
Communal Services	
Door Entry Systems	
Fire Alarm, Extinguishers & Smoke/ Heat/ Carbon Monoxide Detectors	
Lift Services	
Waste & Cleansing	
Communal Aerial	
Pest Control	
Sheltered Service Charge	
Community Call Service	
Heating Charge	
Lift maintenance	

**Permitted number of residents**

The maximum number of people allowed to live at your home is .....

**The Tenancy**

Your tenancy begins on ..... (the Tenancy Start Date) until the next Sunday. Thereafter your tenancy will run from Monday to Sunday each week until it is ended.

This is an assured shorthold periodic tenancy within the meaning of Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996). The terms of your tenancy are set out in this Tenancy.

This agreement will be reviewed within 12 months. If in our opinion you have conducted the Tenancy in a satisfactory manner during the 12 month probationary period we will consider offering to grant you a new Assured (shorthold) Fixed Term tenancy of your home (which will be for a minimum fixed term of 2 years).

If we decide to offer you a new tenancy we will invite you to sign a new tenancy agreement for your home. Signing of any new tenancy agreement will be an implied surrender of this Tenancy with immediate effect.

If in 12 months time we are not satisfied with your

**Tenant initials:**

conduct of this Tenancy we may extend the probationary period for up to a further 6 months or, if we have not already, take steps to recover possession of your home.

At the end of any extended probationary period, depending on your conduct, we will decide whether to offer you a new Assured (shorthold) Fixed Term tenancy of your home (which will be for a minimum fixed term of 2 years) or, if we have not already, take steps to recover possession of your home.

**I confirm that the following people will be living with me in my home:**

First names(s)	Surname	Date of Birth	Sex M/F	Relationship to you	Immigration Status	Date of Check
Tenant						

(the "lawful occupiers")

**You agree to:**

- **notify us immediately if during the Tenancy the immigration status of any of the lawful occupiers changes from that recorded in the above schedule;**
- **not to permit anyone other than the lawful occupiers to occupy your home without our prior written consent.**

**Failure to comply with the above obligations will be a breach of this Tenancy. We may carry out 'Right to Rent' or similar checks against ALL adults living in your home.**

## DATA PROTECTION

We are a data controller under the Data Protection Act 1998 and conform to the requirements of that Act. The information that you are providing will be used in connection with the management and administration of residential property let by us, which may include us contacting you in relation to services that may be of benefit, interest or assistance to you in relation to your Tenancy or your relationship with us.

By signing this Tenancy, you consent to us disclosing any relevant personal information (but not sensitive personal data) about you to relevant third parties. Any disclosure made by us will only be for the purpose of administering the tenancy or otherwise as provided for by law and will be in accordance with the data protection legislation and our policies on disclosure of information and confidentiality.

**We are regulated by the Homes & Communities Agency (or any official body which replaces it) and comply with its housing management guidelines.  
These guidelines apply to your Tenancy.**

## SECTION 1 - GENERAL TERMS

It is agreed as follows:

### 1 Your home

- 1.1 If you occupy a house or a bungalow, your home's fixtures and fittings and any garden, paths, hedges, and/or fences, garages and outbuildings owned by us form part of your home.
- 1.2 If your home is a flat or maisonette, it forms part of a building owned by us (the "Building") which includes shared communal areas such as (but not limited to) any stairways, lifts, communal gardens, balconies, landings, washrooms and parking areas (the "Communal Areas"). Your home and the Building form part of adjoining land owned by us (the "Estate").
- 1.3 This tenancy is not covered by the Contracts (Rights of Third Parties) Act 1999. This means nothing in this Tenancy shall give any other person any benefit or the right to enforce any term of this Tenancy. You and us may vary or end this Tenancy without being required to obtain the consent of any other person or third party.

### 2 Payments for your home

- 2.1 The weekly Rent for your home (including any service charge) at the start of your Tenancy is set out on page 2.
- 2.2 The payment of Rent (including any service charge) is due in advance on Monday of each week.
- 2.3 If this tenancy starts on a day other than a Monday the first period of this tenancy will be from today's date to midnight on the following Sunday. Second and subsequent periods of this tenancy are from week to week commencing on the Monday immediately after the end of the first period. The rent and other charges are payable in advance and the first payment shall represent the first period and the week following.

### 3 Payment of Former Occupancy Arrears and/or other debts

- 3.1 You agree to pay off in weekly instalments any Former Occupancy Arrears you owe to us when your Tenancy starts. The amount you must pay is set out on page 2. If you do not make the payments, we may start court proceedings to end your Tenancy.
- 3.2 If you are in arrears of Rent or other charges or if you owe us any recharges in respect of your home or have any Former Occupancy Arrears, then we will apply any payments made by you to us to clear those arrears or recharge debts first, before applying the payments to any new amounts owed.

#### **4 Services**

- 4.1 We will provide the services for which you pay the service charge as set out on pages 2 & 3.
- 4.2 We may, after consulting the tenants affected, make changes to the services we provide (by increasing, adding to, removing, reducing, or varying the services provided) or introduce new services (for which a new service charge may be required). The services will only be varied for good reason, such as the service no longer being needed on the estate, or difficulties in employing contractors, or health and safety problems or enhancing security for example such as CCTV or regulating parking or because of a change in the law. These changes may affect the amount of service charge you have to pay.

#### **5 Changes in Rent (including Service Charge)**

- 5.1 We may increase your Rent (which includes the service charge) on the first Monday in April after your tenancy is granted. We will give you at least one calendar month's notice in writing of the increase. You will be given a notice setting out your new payments.
- 5.2 After the first Rent increase, we may increase your Rent (inclusive of service charge) in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988. We will give you at least one calendar month's written notice of the rent increase and the notice will set out your new Rent payments.
- 5.3 The revised Rent will be the amount specified in the Rent increase notice unless you refer the notice to a First Tier Tribunal who can then decide how much Rent you should pay. The amount the First Tier Tribunal decides upon will be the maximum amount you have to pay for the following year.
- 5.4 We may also increase your Rent (on one month's written notice to you):
- (i) If the services change in accordance with clause 4.2; and/or
  - (ii) In accordance with any policy we have in place dealing with higher-income earning households. You will be required to cooperate with us to provide financial records and information as detailed in our policy. Failure to cooperate may result in an increase in your Rent to a higher band.
- 5.5 We are subject to guidance from our Regulator on the level of rent charges and annual changes in rent.
- 5.6 You agree that we may run credit reports and other verification checks to establish the financial status, immigration status and identification of you and your household and to prevent and detect tenancy and other fraud.

## 6 Changes in other charges

We will tell you how much your other charges are at the same time and in the same way as your rent.

## 7 Service of notices and charges for breach notices

7.1 This clause gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices and any other communication relating to this Tenancy Agreement, is the address set out on page 1 of this Tenancy.

7.2 Any legal notice, or any other communication relating to this Tenancy, will be validly served on you if posted or delivered to, or left at your home or last known address. We may also validly serve notices upon you electronically where you have given us an email address, or other digital address with which we can communicate with you electronically.

7.3 Where you are in breach of one of your obligations under this Tenancy (for example where you have not kept your garden tidy), we may charge you our reasonable costs/administration charge, reasonably incurred for sending notices to you reminding you of your responsibilities. Such costs/administrative charge will only be imposed where you have not rectified a breach after an initial warning from us, so that we need to send you a further warning. If you fail to remedy any breach of one of your obligations under this Tenancy we are also entitled to remedy the breach in default and charge you for the cost of rectifying such breach.

## 8 Altering this Tenancy Agreement

8.1 We can change your Rent and other charges and the services as explained above.

8.2 This clause and clauses 12, 13, 52, & 53 can only be changed if we both agree in writing.

8.3 Any other amendments must be made either by us both agreeing in writing or in accordance with clause 8.4.

8.4 In order to alter the terms of this Tenancy in accordance with this clause, we must:

(i) Write to you, setting out the proposed alterations to the Tenancy and giving you such information as we consider necessary to explain why the changes are being proposed and what effect they will have on you.

(ii) Allow you a reasonable period of time to make representations about the proposed changes.

(iii) Consider any representations made by you during that period.

(iv) Write to you setting out the alterations that will be made to the Tenancy and giving you such information as we consider necessary to explain why the changes are being made, what effect they will have on you, and when they will come into effect.

8.5 We may also be able to make other changes to this Tenancy if future changes in the law allow us to.

## **9 Termination of the Tenancy if You Do Not Agree to the Proposed Alterations**

If you do not wish to continue this Tenancy as amended in accordance with clause 8 you may, at any time before the change comes into effect, give us four weeks written notice of your intention to end the Tenancy.

## **10 Automatic Termination of Associated or Garage Agreements**

Upon termination of this Tenancy (by whatever means) any agreement or licence or tenancy between you and us for purposes associated with your home or for the use of a garage will automatically terminate at the same time as this Tenancy (provided such other agreement does not have statutory protection) unless we agree otherwise in writing.

## **11 Vermin & Pests**

We will arrange for clearance of any vermin or pests in communal areas (e.g. rats, fleas) and you may be recharged if such infestation was caused by you. However you will be responsible for arranging and paying for clearance of any vermin or pest infestations within your home (e.g. fleas, bedbugs, rats, cockroaches).

## **SECTION 2 - OUR OBLIGATIONS TO YOU**

We agree:

### **12 Possession**

To give you possession of your home at the start of the Tenancy.

### **13 Tenant's right to occupy**

Not to interrupt or interfere with your right to live peacefully in your home except:

- (i) if we need to come into your home to inspect its condition or to carry out any repairs or works or otherwise require access in accordance with this Tenancy; or
- (ii) if we are entitled to possession of your home at the end of your Tenancy;
- (iii) if we believe your home has been abandoned and we need access to secure your home.

### **14 Repair of structure and exterior**

To keep in repair the structure and exterior of your home and the Building including:

- (i) The roof but not including any TV aerial or satellite equipment erected other than by us;
- (ii) Outside walls, outside doors, door furniture, window sills, window frames and glass including necessary outside painting and decorating unless you must carry out these repairs under clause 34 and 35;
- (iii) Internal walls, plasterwork, door and door frames but not internal painting and decoration if you must carry out these repairs under clauses 34, 35 and 36;
- (iv) Chimneys and flues;
- (v) Pathways, steps or other means of access;
- (vi) Garages and stores (where provided by us).

**15 Repair of installations**

To keep in repair and proper working order any installations in your home provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity, including kitchen and bathroom fixtures, sinks, baths and toilets.

**16 Repair of Communal Areas**

To keep in repair and proper working order all Communal Areas and installations to Communal Areas including entrance, halls, stairways, lifts, landings, passageways, rubbish chutes.

**17 External decorations**

To keep the outside of your home and any shared parts in a reasonable state of decoration.

**18 Housing management**

To provide you with information on our housing management policies.

**SECTION 3 - YOUR OBLIGATIONS**

**You agree:**

**19 Possession**

To take possession of your home at the start of the Tenancy and occupy your home as your only and principal home. If you have a joint tenancy, at least one of you must occupy the home as your only or main home.

## 20 Rent & Other Charges

- 20.1 To pay your Rent (inclusive of service charge) and any other charges each week in advance.
- 20.2 To pay any charges reasonably incurred by us as a result of you breaching your Tenancy.
- 20.3 It is your responsibility to pay the Rent whether you are entitled to benefits or not. If you are in receipt of benefits and they are reduced, suspended or stopped it is your responsibility to ensure the Rent is paid in full.

## 21 Outgoings

- 21.1 To pay all the bills that relate to your home including water charges and electricity and gas and other costs whether metered or billed.
- 21.2 To pay your share of any maintenance costs relating to septic tanks which serve your home including emptying and servicing on an annual basis.

## 22 Use of your home

- 22.1 That neither you, nor your visitors nor any person living with you, shall operate a business or trade in your home, the Building or the Estate without first getting our written permission plus all necessary consents such as planning permission, insurance and licences.
- 22.2 Any consent given to you by us may have reasonable conditions attached to it which you must comply with.
- 22.3 If permission is given to you, your visitors or any person living with you, to carry out a business or trade in your home, it must not cause or be capable of causing a nuisance or annoyance to other people in the Estate.
- 22.4 That neither you nor members of your household or your visitors will use or threaten to use your home, the Building and/or the Estate for any illegal, immoral or unlawful purpose. This includes but is not limited to:
  - (i) Prostitution;
  - (ii) Cultivating, manufacturing, selling, conspiring to steal, using, possessing and/or dealing in illegal drugs or substances;
  - (iii) Holding unlicensed firearms or illegal weapons; or
  - (iv) Handling or storing stolen or counterfeit goods.

## 23 Communal Areas

- 23.1 That neither you, nor any member of your household nor any other visitor to your home will obstruct or keep or leave rubbish, dangerous materials and belongings (including but not limited to seasonal items, furniture, bicycles, prams, pushchairs, mobility scooters buggies or aids, quad bikes and other mechanical or electrical toys, flower pots, mats, shoes, trampolines, swimming pools, barbeques, items for use of your business) which could constitute a health and safety risk on or in the Building and/or the Communal Areas.
- 23.2 Not to place or leave any possessions including, without limitation, seasonal items, furniture, bicycles, prams, pushchairs, mobility scooters buggies or aids, quad bikes and other mechanical or electrical toys, flower pots, mats, shoes, trampolines, swimming pools, barbeques, items for use of your business, or rubbish, on or in the communal areas (such as stairs, lifts, landings, entrance halls, communal balconies, communal cupboards, storage areas, electrical cupboards, communal gardens or parking and garage areas).
- 23.3 That neither you nor any member of your household nor any other visitor to your home will smoke in the Building and/or the Communal Areas.
- 23.4 That you, members of your household and visitors will use any communal facilities fixtures and fittings in the Building and/or Communal Areas with due regard for the safety and convenience of other residents and their visitors.
- 23.5 That you, members of your household and visitors will keep any Communal Areas in a clean condition, except where we provide a cleaning service for which you pay a Service Charge.
- 23.6 That neither you nor any member of your household or any other visitor to your home will use the electrical power points in the Communal Areas and/or the Building for your own power supply purposes or for the charging of any items including mobility scooters, unless it has been designated as a communal charging point.

## 24 Nuisance

- 24.1 That you, your visitors or any person who lives with you, will not do or threaten to do anything which causes, or is capable of causing a nuisance and/or annoyance to other tenants of properties on the Estate, any person visiting or engaging in a lawful activity on the Estate or any of our employees, contractors or agents.
- 24.2 You are responsible for the behaviour of any person living in/or visiting your home when they are in your home and/or in the Building and/or on the Estate.
- 24.3 Examples of what might constitute a nuisance or annoyance include (but are not limited to):
- (i) Verbal or physical abuse;

- (ii) Unreasonable noise such as playing loud music, shouting or screaming, revving car or motorcycle engines, banging on party walls floors or ceilings, throwing furniture or other items about causing noise;
- (iii) Intimidation or threatening behaviour;
- (iv) Criminal damage to ours or neighbours property including graffiti;
- (v) Taking part in criminal activity including drug dealing and arson;
- (vi) Carrying out car repairs in Communal Areas or on other land belonging to us;
- (vii) Leaving unroadworthy or untaxed vehicles including SORN vehicles on the Estate;
- (viii) Dumping or hoarding rubbish either in Communal Areas (including bin areas) or in your own garden including items of household furniture or appliances or car parts;
- (ix) Keeping your home or garden in an untidy state so that it is an eyesore or attracts vermin or causes an odour or nuisance;
- (x) Hanging laundry on balconies or out of windows such that it is an eyesore;
- (xi) Urinating, defecating, vomiting or spitting in communal areas including lifts and stairwells;
- (xii) Allowing your animals to foul common areas or cause a noise nuisance to your neighbours;
- (xiii) Using dogs or other animals to intimidate others.

## 25 **Racial and other harassment**

That you, your visitors or any person who lives with you, will not commit, any harassment, or threat of harassment, on any grounds including race, colour, belief, ability, religion, age, sex, sexual orientation, gender, physical or mental disability or culture that may interfere with or is likely to interfere with the peace and comfort of, or cause offence to, any person on the Estate or to any of our tenants, employees, agents or contractors.

## 26 **Noise**

26.1 That you, your visitors or any person who lives with you will not make any noise in your home which causes or is capable of causing any nuisance or annoyance to any person on the Estate or to any of our tenant, employees, agents or contractors or which can be heard outside your home.

26.2 Examples of what might constitute a nuisance or annoyance include (but are not limited to):

- (i) Loud radios television, electronic equipment or musical instruments;
- (ii) Shouting;
- (iii) Banging and slamming of doors;

(iv) Unreasonable “do-it-yourself” works.

**27 Drugs, Offences, Terrorism**

- 27.1 That neither you nor any member of your household or visitors will cultivate, use, sell or supply illegal drugs in your home, the Building and or the Estate.
- 27.2 That neither you nor any member of your household or visitors will keep a firearm, nor other weapon whether legal or illegal in your home, the Building and/or the Estate.
- 27.3 That neither you nor any member of your household or your visitors will commit or take part in or collude or joint enterprise in a criminal offence in your home, the Building and/or the Estate.
- 27.4 That neither you nor any member of your household will take part in or encourage or promote any terrorist activity.

**28 Assaults & Abuse towards us & our Staff**

- 28.1 That neither you nor members of your household or visitors will (physically, verbally or in writing) hinder, obstruct, harass, intimidate, stalk, threaten, abuse or assault any of our employees, agents or contractors. This includes but is not limited to being abusive, harassing or bullying via digital media or making vexatious complaints
- 28.2 That neither you nor members of your household or visitors will make any public defamatory or deliberately misleading comments about us, or our staff, contractors or agents, including via digital media.

**29 Domestic violence**

- 29.1 That you, your visitors or any person who lives with you will not threaten, abuse or commit any act of violence against:
- (i) any other person living in your home, including a joint tenant; and/or
  - (ii) any current or former partners; and/or
  - (iii) their friends and family.
- 29.2 If any member of your household has left because of violence or threats of violence towards them or a member of their family who was living with them, and we are satisfied that the person who has left is unlikely to return, we may take action to regain possession of your home.

### 30 **Gang Membership**

That neither you nor any member of your household will become a member of a gang or allow a member of a gang to visit your home.

By 'gang' we refer to the definition used in Section 34 of the Policing and Crime Act 2009 (as amended) or such subsequent definition as may replace it.

### 31 **Gardens**

- 31.1 Keep any garden, drive or pathway that forms part of your home, well maintained and in a good condition. Hedges and trees should be kept trimmed and must not hang over public rights of way such as paths; and
- 31.2 Ensure you do not allow rubbish, disused equipment, household items and other waste to be kept in or around the garden at your home, or in the Communal Areas or on the Estate; and
- 31.3 Ensure that any garden path, shed, store, greenhouse, or other structures which are your responsibility are kept in a good state of repair and decoration; and
- 31.4 To maintain the fencing around your home except for boundary fencing next to a road, footpath or Communal Area. You must not alter, move, or otherwise interfere with the existing boundaries of your home. Further information about this is in your Tenant's Handbook.
- 31.5 To maintain any gate in the fence line, except those that back onto a public path or highway which we will maintain. We would not normally carry out gate replacement to any other gates.

### 32 **Pets**

- 32.1 To obtain our written consent before keeping a dog or any other animal in your home. We will not unreasonably refuse or delay giving consent. By animal we mean any mammal, reptile, bird, amphibian, insect or fish, whether wild or tamed or domesticated.
- 32.2 Where we give written consent, you agree:
  - (i) the animal will be kept under control at all times;
  - (ii) that the animal will not cause nuisance, annoyance, harm or damage to any other person or property;

- (iii) not to breed or keep any dogs listed in the “Dangerous Dogs Act” or weapon dogs, either in your home or anywhere on the Estate or Communal Areas;
- (iv) not to mistreat any animal or keep any animal in poor or unsanitary conditions in your home or in the garden or in the Communal Areas or in your neighbours homes and gardens;
- (v) To ensure that you comply with any legislation applying to your animal(s) such as, but not limited to, micro chipping of dogs;
- (vi) To provide and maintain secure fencing for your garden to keep any animals safely inside your garden.

32.3 To ensure your pet does not annoy or frighten other people or foul in the Building or on the Estate. If the animal does foul in any part of the Building and/or on the Estate, you agree to remove the waste and clean the area.

32.4 We may withdraw our consent and require you to remove the animal if we receive complaints that the animal has been causing a nuisance or annoyance, harm, damage, or public or environmental health hazard. Except in cases involving serious harm or damage, before requiring you to remove the animal we will give you warning that complaints about the animal have been made and give you a reasonable opportunity to stop the animal causing further nuisance and annoyance.

32.5 Consent will NOT normally be given for keeping dogs in flats, which do not have individual private gardens.

32.6 To keep under control any animals belonging to your visitors whilst they are in your home, the Building or anywhere on the Estate.

### **33 Gas appliances**

Not to put in, alter, or paint any gas appliances, pipework or flues unless we agree in writing. All gas appliances must be installed by an accredited engineer on the Gas Safe Register (or its official successor) and a relevant safety certificate must be sent to us within 20 days of completing the work.

### **34 Internal decoration**

To keep the inside of your home in a good and clean condition, and to decorate it as often as necessary to keep the inside of your home in good decorative order. At the end of the Tenancy your home must be returned to us in as good a state of repair and decoration as when it was let to you (fair wear and tear excepted).

### 35 Damage and Repairs

- 35.1 That you, your visitors or any person living with you or any pets will not cause damage to, and will take every reasonable precaution to prevent damage to your home, the Building and/or the Estate (including but not limited to damage by condensation, frost, fire, or explosive materials).
- 35.2 That you are responsible for any works (including but not limited to installing, maintaining, improving, repairing, replacing, cleaning, clearing, removing, disposing of and/or making good) (“Works”) required to your home, the Building and/or Estate which are not our responsibility and/or result from any damage or neglect if caused by you, any person living with you and/or your visitors and/or pets.
- 35.3 Examples of works required that are your responsibility, include but are not limited to:
- (i) adjusting doors to enable them to fit easily when carpet has been laid;
  - (ii) repairs to appliances, fixtures, fittings, extensions and additions that have been installed, with or without permission, by you or by a person who assigned the Tenancy to you or by a person you succeeded the Tenancy from, unless formally adopted by us;
  - (iii) replacing lost or damaged keys (except sheltered schemes, where there may be a charge);
  - (iv) replacing damaged locks (except sheltered schemes, where there may be a charge);
  - (v) filling small plaster cracks;
  - (vi) replacing light bulbs;
  - (vii) removing blockages to drains;
  - (viii) fixing toilet seats;
  - (ix) repairing TV aerials or satellite dishes (unless communal) and any damage to property or neighbouring property caused by their installation;
  - (x) replacing electric plugs and fuses;
  - (xi) replacing plugs and chains to sinks, washbasins and baths and tap washers;
  - (xii) cleaning smoke detectors and carbon monoxide detectors and replacing batteries;
  - (xiii) testing smoke detectors and carbon monoxide detectors weekly;
  - (xiv) repairing accidental damage to sanitary fittings;
  - (xv) repairing boundary fences between your home and another property;
  - (xvi) fixing broken glazing;
  - (xvii) repairs to your home required because of a fire caused by an act or omission by you, including un-extinguished cigarettes, faulty wiring installed

by you or someone at your behest, candles, or other naked flames or bonfires;

- (xviii) repairs to your home required because of a flood caused by an act or omission by you, including water escaping from appliances, damage caused as a result of failure to report minor repair that leads to greater damage, overflowing sinks or baths and any unauthorised works to pipes and sanitary ware that results in an escape of water;
- (xix) preventative works to protect your home from damage caused by fire, condensation, frost or water;
- (xx) preventative works to protect your home from condensation, (which can cause damage to the fabric of your home) including wiping down condensation, and heating and ventilating your home and following any additional advice we may provide you with from time to time.

A full list of the items of repair for which you are responsible can be found in the Tenants Handbook provided with this Tenancy and which may be updated from time to time.

## **36 Alterations & Improvements**

Not to make any alterations, additions or improvements to your home, the Building and/or the Estate areas. This includes but is not limited to laying laminate flooring.

## **37 Fire Prevention & Fire Safety**

- 37.1 Not to keep or hoard anything in your home, any garage, the Building and/or on the Estate which may be combustible and/or is particularly likely to catch fire or explode. You must not use paraffin or Calor gas heaters or gas cylinders or camping cookers or table top fires and gel fuels including bio ethanol burners inside your home, the Building and/or on the Estate.
- 37.2 Not to tamper with and/or damage gas, electricity or water supplies or meters, smoke detectors, carbon monoxide detectors, fire extinguishers, fire alarms, or other fire equipment, security or safety equipment including self-closing door devices, communal digital TV aerials or any other shared equipment or any other emergency alarm equipment provided by us in your home, the Building and/or on the Estate.
- 37.3 Not to block any shared stairways or passages or store your possessions under any open shared stairways or in any open recesses in Communal Areas.

### 38 Failure to carry out Works

- 38.1 If you breach your responsibilities to carry out Works under this Tenancy, we shall be entitled to serve a notice on you telling you what you must do to put right the breach. You must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard. If you do not do so we shall be entitled to put right your breach and you shall pay to us our reasonable costs of doing so within 28 days of us requesting payment from you.
- 38.2 If you do Works in response to a notice served on you by us, we shall be entitled to inspect what you have done. If what you have done is not of a reasonable standard then we may do whatever is necessary to bring it up to a reasonable standard and you shall pay to us our reasonable costs of doing so within 28 days of us requesting payment from you.
- 38.3 This clause applies to Works required resulting from your breach of this Tenancy, which includes (but not limited to) the following clauses:
- (i) maintaining your garden (clause 31);
  - (ii) undertaking repairs that are your responsibility (clauses 23, 34 and 35);
  - (iii) repairing any damage caused that you are responsible for repairing (clauses 23, 34 and 35);
  - (iv) undertaking any improvements or alterations (authorised or otherwise) (clause 36) your parking obligations (clause 41) (such Works may include removing your vehicle).

### 39 Reporting disrepair

To report to us promptly any repairs for which we are responsible in your home, the Building and/or on the Estate.

### 40 Access

- 40.1 To allow our employees or contractors into your home at reasonable times and with reasonable notice to inspect the condition of your home or any installations (including gas installations and annual servicing of gas appliances) or to carry out repairs or other works to your home or nearby property or for the management of the Tenancy or for the management of the Building and/or Estate. We will normally give at least 24 hours' notice but this may not be possible in an emergency.
- 40.2 To allow us access during the last 4 weeks of the Tenancy to undertake an end of

tenancy inspection and to enable prospective tenants to view the property accompanied by one of our representatives. We will give at least 24 hours' notice that access is required for such purpose.

- 40.3 That if we agree an appointment date with you for any of the reasons set out above, and you do not allow access to us, our employees, agents and/or contractors on that date, then you shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access, within 28 days of us requesting payment from you.
- 40.4 If you do not allow us into your home when we have given you reasonable notice, we may take court action to gain access. In an emergency we may need to force immediate entry.
- 40.5 If you live in accommodation that uses a Master Key system you agree that we can gain access to your home for emergency purposes using the Master Key that we retain, for example in sheltered accommodation.

#### **41 Parking and garages**

- 41.1 That you, your visitors, nor anyone who lives with you will not park any motor car, motor cycle or moped ("Motor Vehicle") anywhere at your home, the Building and/or on the Estate unless it is roadworthy, taxed and insured, and is parked:
- (i) in any private garage granted as part of your home (if any); or
  - (ii) in any designated parking space (where these exist); or
  - (iii) in any shared car park (where these exist); or
  - (iv) at your home on any hardstanding (with access to a dropped kerb where you have obtained all the necessary approvals and/or planning permission and only where the Motor Vehicle is a safe and appropriate size and weight to use the hardstanding);
  - (v) legally and not in breach of any restrictions on how you can use your home under this Tenancy.
- 41.2 If you or members of your household, or your visitors' park on land other than as permitted above, they do so at their own risk.
- 41.3 That you, your visitors or anyone who lives with you will park with due care and consideration and not cause nuisance or inconvenience to other road users and pedestrians, without obstructing any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces on the Estate.

- 41.4 That we may give you specific or implied consent to use a designated parking space. You agree that our consent may be:
- (i) subject to reasonable conditions; and
  - (ii) limited to a specific time period; and
  - (iii) withdrawn by giving you 1 weeks written notice.
- 41.5 Not to build a parking space, without first getting our written permission and any other necessary permission, including any planning permission and building regulations consent you may need. It is your responsibility to find out if you need planning or other permission. If you do not get permission or do not do the work to our satisfaction, you must put things back as they were before.
- 41.6 Not to keep anything in any garage granted as part of your home that may be a fire risk or dangerous to health.
- 41.7 Not to park a commercial vehicle, caravan, motor home, mobility scooter, quad bike, boat, trailer or a vehicle which is over 3,500kg, anywhere on the Estate without our written permission.
- 41.8 To carry out only reasonable minor repairs to your household's (not other persons) private motor vehicle(s) in the parking areas you are permitted to use in accordance with clause 41.1 above. You must not break up vehicles, or carry out any repairs that cause a nuisance, annoyance or offence. This includes the use of paint-spraying equipment, hoists, welding equipment, or powered tools. You must not run a car repair business or sell cars or other vehicles or such items from your home or garage or Communal Areas or the Estate.
- 41.9 Not to keep mopeds or motorbikes inside your home or in the Communal Areas  
Mopeds and motorbikes must be parked only in accordance with clause 41.1 and 41.2 above.

## 42 Insurance

We will not insure your personal possessions. You are strongly advised to insure your personal possessions (which include your personal fixtures and fittings, furniture and effects) against loss or damage (including loss and damage from fire and flood). If you fail to do so and suffer a loss, you will be responsible for the cost of replacement.

## 43 Assignment

Not to assign (give or transfer) your Tenancy except by court order.

#### **44 Sub-Letting & Lodgers**

44.1 Not to part with possession or sub-let the whole or any part of your home.

44.2 Not to take in any lodgers.

#### **45 Overcrowding**

Not to allow more than the number of people shown on page 2 to live at your home.

#### **46 Sheltered accommodation**

The following conditions also apply if you live in sheltered accommodation for older people:

- (i) You must not change locks, or put in more locks unless we agree in writing first;
- (ii) If you live in a flat, you must not install a gas cooker unless we agree in writing. Tenants of flats who share an entrance or hallway will not be allowed to install a gas cooker;
- (iii) You must meet any age criterion that applies to the sheltered scheme or accommodation. If you are under the specified age requirement for the scheme it will be a breach of tenancy for which we can seek possession;
- (iv) You and your visitors must not misuse or damage the community alarm system.

#### **47 Estate Regulations & Superior Lease Requirements**

47.1 To comply with any specific regulations or restrictions that applies to your home. By way of example this might include restrictions in relation to the keeping of certain pets, vehicle restrictions or use of balconies.

47.2 If such restrictions/regulations apply to your home you will be given a copy of such restrictions/regulations which will override any conflicting clauses in this Tenancy.

#### **48 Owning/Renting Other properties & Changed Circumstances**

48.1 During this tenancy you must not (either solely or jointly) own or rent any other residential property which it would be reasonable for you to occupy. You must tell us if you own a residential property or have another residential lease or tenancy.

48.2 In deciding whether you may be in breach of this clause we will consider:

- (i) Whether the other property is fit to live in;

- (ii) what purpose the other property was acquired for;
- (iii) Whether the other property is suitable for your household's needs;
- (iv) Whether it would be reasonable for you to sell the other property.

**49 Absence from your home**

To tell us in writing, and if possible in advance, if you are or expect to be absent from your home for four weeks or more in a row. To provide us with your contact details whilst you are going to be absent.

**50 Moving out & goods left in your home**

- 50.1 You must give us vacant possession and return the keys of your home (including all window and other keys) at the end of the Tenancy (by no later than 12 noon on the final day). You must also remove from your home, garage and any Communal Areas (including storage or electrical cupboards) all of your furniture, personal possessions (including any floor coverings you have put down) rubbish and pets and leave your home and our fixtures and fittings in a clean and good lettable condition (subject to fair wear and tear). We do not accept any responsibility for anything you leave at your home at the end of your tenancy.
- 50.2 That if you do not return the keys (including all window and other keys) by 12 noon on the day this Tenancy ends you will pay to us an amount equivalent to the Rent due for the last week of the Tenancy; and the reasonable cost of changing the locks to your home and replacement locks and keys, within 28 days of us requesting payment from you.
- 50.3 That on the day this Tenancy ends, if you do not remove all personal possessions and rubbish and leave your home including our fixtures and fittings in a clean and good lettable condition, then you will pay our reasonable costs of carrying out such Works necessary (including storing or disposing of your goods) to put right your breach within 28 days of us requesting payment from you.
- 50.4 If you leave your home in a poor condition you must pay us for the cost of putting things right.
- 50.5 If you leave any items in your home or the communal areas at the end of your tenancy such goods shall be conclusively presumed to have been abandoned by you and we shall be immediately entitled to dispose of those goods either by sale, gift, destruction or as we otherwise see fit without liability to you for the goods.
- 50.6 We will be entitled to charge you for any reasonable costs we incur, in controlling, removing, storing or disposing of such goods.

- 50.7 We shall be entitled to use the proceeds of disposal (if any) of the goods towards settling any arrears of Rent or other monies that you owe to us and if there is any balance of proceeds of disposal after payment of any sums of money due from you to us such balance will be paid to you.

**51 Engagement with us & other agencies**

To meet with and work positively with us and all other agencies that are involved with or appointed to you. This includes attending or engaging with regular tenancy review meetings and allowing us access to discuss with you any matters which we consider necessary for the management of your Tenancy. This also includes providing us with information that we may ask for to assess the ongoing suitability of the accommodation for you.

**SECTION 4 - YOUR RIGHTS**

You have the following rights:

**52 Right to occupy**

- 52.1 You have the right to live in your home without interruption or interference from us during your tenancy (except for the obligation set out in this Tenancy to allow access for our employees agents or contractors).
- 52.2 Your right to live in your home is at risk if you do not:
- (i) Keep to the terms of this Tenancy; or
  - (ii) Respect the rights of other tenants and people in the neighbourhood.

**53 Tenure**

- 53.1 We can end this Tenancy by serving a notice under Section 21 of the Housing Act 1988.
- 53.2 We can also seek to end your assured shorthold Tenancy at any time, even during the first 6 months, by service of a notice relying on one or more of the grounds set out in Schedule 2 of the Housing Act 1988.
- 53.3 Non-compliance with Sections 1, 3, and 4 will constitute a breach of this Tenancy and we may seek to recover our reasonable costs and/or take enforcement action including seeking possession of the property.

**54 Cessation of assured tenancy**

If the Tenancy stops being an assured shorthold tenancy (for example if you do not live in the property as your only or principal home) we may end the tenancy by giving you four weeks' notice in writing.

**55 Right to information**

You have the right to information from us about:

- (i) the terms of your Tenancy;
- (ii) our repairing obligations;
- (iii) our policies and procedures on tenant consultation, housing allocation and transfers; and
- (iv) our performance as a landlord.

**56 Feedback and Complaints**

56.1 We have a feedback procedure that meets the requirements of the HCA (or its successor). We will give you details about our feedback procedure and update you if it changes.

56.2 If you feel your complaint has not been dealt with properly after following our complaints procedure to the end, you can then take your complaint to the designated person.

**57 Succession - general**

57.1 If you die, certain people as set out in clause 57.2 below, may take over your Tenancy. This is called 'succession'. This succession right does not apply if you have already taken over your Tenancy under this clause or a similar succession provision in another tenancy.

**57.2 People entitled to succeed to the Tenancy**

- (i) If you are a joint tenant and you die then the Tenancy can continue in the name of the remaining tenant.
- (ii) If you are not a joint tenant and you die (and provided you were not already a successor yourself), the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided they lived with you in your home as their principal or only home at the time of your death.

**TENANT STATEMENTS**

I/we confirm that I/we have received ..... keys to my home.

I/we do not own or part-own any legal interest (including a tenancy) in another home.

The information I/we have given in the housing application form to Red Kite Community Housing Ltd or any nominating authority/organisation, and any other information I/we have given in relation to this Tenancy, is true and remains true.

I/we understand that if I/we (or anyone acting on my/our behalf) made a false statement, whether knowingly or recklessly, which has resulted in you offering me/us this Tenancy, you have the right to ask the Court to end my/our Tenancy.

I/we have read and understood this tenancy agreement and I/we agree to comply with the terms set out above. I/we understand that if I/we breach any of the terms of this Tenancy then Red Kite Community Housing Ltd may take possession action against me/us and I/we may lose my/our home.

**SIGNATORIES**

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

**Full name:** .....

**Signed by the Joint Tenant:** .....

**Full name:** .....

**Date:** .....

**Signed on behalf of Red Kite Community Housing Ltd:** .....

**Date:** .....

**Name:** ..... **Post held** .....