

CESSA Housing Association

ASSURED NON-SHORTHOLD TENANCY AGREEMENT

(January 2018 version)

THIS TENANCY AGREEMENT IS BETWEEN

Name and address of Association

The Church of England Soldiers', Sailors' and Airmen's Housing Association ('the Association') of
1 Shakespeare Terrace,
126 High Street, Portsmouth, PO1 2RH
which is a housing association within the meaning of section 1 of the Housing Associations Act 1985 and a registered provider of social housing under section 111 of the Housing and Regeneration Act 2008.

Name of Tenant

and

..... ('the Tenant') (In the case of joint tenants, the term 'Tenant' applies to each of them and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this Agreement.)

Address

in respect of

..... ('the Premises')

Description of Premises

which comprises

.....

Charitable associations registered under the Co-operative & Community Benefit Societies Act 2014

The dwelling that is the subject of this tenancy is held by (the landlord in trust for) a charity that is an exempt charity.

The Tenancy

This Tenancy begins on for a month and thereafter monthly until brought to an end, and it is an assured non-shorthold tenancy the terms of which are set out in this Agreement.

GENERAL TERMS

1. It is agreed as follows:-

- Payments for the Premises**
- 1) (i) The monthly rent for the Premises inclusive of service charge) at the start of the tenancy shall be £.....
 - (ii) The monthly service charge at the start of the tenancy shall be £.....
 - 2) The payment of rent and service charge is due in advance on the **First** day of each month.
- Services**
- 3) (i) The Association shall provide the services and set out in the attached schedule for which the Tenant shall pay a fixed service charge.
 - (ii) The Association may, after consulting the Tenants affected, increase, add to, remove, reduce, or vary the services provided.
 - (iii) The Association will charge for services on the basis of reasonable costs incurred during the previous accounting period and estimates for the current or next account period.
 - (iv) The Association may establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the service charge account in the foreseeable future.
 - (v) The cost of services shall be apportioned equally between all the properties concerned except as provided below:
 - a. 2/3 Person flats will be charged 1.5 times that of a 1 person flat.
- Changes in Rent and service charge**
- 4) (i) During the first year after the grant of this Tenancy the Association may vary the Rent once only by giving the Tenant one calendar month's notice in writing. The notice shall specify the Rent proposed.
 - (ii) Thereafter the Association may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 vary the Rent by giving the Tenant not less than one calendar month's notice in writing. The notice shall specify the Rent proposed. Any changes shall take effect on 1st April annually. The revised Rent shall be the amount specified in the notice of increase unless the Tenant refers the notice to a First-Tier Tribunal to have a market rent determined. In that case the maximum Rent payable for the following year shall be the rent so determined.
 - (iii) The fixed service charge shall be increased or reduced at the same time as the Rent and using the same procedure.

- Service of notices**
- 5) (i) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Association for the receipt of legal notices, and any other communication arising from this Agreement, is
- 1 Shakespeare Terrace
126 High Street
Portsmouth
PO1 2RH
- (ii) Any legal notice, or any other communication arising from this Agreement, shall be validly served on the Tenant if posted or delivered to the Premises. It is the responsibility of the Tenant, if absent for any length of time, to make arrangements for the collection or forwarding of mail.
- Altering the agreement**
- 6) With the exception of any changes in Rent or service charges, this Agreement may be altered only with the consent in writing of both the Tenant and the Association.

THE ASSOCIATION'S OBLIGATIONS

2. The Association agrees:-

- Possession**
- 1) To give the Tenant possession of the Premises at the commencement of the Tenancy.
- Tenant's right to occupy**
- 2) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where –
- (i) access is required subject to reasonable notice, to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property, or
- (ii) the Association is entitled to possession at the end of the Tenancy.
- Housing Management**
- 3) To provide the Tenant with information on its housing management policies.
- Repair of structure and exterior**
- 4) To keep in repair the structure and exterior of the Premises including –
- (iii) drains, gutters and external pipes;
- (iv) the roof;
- (v) outside walls, outside doors, windowsills, window catches and window frames including necessary external painting and decorating;

- (vi) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards;
- (vii) pathways, steps or other means of access;
- (viii) plasterwork;
- (ix) integral garages and stores;
- (x) boundary walls and fences;

Repair of installations

- 5) To keep in repair and proper working order any installation provided by the Association for space heating, water heating and sanitation and for the supply of water, gas and electricity, including-
- (xi) basins, sinks, baths, toilets, flushing systems and water pipes;
 - (xii) electric wiring including sockets and switches, gas pipes and water pipes;
 - (xiii) water heaters, fireplaces, fitted fires and central heating installations.

Repair of common parts

- 6) To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers of and visitors to the Premises.

External decorations

- 7) To keep the exterior of the Premises and any common parts in a good state of decoration and normally to decorate these areas once every 5 years or as required.

Succession to partner

- 8) On the death of a sole Tenant who is not a Successor, that the Tenancy shall pass to the Tenant's spouse, civil partner, or other partner provided that he or she occupies the Premises as his or her only or principal home at the time of the Tenant's death.

A Successor is:

- (a) a Tenant by survivorship when one of two or more joint Tenants has died; or
- (b) a partner in whom the Tenancy was vested under this clause; or
- (c) a person that would have been entitled to succeed had the previous Tenant died and to whom the Tenancy was assigned under clause 3(14);

THE TENANT'S OBLIGATIONS**3. The Tenant agrees:-**

- Possession**
- 1) To take possession of the Premises at the commencement of the Tenancy and not to sub-let or part with possession of the Premises or any part of it.
 - 2) To pay the Rent and service charge monthly in advance.
- Rent Outgoings**
- 3) To meet all outgoings applying to the Premises for which the Tenant is responsible, including water charges and electric and other costs whether prepaid or billed.
- Use of Premises**
- 4) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises.
- Nuisance**
- 5) Neither to cause, nor to allow members of his or her household or visitors to cause, a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent, employee or contractor of the Association.
- Racial and other harassment**
- 6) Neither to commit, nor to allow members of his or her household or invited visitors to commit, any harassment, or threat of harassment that may interfere with the peace and comfort of, or cause offence or harm to, other persons in the neighbourhood or to any tenant, employee, agent or contractor of the Association. Note: harassment in this context is as defined in the Equality Act 2010 and quoted in the Organisation's policy T2 - Anti-social behaviour involving tenants.
- Noise**
- 7) Neither to play, nor to allow to be played, any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood. The Tenant is reminded that noise is likely to be a particularly sensitive issue between the hours of 11.00pm and 7.30am.
- Pets**
- 8) Not to keep pets e.g. any type of dog or cat. Fish and small caged birds may be kept.
- Use of shared facilities**
- 9) To keep shared facilities such as laundry equipment, communal kitchen equipment and bath and shower rooms clean after personal use.
- Heating equipment**
- 10) Not to install or use room and space heating equipment which uses liquid fuel of gas, or which has open electric elements.
- Oxygen**
- 11) Not to smoke in a flat when bottled oxygen is kept in that flat.
- Internal decoration**
- 12) To keep the interior of the Premises in good and clean condition and to decorate all internal parts of the Premises as often as is necessary to keep them in good decorative order.

- Damage** 13) To make good any damage to the Premises or the Association's fixtures and fittings or to the common parts caused by the Tenant or any member of the Tenant's household or any visitor to the Premises, fair wear and tear excepted, and to pay any costs reasonably incurred by the Association in carrying out such works in default.
- Reporting disrepair** 14) To report to the Association promptly any disrepair or defect for which the Association is responsible in the Premises or the common parts.
- Access** 15) To allow the Association's employees or contractors acting on behalf of the Association access at reasonable times and subject to reasonable notice to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. (The Association will normally give at least 24 hours' notice but more immediate access may be required in an emergency.)
- Roadways** 16) Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.
- Assignment** 17) Not to assign the Tenancy except in furtherance of a court order or with the written consent of the Association when exercising the right to exchange set out in clause 4(8) below or assigning the Tenancy to someone that would have been qualified under clause 2(8) or 2(9) above to succeed to the Tenancy had the Tenant died.
- Overcrowding** 18) Not to allow more than *[insert number here]* persons to reside at the Premises.
- Lodgers** 19) Not to take in any lodgers.
- Sub-letting** 20) Not to grant a sub-tenancy of the Premises or any part of the Premises.
- Absence from Premises** 21) To inform the Association, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for 2 days or more.
- Ending the Tenancy** 22) To give the Association at least one calendar month's notice in writing when the Tenant wishes to end the Tenancy.
- Moving out** 23) In accordance with the One Month's Notice of Termination of Tenancy form, to give the Association vacant possession and return the keys of the Premises at the end of the Tenancy and to leave the Premises and the Association's fixtures and fittings in good lettable condition and repair. This includes the removal all furniture (including carpets), personal possessions and rubbish; the Tenant is warned that if personal belongings are left behind the Landlord may pursue legal remedies for civil trespass as well as breach of Tenancy.

THE TENANT'S RIGHTS**4. The Tenant has the following rights:-**

- Right to occupy** 1) The Tenant has the right to occupy the Premises without interruption or interference from the Association for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Association's employees or contractors) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of others and neighbours.
- Tenure** 2) The Tenant shall remain an assured tenant so long as he or she occupies the Premises as his or her only or principal home. The Association can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 to the Housing Act 1988.
- Cessation of assured tenancy** 3) If the Tenancy ceases to be an assured tenancy the Association may end the Tenancy by giving one calendar month's notice in writing to the Tenant.
- Right to consultation** 4) The Association shall consult the Tenant before making changes in matters of housing management or maintenance that are likely to have a substantial effect on the Tenant.
- Right to information** 5) The Tenant has a right to information from the Association about the terms of this Tenancy and about the Association's repairing obligations, its policies and procedures on tenant consultation, housing allocation and transfers, and its performance as a landlord.
- Data protection** 6) The Association will use personal information supplied by the Tenant only for the purpose for which it was supplied; for purposes reasonably pursuant to the operation of the Association as a social landlord; or for purposes specifically sanctioned by data protection legislation (for example, for the prevention or detection of crime).
- Right to exchange** 7) The Tenant has the right to exchange this Tenancy with that of another tenant of a registered provider of social housing subject to the prior written consent of the Association, which shall be withheld only on specified grounds. This will include any right to exchange in that the incoming tenant(s) meet the referral criteria of the Association. Such an exchange shall be effected either by mutual assignment of the Tenancies or by surrender and re-grant of each Tenancy in accordance with the relevant legal and regulatory provisions.
- Complaints** 8) The Association shall establish a procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

If still dissatisfied after the complaints procedure has been exhausted, the Tenant has the right to refer the matter to the Independent Housing Ombudsman.

Signed on behalf of the Association

Signed by the Tenant

Date Signed by the Tenant

Privacy Statement

The up-to-date privacy notice available on the website and in the Tenant Policy Folder in each scheme tells you what to expect when CESSA HA processes personal information. CESSA HA is the Data Controller of all personal information that you provide.

