

Carlisle City Council

Report to:-	Chairman and Members of the Housing Consultative Group			
Date of Meeting:-	4 March 2002		Agenda Item No:-	
Public		Policy	Delegated: No	
Accompanying Comments and Statements				
		Required	Included	
Tenant Consultation:		Yes	Yes	
Environmental Impact Statement:		No	-	
Corporate Management Team Comments:		No	-	
City Treasurer's Comments:		No	-	
City Solicitor & Secretary's Comments:		Yes	Yes	
Head of Personnel Services' Comments:		No	-	
Title:-	Carlisle Housing Association - pROPOSED TENANCY AGREEMENT			
Report of:-	Director of Housing			
Report reference:-	H.018/02			

Summary:-

The report presents the final draft version of CHA's proposed tenancy agreement and explains how it was arrived at.

Recommendation:-

The portfolio-holder for Health & Well-Being is advised to recommend the Executive to note the proposed CHA tenancy agreement and the action required in section 1.4(c) in respect of service charges.

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H. 018/02

**Chairman and Members of the
Housing Consultative Group**

**Carlisle Housing Association -
Proposed Tenancy Agreement**

1. Background Information

1. The attached document (marked "*working draft 08.02.02*") represents the final draft version of the proposed tenancy agreement to be adopted by Carlisle Housing Association (CHA).
2. It is presented in the form of an **Assessed (Non-Shorthold) Tenancy** which is the standard type of tenancy offered by RSL in mainstream lettings.
3. As is normal practice in housing transfers the actual content of the RSL tenancy agreement is very closely modelled on the Councils' own agreement. This is to ensure that – except where the law dictates otherwise – the two agreements closely match each other and all rights (subject to the comments in 1.4 below) available to tenants pre-transfer are enshrined in the document post-transfer.
4. There are four principle areas of difference meriting further comment:

a. "Right to Manage"

1. This is a statutory right that exists for council tenants only and there is no equivalent "right" as such for RSL tenants. Tenancy management is supported and encouraged by the Housing Corporation and all RSLs are expected to adopt policies which facilitate this.

CHA intend to deal with this aspect through their formal tenant participation policy – which is presented elsewhere on this agenda under the "*RSL Policies*" item.

2. Carlisle will have one formal Right-to-Manage process already well advanced at the time of the possible transfer ("*SMART*" in Brampton). As part of the formal transfer agreement between the City Council and CHA, the terms of the proposed right-to-manage arrangement between "*SMART*" and the City Council will be incorporated by CHA on equivalent terms.

a. "Rent to Mortgage"

This is an (almost forgotten) statutory right that only exists for council tenants

and is not available in the RSL sector.

This right was introduced by the Housing Act 1985 and enabled tenants to convert their rent payments into mortgage payments to purchase properties at up to 80% of their discounted RTB value with the balance becoming due on resale.

In 17 years the City Council has never completed a sale under the scheme.

For information, in the year 2000/01 in the whole of England only 35 such disposals were made compared to 52,000 RTB sales. In the same period in the North West region there was just one RTM disposal compared to 6,000 RTB sales, and in Cumbria the comparative figures were 0 and 456.

Given the exceptionally low (nil in Carlisle's case) take up of the scheme it would seem reasonable to conjecture that its unavoidable loss as a consequence of the LSVT process will not be of major interest or concern to residents.

b. Service Charges

All RSLs are required to separate out service-specific charges from pooled 'rent' and apply those charges on an individual basis to those tenants who benefit from the services in question. This is covered by clause 5.7 in the attached agreement and represents a significant departure to the system that many council tenants will have become used to.

However, the arrival of the DTLR's new rent-setting regime for both Councils and RSLs means that from April 2002 onwards, Councils will also be required to introduce a similar system in respect of all services.

In fact the Council commenced the introduction of service charges for 'Supporting People' – related services in April 2001, but will now be expected to extend this to non-tenancy support (i.e. estate) services as well.

The Council has already been out to mass consultation with tenants on this issue in January 2002 on a proposal to introduce across-the-board service charges with effect from April 2003, the results of which were reported to the Executive on 28 January 2002 and a resultant action plan approved.

c. Grounds for Possession

Compared to Councils, RSLs have access to different legal grounds for seeking possession of their properties, the two most significant of which are probably:

- o Ground 8 – where at least 8 week's rent is owing. An *automatic right* to possession is normal in these circumstances under this ground.

- o Ground 11 – persistent delay in paying rent on time. No automatic right to possession arises.

After very extensive consultation CHA is not proposing to include ground 8 in its tenancy agreement, as this ground in particular would represent a significant alteration in security for Secure Tenants.

The legal and independent tenant advisors both confirm that this is standard practice on all proposed stock transfers.

1. Options

1. The content of the proposed tenancy agreement is a matter for CHA to determine, however the Council needs to satisfy itself that before it forms part of the offer documentation to tenants that the proposed agreement represents a closely comparable document to its existing agreement - subject to the variations due to the requirements of the law governing RSLs, and to any such variations being clearly highlighted to tenants.

2. Consultation

1. To Date: the current version of the agreement has been evolved over a number of months and involved extensive discussions with the Tenants' Advisory Group (TAG), Carlisle & Rural Tenants' Federation (C&RTF), PEP (North), individual tenants' and residents groups and the Shadow board of CHA.
2. Proposed: the agreement will form part of the 'offer' documentation set out to all tenants on which their views will be invited.

3. Staffing/Resource Comments

1. Not applicable.

4. City Treasurer Comments

1. Not applicable.

5. Legal Comments

1. The agreement has been drafted by Riverside's legal advisers Trowers and Hamlins in consultation with the City Council's legal advisers Wright Hassall.

6. Corporate Comments

1. Not applicable.

7. Risk Management Assessment

1. Risk could conceivably arise in two distinct ways:

1. Defective Agreement

Risk

If the agreement was subsequently shown to be legally defective in some way this could either jeopardise the transfer process itself or the tenancy management capabilities of the RSL, depending on precisely when this

matter arises.

Management

In Trowers and Hamlins and Wright Hassall, Riverside and the City Council have two of the most experienced teams of LSVT legal advisers available and the drafting of post-LSVT RSL tenancy agreements is a very well-established process.

In addition the agreement is subject to scrutiny by both the Housing Corporation and DTLR.

2. Adverse Terms

Risk

When asked to comment/decide, tenants could judge the terms of the agreement to be unfavourable.

Management

The proposed agreement is based on the existing Council agreement and seeks to continue all existing rights in the new document, except in the very limited circumstances where this is not possible - as set out in section 1.4 (a) and (b) above.

Where the latter applies, the offer documentation will explicitly point this out, give clear reasons, and where applicable detail the alternative arrangements.

1. Equality Issues

1. The document is drafted both to comply with all relevant current legislation on discrimination and equality and to encourage/oblige tenants to behave in a reasonable and non-discriminatory manner.

2. Environmental Implications

1. Not applicable

3. Crime & Disorder Implications

1. In carrying forward the City Council's existing comprehensive range of conditions relating to tenancy conduct, the new agreement will prove at least as effective as now in setting the conditions for effective enforcement action where both appropriate and resourced.

4. Recommendations

The portfolio-holder for Health & Well-Being is advised to recommend the

Executive to note the proposed CHA tenancy agreement and the action required in section 1.4 (c) in respect of service charges.

5. Reasons for Recommendation

1. The proposed agreement is based on the Council's current agreement and has been developed jointly between the City Council and Riverside Group with advice from expert housing LSVT lawyers.
2. The proposal on Council service charging arrangements is expected to become a requirement from April 2003 subject to impending DTLR guidance.

T Bramley

Director of Housing

18/02/02

CARLISLE HOUSING ASSOCIATION LIMITED

ASSURED (NON SHORTHOLD) TENANCY

We are subject to any guidance on housing management practice and performance standards issued by The Housing Corporation with the approval of the Secretary of State and the Housing Corporation's Assured Tenants' Charter applies to this Tenancy.

1. DEFINITIONS

Words in italics and notes and headings in this tenancy agreement are for explanation only and do not form part of these tenancy conditions for legal reasons.

1. **assign**

To transfer the tenancy from the tenant to another person.

2. **assured tenant**

A tenant of an assured tenancy which falls within the provisions of the Housing Act 1988 as amended by the Housing Act 1996. By law, as an assured tenant you have the right to stay in your home. We cannot remove an assured tenant from a home unless a court grants an "Order for Possession".

3. **Council**

Carlisle City Council or any other relevant organisation exercising statutory functions.

4. **exchange**

To swap tenancies with another person

5. **fixtures and fittings**

All appliances and furnishings provided with your home including installations for supplying or using gas, electric and water.

6. **furniture**

All the furniture we rent to you with your home. We have attached a list of any furniture we give to you with your home to this tenancy agreement.

7. **garden**

Lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.

8. **home**

Your home, including any garden, but not including any shared areas.

9. **improvement**

Any alteration or addition to your home.

10. **local area**

The whole of the estate your home is on including privately owned or other social housing properties and all of our other estates in [the city of] Carlisle.

11. **neighbours**

Your neighbours include everyone living in the local area, including people who own their own homes, and other social housing tenants.

12. **overcrowding**

Allowing more people to live in your home than allowed by law. We will tell you the number of people who are allowed to live in your home and how this is calculated.

13. **partner**

A spouse or someone who lives with you as such (including single sex relationships).

14. **Preserved Right to Buy**

A right to buy for former Council secure tenants and their successors who qualify under legislation. The right is given under Sections 171A-H of the Housing Act 1985 and in regulations made under that legislation which may be modified or changed from time to time by Parliament (the **PRTB Legislation**).

15. **relative**

Parents, children, grandparents, grandchildren brothers, sisters, uncles, aunts, nephews, nieces, step-relatives, stepchildren and adopted children.

16. **shared areas**

The parts of the building which all tenants can use, for example halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

17. **spouse**

Husband or wife (including someone of the opposite sex who lives with you as your husband or wife).

18. **sublet**

Give another person the right to live in your home.

19. **succession**

The transfer of the tenancy to a qualifying person on the death of the tenant.

20. **vehicle**

A car, bus, lorry, motorbike, boat and so on.

21. **we, us, our**

Carlisle Housing Association Limited. We are registered with the Housing Corporation under Section 3 of the Housing Act 1996 as a registered social landlord.

22. **written permission**

A letter from us giving you permission to do certain things.

23. **You, the tenant**

The tenant, and in the case of joint tenants, any one or all of the joint tenants. The tenants are named on page [] of this Agreement.

24. References in this agreement to legislation also include any re-enactment, modification or extension of that legislation and any regulations made under that legislation.

2. **TENANCY AGREEMENT**

1. By signing this agreement you are agreeing to become our tenant. You are entering into a legal contract with us.

If there is anything in this agreement which you do not understand you should contact your Estate Officer or get advice from the Carlisle Community Law Centre or the Citizens Advice Bureau.

2. Your tenant neighbours have similar rights and responsibilities as you. Your responsibilities apply to you, your children, your friends and relatives and any other person living in or visiting your home.

3. This agreement gives you the right to live in your home as an assured tenant without interference from us unless any of the following apply:

1. we need access to inspect the condition of your home (including carrying out an annual tenancy visit) or to carry out repairs or other works to your home or

adjoining property, or to carry out annual checks of gas equipment, as required by gas regulations or to investigate any complaint or to satisfy us that you are complying with this agreement (we will normally give you 5 working days notice if we need access unless it is an emergency).

2. You break any of the conditions in this agreement. If you do, we will take legal action to force you to meet the conditions, or we will ask the County Court for permission to evict you.
 3. We built or adapted your home for a physically disabled person and you no longer need that type of home; and, we need your home for someone else with special needs.
 4. We need to carry out redevelopment or major repairs to your home which we cannot do unless you move out.
 5. You fail to occupy your home as your main home.
 6. You have given us or the Council false information to obtain the tenancy, or someone else has given us or the Council false information on your behalf to obtain the tenancy.
 7. There is any other reason under the Housing Act 1988, the Housing Act 1996 or any future law which persuades us to get involved.
4. You must inform your Estate Officer in writing if you will be away from your home for more than 4 weeks. We will then know that you have not abandoned your home. If your job means that you are away from your home, or you are away for long periods at a time, you should discuss this with your Estate Officer.

3. OUR RESPONSIBILITIES

1. We will keep the structure and exterior of your home in good repair.
2. We will keep all fixtures and fittings for water, gas and electricity in good repair and working order.
3. We will periodically decorate the outside of your home and any shared parts.
4. We will carry out repairs which we are responsible for, such as repairing or replacing fixtures and fittings we own. In certain circumstances, if we do not carry out urgent repairs within prescribed time limits, you can ask for another contractor to do the work. If the second contractor does not carry out the repairs on time you may be able to claim compensation under the Right to Repair (See Condition 4.5). You should contact your Estate Officer, the Carlisle Community Law Centre or the Citizen's Advice Bureau for more information.
5. We will give you help and advice if you tell us that you are the victim of anti-social

or nuisance behaviour (please see Condition 6 of this agreement).

6. We will consult with tenants on matters which affect their tenancies or homes and estates and will take their wishes into account when making a decision.
7. We will provide you with information on our housing management policies as required by the guidance issued by the Housing Corporation or any other regulator under legislation. This includes the Housing Corporation's Performance Standards and the Assured Tenants' Charter.
8. In accordance with the requirements of the Data Protection Act 1998, we will allow you access to personal data held about you and allow you to correct or record your disagreement with the information held by us. There may be a small charge to cover our costs.
9. We will provide the services which you pay for under a service charge (if this applies). Following consultation with tenants affected, we may increase, add to, remove, reduce, or vary the services provided or introduce new services. Any change in the services we provide may affect the amount of any service charge you pay.
10. Apart from any changes in rent or service charge (if it applies), we will not change this agreement unless we have consulted with you **AND** if you agree in writing.
11. If we do not meet our responsibilities you can do the following:
 1. Speak to your Estate Officer
 2. Speak to your local councillor
 3. Use our complaints procedure. You can get details from any housing officer
 4. Write to the Independent Housing Ombudsman
 5. Get advice from a solicitor, Carlisle Community Law Centre or the Citizens Advice Bureau.

4. **YOUR RIGHTS**

1. This agreement gives you the right to live in your home without interference from us as long as you, your friends and relatives and any other person living in or visiting your home (including children) do not break any of the conditions in this Agreement. In the event that any of the conditions are broken we may take legal proceedings for an injunction and/or proceedings for possession.
2. You have a Preserved Right to Buy your home as long as you qualify under the PRTB Legislation.

If you had a right to buy your home before the transfer from the Council took place,

your right to buy is preserved under legislation. You do not have the preserved right to buy if you live in sheltered housing or other housing excluded from this legislation. Please ask your Estate Officer for more information about buying your home.

3. By way of further rights, we will give a right to buy to a person succeeding to this tenancy under Condition [4.15] where the original tenant had a Preserved Right to Buy.

The right to buy under this Condition will follow the PRTB Legislation as closely as possible and is subject to the same qualifications. However, the functions of the District Valuer referred to in the PRTB Legislation will be carried out by an independent valuer acting as an expert who will be appointed by agreement between you and us. If we cannot agree, the expert will be appointed, after application by either you or us, by the then President of the Royal Institution of Chartered Surveyors (RICS). The President of the RICS' costs will be paid in equal shares by you and us.

Conditions 4.2 and 4.3 mean that:

- *your right to buy is preserved as long as you occupy your home as your only or main home; **and***
- *you had, or would have had, the right to buy if you had stayed a Council tenant; **and***

one of the following statements also applies to you:

- *you were a secure tenant of the Council when your home transferred to us; **or***
- *you became a tenant by succession under Condition 4.14 or 4.15 and the former tenant had a right to buy; **or***
- *you became a tenant by a court order made under the Matrimonial Causes Act 1973.*

If you move to a different home owned by us, your preserved right to buy goes with you to the new home.

4. In addition to your rights under the PRTB legislation, you have a right to acquire your home under Section 16 Housing Act 1996 unless you live in sheltered housing or other housing excluded from this legislation.
5. You have the right to claim compensation if we do not carry out certain repairs within set timescales. We agree to give you the Right to Repair as if Section 96 of the Housing Act 1985 (as amended) and the regulations made under it applied to this agreement. Please ask your Estate Officer for more information.

This means that if we or our contractors fail to carry out certain types of repairs in specified time limits, you can require us to appoint another contractor to do the repairs. You have a right to compensation if that contractor does not do the repairs within a specified time limit.

6. You have the right to carry out improvements to your home provided you receive our written permission first. We agree to give you the right to make improvements and receive compensation in certain circumstances when you leave your home as if Sections 97, 98 and 99, 99A and 99B of the Housing Act 1985 (as amended) and regulations made under those sections applied to this agreement. Please ask your Estate officer for more information.

This means that, in relation to improvements:

If we unreasonably withhold permission, we will be treated as having given our permission.

If there is a dispute about whether we have unreasonably withheld our permission, it will be for us to prove we did not.

When considering if we were unreasonable to withhold permission, the consideration will take account of factors that include how far the improvements would be likely to:

- *make your home, or any other property, less safe for occupiers;*
- *cause us to incur expenses that we would not be likely to incur if the improvement was not made; or*
- *reduce the price the home would fetch if sold on the open market or the rent we would be able to get on letting it.*

If we refuse permission, we will give you a written statement of our reasons for refusal.

If we neither give nor refuse permission within a reasonable time, we will be treated as having withheld permission.

We may make our permission subject to reasonable conditions. If there is a dispute as to whether or not any of our conditions are reasonable, it is for us to prove they are.

If you do not satisfy all our reasonable conditions, you will be treated as being in breach of the agreement.

You will be entitled to compensation for any improvements you make to your home in the same way you would have been if you had stayed a Council tenant.

7. You have the right to consult with other assured tenants in your local area, or part of it, to discuss the possible creation of a tenant management organisation, and to put any such proposal to us. We shall consider all relevant issues before making a decision on whether written permission for such a management organisation can be given.
8. You have the right to start or join a local tenants group.
9. You have the right to take in lodgers as long as you do not cause overcrowding at your home. You must tell us immediately you take in any lodgers.
10. You have the right to sublet part of your home, but you must get our written permission first. We will not give permission to any letting which would give your tenant long term security.
11. You have the right to exchange your home with another of our tenants, a registered social landlord tenant or a council tenant from another area but you must get our written permission first. We may refuse an exchange if you do not meet certain conditions. We agree to give you this right as if Section 92 and Schedule 3 of the Housing Act 1985 applied to this tenancy. These provisions limit our right to refuse permission. Full details of the conditions which apply are available from your Estate Officer.

If you pass on (assign) this tenancy under your right to exchange, you must not accept or pay any money or premium in connection with the assignment.

12. You have the right to see any of the details you have given us in connection with your application for a tenancy or a transfer.

You also have the right to information from us about the terms of this tenancy; our repairing obligations; our performance; our policies and procedures on tenant consultation, housing allocations, transfers and exchanging tenancies, equal opportunities and our principles for fixing rents. We agree to give you this information as if Sections 104 and 106 of the Housing Act 1985 applied to this agreement.

13. You have the right to be consulted about any proposals for change to the way we manage, maintain, improve, demolish, sell or transfer our homes, or changes to do with the services or facilities for our tenants. We agree to give you this right as if Section 105 of the Housing Act 1985 applied to this agreement.
14. On your death, as long as you are not a successor (see Condition 4.18 for a definition of successor), the following people will automatically succeed to (*take over*) this tenancy:
 - a. your spouse as long as they lived in your home as their only or main home at the time you died. Under Section 17 Housing Act 1988, this right applies automatically.

- b. any surviving joint tenant(s) if they occupied your home as their only or main home at the time you died. This will apply even if you are already a successor.
15. If you are not a successor (see Condition 4.18) and if, on your death, no one can succeed under Condition 4.14, we agree that a partner of the same sex, a relative or any other person who qualifies under our Succession Policy from time to time (please contact your Estate Officer for details) may succeed to (*take over*) this tenancy as long as they were living in your home as their only or main home throughout the 12 months before you died (this 12 month condition does not apply to partners).
16. If Condition 4.15 applies, we will use Ground 7 (see Condition 16.5) to end this tenancy and will grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if the person entitled to a new tenancy is someone apart from your partner and your home would be larger than they reasonably require, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms and conditions as this tenancy apart from the rent which will be the rent we would charge a former Council tenant for that other property.
17. A claim under Condition 4.15 should be made in writing within 6 months of your death (at our discretion, we may allow a longer period). If more than one person claims the tenancy under Condition 4.15, then they must decide between themselves who should get the tenancy. If they cannot agree, we will decide. A partner will take priority over a relative or other person who may be entitled to succeed.

So long as you did not become a tenant by succession after the transfer date, you have the right to pass on this tenancy to:

- *your husband or wife if he or she lives in your home when you die; **or***
- *your joint tenants (i.e. people also named as tenants on this tenancy agreement); **or***
- *a member of your family so long as they live with you and have lived in your home for at least a year when you die; **or***
- *a same sex partner so long as they live with you when you die.*

Family members or a same sex partner will have to apply to us within 6 months of your death.

As with the Council there is only a legal right to one succession under this tenancy agreement but we may allow a further succession in certain circumstances. This is explained in our Succession Policy or speak to your Estate Officer .

18. Under this agreement you are a successor if you:

- a. were a joint tenant and have become a sole tenant; **or**
- b. have taken over this tenancy under Condition 4.14; **or**
- c. were granted this tenancy under a right of succession which we granted under any tenancy agreement containing provisions similar to Conditions 4.14 to 4.18 of this agreement; **or**
- d. became the tenant as a result of an assignment under Condition 7.5.3; **or**
- e. became the tenant under the right to Exchange (see Condition 4.11) and you were a successor under your previous tenancy **or**
- f. became the tenant as a result of a court order under Section 24 Matrimonial Causes Act 1973 and the other party to the marriage was a successor.

If you were given this tenancy on the transfer of your home from the Council to us, we will not treat you as a successor even if the Council considered you to be a successor before the transfer.

19. Where there is no right to succession, we will normally take action to recover possession of your home. Under our Succession Policy exceptional circumstances will be considered.

5. RENT

1. You must pay the rent and all other charges (for example service charges) for your home on time.
2. You must pay your rent (and all other charges under this Agreement) every week, or at any other interval that we agree to. You can pay by standing order if you prefer but payment must be in advance. You can also pay your rent by direct debit but payments must be two weeks in advance and two weeks in arrears.
3. If you are a joint tenant you are responsible for all the rent and all other charges for your home when they are due. If you become a sole tenant you will still be responsible, even after the other tenants have left your home.
4. Between the start of this tenancy and [31st March 2008] (the Rent Guarantee Period) we will increase your rent and any other charges under this Agreement on every first Monday in April. We will give you one month's notice in writing of the new weekly amount you should pay.. We agree that during the Rent Guarantee Period, the percentage increase in the total weekly charges under this Agreement on each first Monday in April (when compared with the total weekly charges payable immediately before the increase) will not be more than inflation plus half a percent

plus two pounds.

Inflation means the percentage increase in the United Kingdom General Retail Prices Index (All Items) over the 12 month period ending with the figure for September (normally published in the October) immediately before a rent increase. If this Index is no longer published or the basis of calculation changes, we will choose another retail price index or the value of money. We must act reasonably in our choice.

5. During the Rent Guarantee Period we will review whether you are receiving any of the services set out in the Schedule. If you receive any of these services:
 1. we will tell you how much of your rent payment (if any) relates to the cost of providing these services (or any other services which we introduce following consultation with affected tenants); and
 2. after the Rent Guarantee Period, you will pay a service charge under Condition 5.7 based on the cost of services which you receive.
6. On and from the first Monday in [April 2008], we will increase your rent on the first Monday in April each year by giving you at least one month's notice in writing of the new rent. The new rent will be the amount set out in the rent increase notice which will not be more than the amount which would have been set by the Rent Assessment Committee if it had jurisdiction to consider rent increases under this tenancy agreement.
7. Hidden text do not delete
 1. With effect from [the first Monday in [April 2008] you will pay a service charge in addition to your rent if you receive any of the services set out in the Schedule (or any other services which we introduce after consultation with affected tenants).
 2. We will give you at least one month's notice in writing of the amount of your service charge (if you receive services) and any changes to the amount you must pay. We will not change the amount of your service charge more than once a year unless there is a change in the services provided.
 3. Each year, in February, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.
 4. At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we overestimated the cost of services in the previous year, we will reduce your service charge for the coming year. If we underestimated the cost of services in the previous year, we will increase your new service charge. If there would be a significant increase in the amount of the service charge, we may introduce this increase gradually over a number of years.

5. We will give you a certificate showing what is included in your service charge. When you receive your certificate, you have the right, within six months of receiving the certificate, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We will make a small charge to cover the cost of any copying.
6. We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to a Leasehold Valuation Tribunal for a decision as to what is reasonable. Please ask your Estate Officer for more information.
8. When your tenancy ends you must pay us any rent, charges or costs which you owe immediately.
9. If you do not pay your rent we may go to Court and ask for you to be evicted from your home. We will charge you the cost of taking you to Court. You must pay this charge.

If you are evicted because you do not pay your rent and other charges this will be taken into consideration if you apply for re-housing with us again.

10. We may deduct any money you owe us from any money we owe you, for example, if you have arrears of rent we may deduct this from any redecoration or disturbance allowance which you might have received otherwise.
11. If you have difficulty paying your rent you may be entitled to Housing Benefit or other Benefits. Ask at the Council's Housing Benefit Section or Benefits Advice Centre.
12. If you claim Housing Benefit, you must tell both us and the Council's Housing Benefit Section immediately of any changes that may affect your entitlement to Housing Benefit. We will reclaim from you any overpayment which is lawfully recoverable by the Council from us. This may place you in arrears with your rent.
13. You agree to give consent to the Council to pay directly to us any Housing Benefit (or other similar benefit which replaces Housing Benefit) which you claim. We will credit your rent account with the amount of benefit when we receive it.
14. You must pay any outstanding former tenant arrears and/or repair recharges as indicated on page [] of this agreement. You also agree that any arrears or rent or service charge you owed to the Council for your home before this agreement was granted are to be regarded as arrears under this agreement and may be claimed by us as if this agreement had not been granted.

6. ANTI-SOCIAL BEHAVIOUR

1. We recognise your right to enjoy living in your home as you choose, as long as this

does not interfere with other people's rights to peaceful enjoyment of their home, or of the local area.

2. You and any joint tenants are responsible for your behaviour and the behaviour of your children and anyone else living with you or visiting you, while they are in your home (including such areas as landings, stairways, foyers, lifts, gardens and parking areas).
3. You must exercise proper control over your children and not allow them to cause a nuisance, or harass anyone in the local area or cause damage to any of our property.
4. You, your children, and anyone else living with you or visiting you, must not do any of the following:
 1. Harass anyone in the local area because of their race, nationality, sexuality, sex, religion or disability.
 2. Do anything which causes, or is likely to cause, a nuisance to anyone in the local area.
 3. Do anything which interferes with the peace, comfort, convenience or security of other people in the local area.
 4. Use your home for any criminal, immoral, or illegal purpose, including possessing or supplying illegal drugs, storing or handling stolen goods, or carrying out any illegal act in the local area.
 5. Harass or threaten to harass, or use or threaten to use violence, or use insulting or abusive words towards anyone in the local area. This includes our employees and contractors or any other person going about their lawful business whether they are at your home, in the local area or at any of our offices or other premises.
 6. Use or threaten to use violence towards anyone living in or visiting your home.
5. You and anyone else living with you or visiting you must comply with all Local Authority bye-laws, regulations and local acts and comply with the Environmental Protection Act 1990 and regulations made under that legislation and all other environmental protection legislation.
6. We may take you to Court if you behave antisocially. If we do, we may ask the Court to evict you, or grant an injunction to force you to abide by the terms of your tenancy agreement.
7. Examples of anti-social behaviour which we will take action against include:
 1. Racism

2. Noise nuisance
3. Criminal activity
4. Threatening or abusing neighbours
5. Allowing your children to cause nuisance

This list is not exhaustive and we will also take action against other forms of anti-social behaviour by you or anyone visiting your home.

8. We are not obliged to re-house you or other members of your household if you are evicted because of antisocial behaviour.

7. USING YOUR HOME

1. You must use your home as your main home.
2. You, your friends and relatives and any other person living in or visiting your home (including children), must not use your home other than as a private home.
3. You must not run a business from your home without our written permission.

Note: Any permission which we give does not preclude the need to obtain planning permission or any other statutory consent.

1. We will not refuse permission unreasonably unless we feel the business is likely to cause a nuisance to other people, or damage your home or the environment.
2. If, after we have given our permission, the business causes a nuisance, we will give you eight weeks notice that we will withdraw our permission.
4. We will not allow the following businesses from your home:
 1. Car or caravan repair and maintenance businesses.
 2. Scrap metal business.
 3. Printing businesses.
 4. Any business where you would have to use hydraulic equipment, welding equipment, industrial sewing machines or controlled substances such as chemicals.
 5. Shops or wholesale businesses where customers would have to visit your home.
 6. Any business that would mean more than your own personal vehicle being

parked outside your home, for example, a taxi or vehicle hire company.

7. Animal grooming business.
 8. Other businesses not described above which we believe are unsuitable.
5. You must not assign your home to another person unless:
1. We give our written permission to the assignment by exchange with another secure tenant or an assured tenant, of a council or a Registered Social Landlord.
 2. The Courts assign the tenancy on the breakdown of your marriage.
 3. We give our written permission to the assignment to a person who would be qualified to succeed to your tenancy if you died immediately before the assignment (see Conditions 4.14 to 4.18 for who is allowed to succeed).
6. You must not assign, part with possession of or sub-let all or part of your home temporarily or permanently without our prior written permission.
7. If you share access to your home with your neighbour you must allow reasonable access to the satisfaction of your neighbour.
8. You must not use any shared areas in such a way that causes nuisance to your neighbour or damage to any property.

8. REPAIRS

1. You are responsible for repairing, renewing or replacing any items which are damaged by you, your friends and relatives and any other person living in or visiting your home (including children).

If you do not do this, or do not do it to a satisfactory standard, we will do the necessary work and recharge you with the cost of it, and/or we may seek possession of your home.

2. You are responsible for plumbing in washing machines and for repairing any extra pipework.
3. You are responsible for decorating the inside of your home. You must keep the inside of your home reasonably decorated at all times.
4. You must not make any structural change to your home without our written permission. If we refuse permission we will give you our reasons in writing. If we give our permission we may set certain conditions. If you do not meet the conditions we will take away our permission.

1. Structural work includes alterations to or removing walls, floors, ceilings,

roofs, gas and electricity services.

2. If we give our written permission for structural changes you will still need to get planning permission and follow building regulations before the work is started.
5. All work done at your home must be carried out by a qualified and competent contractor. For gas or electrical works the contractor must be a Corgi registered gas engineer or a NICEIC approved electrical contractor.
6. You must report immediately any repairs that need carrying out to your home which we are responsible for. (Please refer to Condition 3 on page [] "Our Responsibilities").
7. We will carry out all reported repairs within a reasonable time period. When you have reported a repair, and after we have inspected it, we will tell you when we will complete the repair. You will be given confirmation of this.
8. You must allow our employees and contractors to enter your home at reasonable times to inspect it or carry out repairs.
 1. All of our employees and contractors carry an Identity Card. Always ask to see this if anyone calls at your home to carry out repairs and claims to work for us.
 2. If you are not sure that they work for us, do not let them into your home.
 3. If you do not allow our employees or contractors to enter your home after reasonable notice has been given we will apply to court for possession of your home.
9. In an emergency, for example, if there is a risk of serious damage to your home or to other properties, or there is a risk of injury to people, we may enter without giving notice.
10. You must not fit a CB aerial or a satellite dish at your home without our written permission.
11. You, your friends and relatives and any other person living in or visiting your home (including children), must not damage, vandalise or remove any part of your home.
12. You are responsible for repairing and maintaining all improvements and fixtures and fittings you install at your home. These improvements will become our property when you move out but you may be able to claim compensation for these improvements under Clause 4.6. If you take them with you when you move out you must put your home back to the way it was before you improved it. If you do not, we may charge you for the work.
13. You are responsible for insuring the contents of your home. We have arranged an

insurance scheme with a major Company. The scheme is only available to our tenants. For more information please contact your Estate Officer.

9. HYGIENE

1. You, your friends and relatives and any other person living in or visiting your home (including children), must do the following:
 1. Keep your home and gardens clean and tidy. If you don't we may carry out any work necessary such as removal of rubbish and we will charge you for the cost of this.
 2. Keep your home free from pests. You must tell us immediately if your home becomes infested with rats, mice or other pests.
 3. Keep all shared stairways, halls and landings clean, tidy and free from obstructions. You must not leave any personal belongings or rubbish in these areas (except lawnmowers and garden strimmers provided they do not cause an obstruction). We will remove anything you leave in these areas and charge you for the work.
 4. Contact us immediately if the drains of your home become blocked. We will clear blocked drains as soon as possible. If you have caused the blockage by not using the drains properly, we will charge you for the work.

10. HEALTH AND SAFETY

1. You, your friends and relatives and any other person living in or visiting your home (including children), must not do the following:
 1. Use portable oil, or paraffin heaters in your home.
 2. Store inflammable materials or gas in your home or in the garden, subject to Condition 10.2 below.
 3. Do anything in your home which may cause danger to anyone in your home or in the local area.
 4. Store any vehicles or appliances which are powered by petrol, diesel or paraffin in your home or shared areas, except lawn mowers and garden strimmers, provided that they do not cause an obstruction in the shared areas.
 5. Leave used syringes in areas where people in the local area may come into contact with them. Please dispose of syringes safely.
 6. Withhold information from the police about any burglary or damage caused by a criminal act at your home.

7. Delay telling us about any damage to your home.
 8. Interfere with or damage any fire safety equipment in your home or in the shared areas.
2. The use of portable cylinder gas heaters is not recommended. Any such heaters used must have a British Standards Institute safety mark. You must follow the makers instructions in using such heaters and have them regularly serviced. You must not store replacement gas cylinders in your home or in the garden.

11. ANIMALS

1. You, your friends and relatives and any other person living in or visiting your home (including children), must not do the following:
 1. Keep any animal, which we feel is unsuitable. If you are not sure whether an animal is unsuitable, please ask your Estate Officer.
 2. Allow any animal you keep at your home to cause a nuisance to anyone in the local area, including our employees and contractors.
 3. Allow animals to foul in shared areas of your home or footpaths or in play areas in the local area. You must remove and dispose of faeces hygienically.
 4. Keep livestock such as horses, donkeys, goats, pigs, cattle, ducks, geese and chickens at your home.
2. You must not keep more than two dogs in your home.
3. If you, your friends and relatives and any other person living in or visiting your home (including children) have an animal that causes a nuisance, we may ask you to remove it from your home. (For the avoidance of doubt the word animal includes animals).

12. GARDENS

1. You must keep all garden areas neat and tidy.
2. You must not:
 1. Erect any greenhouse, garage, shed or other structure without our prior written permission.
 2. Carry out any excavations including the laying out and construction of ponds and swimming pools in your garden without our prior written permission.
 3. Even if we give you our permission, you may still need to get planning permission and meet building regulations. We may withdraw our permission if

the greenhouse, garage or shed, structure or excavation causes a nuisance.

3. You must not remove, alter, replace or plant any hedge, fence or tree at your home without getting our written permission.
4. You must not store rubbish, furniture or appliances in the garden area.

13. **VEHICLES**

1. You, your friends and relatives and any other person living in or visiting your home (including children), must not do the following:
 1. Park any vehicle anywhere on your home unless your home has a garage, parking space or drive with a dropped kerb. Only we, the Council or the Highway Authority can build a dropped kerb access. You will be charged for this work.
 2. Create a parking space, garage or drive without our written permission.
 3. Park any motorhome, caravan, boat or business vehicle at your home or in communal parts of the estate without our written permission.
 4. Repair any vehicle at your home other than your own. We may take action if the repairs cause a nuisance.
 5. Park any vehicle that is illegal or is not roadworthy on any land belonging to us. If you do we may remove the vehicle. We will give you 7 days notice.
 6. Keep motorbikes inside the dwelling (unless your home has a garage) or in shared areas.
 7. Sell, rent or give away a parking space or garage that we provide for you.

14. **FURNITURE (where applicable)**

1. We may rent furniture to you with your home. The furniture we rent to you is listed on the inventory which you sign at the same time as you sign the tenancy agreement. If we rent more furniture to you we will ask you to sign a new inventory.
2. You, your friends and relatives and any other person living in or visiting your home (including children) must not do any of the following:
 1. Sell, rent or give away any of our furniture. If you do we will report it as a theft to the police. We will also apply to the Court for permission to evict you. We will charge you with the cost of taking you to Court. We will ask the Court for you to pay us compensation for the furniture.
 2. Deliberately damage or vandalise our furniture.

3. Move out any of the furniture from your home without our written permission.
3. You must let our employees or contractors enter your home at reasonable times to inspect the furniture or carry out repairs. We will give you 24 hours notice that we want to inspect the furniture.
4. You are responsible for repairing any damage to our furniture which you, your friends and relatives and any other person living in or visiting your home (including children), deliberately or negligently cause.
5. You must report immediately to us any repairs that need carrying out to our furniture which we are responsible for.
6. When you move out of your home you must leave our furniture in a good condition. We will inspect the furniture before you leave. We may charge you for broken items.

15. IF YOU WANT TO END YOUR TENANCY

1. You must give us 4 weeks notice in writing that you intend to end your tenancy.
2. When you move out of your home you must do the following:
 1. Give us all of the keys to your home on the day you leave. If you do not you will be charged the cost of replacing the keys and locks to your home and any lost rent.
 2. You must not leave anyone else in your home on the day you leave. If you do leave someone in your home we will try to evict them as they will be living there illegally. We will charge you the cost of doing this.
 3. Pay all the rent and any other charges which are due at the end of your tenancy.
 4. Remove all your furniture and personal belongings from your home. We will dispose of any items you leave behind and may charge you for the work.
 5. Remove all rubbish from inside and outside your home. We will dispose of any items you leave behind and may charge you for the work.
 6. Carry out any work notified by us in writing which may include the following:
 - i. Remove any greenhouse, garage or shed you have put in the garden.
 - ii. Replace or repair broken items which belong to us, if you do not do so we will carry out the work and charge you for this.
 - iii. Make sure all fixtures and fittings you have installed and which you are leaving in your home are in good working order.

7. Abide by the terms of any permission given by us during the tenancy.
8. Leave your home clean and tidy. We will charge you if we have to clean your home.
9. Leave all our furniture in your home.
10. Reports all repairs that are needed at your home.
11. Tell us if you have changed the suppliers of gas and electricity at your home.
12. Give us your new address.
13. Secure your home and lock all doors when you leave.

16. HOW WE CAN END YOUR TENANCY

1. If the tenancy stops being an assured tenancy, we may end it by giving you 4 weeks' notice in writing.

The tenancy may stop being an assured tenancy if, for example, you stop living in your home as your only or main home.

2. As long as you are an assured tenant, we can only end the tenancy by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). The court will make an order only if we have served on you a written notice complying with the Housing Act 1988 (as amended) or the court considers it just and equitable to dispense with service of such a notice.
3. We will normally give at least four weeks' notice of our intention to seek a possession order (except where proceedings involve nuisance or domestic violence (Grounds 14 and 14A))
4. We will serve a notice (or ask the court to dispense with service of the required notice) and then seek to recover possession of your home only on one or more of the Grounds referred to below in Conditions 16.5 to 16.15. In relation to Grounds 7 and 9 we will only seek possession in the circumstances set out under Conditions 16.5 and 16.6. The Grounds for Possession which we may use are only summarised below. Please ask your local housing office if you want a copy of the full text of the Grounds for Possession which we can use.

These Conditions mean that we can only use the grounds for possession set out in Conditions 16.5 to 16.15 below.

All the reasons (or 'grounds') set out below, except Ground 7 (Condition 16.5), are discretionary. For these grounds this means that the court will grant an order if it considers it reasonable to do so.

We may ask the court to dispense with the service of a notice in exceptional circumstances, for example, if we have tried to serve the notice and you cannot be found.

Grounds for Possession

5. Ground 7 - *The tenancy has been inherited*

Where the tenancy has devolved (passed) under your will or on your intestacy (or lack of valid will).

This may apply if you die and leave the tenancy to someone who is not entitled to it.

We may start proceedings to recover possession of your home under Ground 7 within 12 months after your death or if the court so directs, within 12 months after the date on which, in the opinion of the court, we became aware of your death.

If we accept rent after your death, this will not be regarded as creating a new periodic tenancy unless we agree in writing to a change in the amount of the rent, the period of the tenancy or your home which is let or any other term of the tenancy.

6. Ground 9 - *Suitable alternative accommodation.*

That suitable alternative accommodation will be available for you when the court order takes effect. We limit our right to use this ground (see below) to reflect the grounds which a council can use against a secure tenant.

We will only seek to recover possession of your home on this ground if in addition we can show that:

- i. we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; **or**
- ii. your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person;
- iii. your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs.

- iv. your home is overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence .
- v. Premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property.

7. Ground 10 - Rent Arrears

You have not paid rent that is due.

8. Ground 11 – Persistent delay in paying rent

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, you have persistently delayed paying rent which has become lawfully due.

9. Ground 12 - Broken tenancy terms.

You or anyone living with you have broken the Conditions set out in this agreement.

10. Ground 13 - Damage to our property

You or anyone living with you have caused damage to your home or other property which we own or caused it to deteriorate. If the damage was caused by your lodger or sub - tenant, you must take all reasonable steps to remove them.

11. Ground 14 – Nuisance

You or anyone living with or visiting you have caused a nuisance or harassed someone or you have been convicted of an arrestable offence committed in the area, or you have been convicted of using your home for an illegal purpose such as drug dealing.

12. Ground 14A - Domestic Violence

Your partner has left the home because of violence or threats of violence and is not likely to return.

13. Ground 15 - Damage to our furniture

You or anyone living with you have damaged any furniture which we provided in your home. If the damage was caused by your lodger or sub – tenant, you must take all reasonable steps to remove them.

14. **Ground 16 - *applies to homes let with employment***

This would apply if we or the Council gave you a tenancy of your home because of your employment with the Council/us and you have left that employment.

15. **Ground 17 – *Making a false statement (for example lying on the application form) to obtain a tenancy***

You or someone acting on your behalf has given false information to us or the Council to get a tenancy.

All the grounds set out above except Ground 7 are discretionary. For these grounds it means that the Court will grant an order if it considers it reasonable to do so.

16. **We agree that we will not serve a notice (or ask the court to dispense with service of the required notice) to obtain possession of your home on Grounds 1, 2, 3, 4, 5, 6 and 8 of Schedule 2 Housing Act 1988.**

17. We reserve the right to seek injunctions to require you to comply with, or to stop you breaching, your obligations under this agreement. This may be in addition or as an alternative to any possession proceedings under the Grounds set out in Conditions 16.5 to 16.15.

17. **WRITTEN PERMISSION**

1. To apply for any written permission from us, which is required under this agreement please write to:

[]

18. **WRITTEN NOTICES**

1. We will deliver all letters and Notices to you at your home either in person, by leaving them for you at your home or by sending them to you at your home by ordinary post. All notices to include but not exhaustively any Notice of Seeking Possession under the Housing Act 1988 as amended by the Housing Act 1996 and Notices to Quit will be served on you in this way.
2. We will assume that you have received all letters and notices within 72 hours if we posted them, or within 24 hours if we delivered them by hand.

Until you are informed in writing to the contrary the name and address for service of all notices upon your landlord, including notices in proceedings, is:

[]

TENANCY PARTICULARS

THE TENANTS

1
.....

2
.....

3
.....

The address of your home rented in this agreement is:

.....
.....

The weekly tenancy starts on:and is an assured weekly tenancy (which is not an assured shorthold tenancy) within the meaning of the Housing Act 1998. The terms of the agreement are set out in this agreement.

Your weekly rent is made up of the following charges:

Rent £

Service charge £

For:

[List Services included in Service Charge]

Garage rent £

Total payable £

As a condition of this tenancy you must also pay the following sum(s)

Former Tenants Arrears £[]. In respect of your tenancy at.....

Repair Recharges £[]. In respect of your tenancy at.....

by installments of £[] per week/month beginning on

This is to be paid in addition to the weekly rent. If you do not pay this amount we may go to Court and ask for you to be evicted from your home, seek a money judgement or have an existing money judgement enforced. We will charge you the cost of taking you to Court.

Declaration:

The information I/we gave in the housing application form was and still is true. I/we agree to accept this tenancy on the terms and conditions set out in this Agreement which I/we have read and understood. I/we acknowledge receipt of a copy of this agreement.

TENANTS SIGNATURES

1 DATE
.....

2 DATE
.....

3 DATE
.....

HOUSING OFFICERS SIGNATURE

..... DATE
.....

For Carlisle Housing Association Limited

FURNITURE LIST

Fully Furnished yes/no Partly Furnished yes/no

Carpets

Curtains

Fridge

Cooker

Coffee table

Sofa bed

Single bed

Lampshades

Curtain poles

Other

I have received the furniture listed above.

TENANTS SIGNATURES

1 DATE

2 DATE

3 DATE

HOUSING OFFICERS SIGNATURE

..... DATE

For Carlisle Housing Association Limited

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