

Stafford and Rural Homes
Form of Assured Tenancy Agreement
for Transferring Tenants

DETAILS OF TENANCY (THE “DETAILS”)

THIS TENANCY AGREEMENT (THE “AGREEMENT”) IS MADE BETWEEN

Name and address of Association:	Stafford and Rural Homes (“we/us”) of The Rurals, 1 Parker Court, Dyson Way, Staffordshire Technology Park, Beaconside Stafford. ST18 0WP which is registered with the Housing Corporation under Section 3 of the Housing Act 1996. You can serve any notices (including notices in legal proceedings) on us at the above address. AND
Full name of Tenant(s): (you”) (if there is more than one tenant, the word “you” applies to all of you and the names of all tenants should be written above. Each tenant individually has all the rights and responsibilities of this Agreement).
The Address of your Home:	We give you an Assured Tenancy, for an initial term of one week and after that weekly, of (the “Home”) with shared use of any communal areas with us, our staff, visitors, and other tenants and occupiers.
Description of your Home:	Your Home is:and includes any fixtures, fittings, garden, paths, hedges, trees, fences, garages and outbuildings owned by us and used exclusively with your Home.
Charity Status	The home that is the subject of this tenancy is held by a charity that is a registered charity.
Date of Start of Tenancy Agreement:	The Agreement begins on 6 th February 2006 and is not an assured shorthold tenancy. The terms of this Agreement are set out in the Standard Terms and Conditions for Transferring Tenants provided to you with this Agreement.

Payments for your Home:	Net Rent	£..... (the "net rent")
	<u>Service Charge:-*</u>	
	Heating	£.....
	Concierge/Security	£.....
	Furniture	£.....
	Gardening	£.....
	Support Services [Other Services]	£..... (the "support charge")
	(the "Services")	(the "service charge")
	<hr/> Total Payment	<hr/> £..... (the "Rent")

* the cost of Services charged for in addition to the net rent must either be listed or if they do not apply crossed out.

By signing below, you agree:-

- 1 You have read, understood and accept our Standard Terms and Conditions for transferring tenants provided with this Agreement; and
- 2 To pay the Rent and also the charges you currently owe of £..... You agree to pay this amount immediately/£..... per week*. You agree any payments you make to us may be used towards the amount you currently owe before using it to pay your Rent. (*delete as appropriate)

Signature(s) on behalf of the Tenant(s):

(In the case of a joint tenancy each of you must sign)

Signed by the Tenants:

..... Dated:.....

..... Dated:.....

**Signature on behalf of
Stafford and Rural
Homes Ltd:**

..... Dated:.....



**Assured Tenancy Agreement
Standard Terms and Conditions**

**For Tenants Transferring to
Stafford and Rural Homes**

**Anthony Collins Solicitors
St Philips Gate
5 Waterloo Street
Birmingham B2 5PG**

Ref: PPFH-(SNEM) S1883 24001

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Standard Terms and Conditions for Transferring Tenants

Words in italics do not form part of these terms and conditions. They are simply notes which have been included to explain parts of the agreement.

1. General Terms

YOU AND WE AGREE:

Payment for your Home

- 1.1. You will pay us the Rent for your Home. The Rent is due in advance on Monday of each week but you can pay more in advance if you choose.
- 1.2. In this Agreement the term "Rent" refers to the net rent, service charge and support charge set out in the Details. The net rent, service charge and support charge may be varied from time to time under this Agreement. Your Rent will be calculated so there are four Rent free weeks when you do not have to pay your Rent. If you have missed any Rent payments then you should continue to make payments during the "rent free" weeks in order to reduce your arrears.

Changes in Rent – First Rent Review

- 1.3. We may increase the net rent on the first Monday in April after this tenancy begins by a maximum of the annual increase in the Retail Prices Index plus 0.5% plus £2 per week. We will give you at least one calendar month's notice of the new net rent payable from the first Monday in April next. The Retail Prices Index means for the purposes of this clause the United Kingdom General Index of Retail Prices (All Items) for December each year which is a government index which measures the rise in the costs of living. If the index is not published then the increase will be limited to another similar index chosen by us, acting reasonably.

Changes in Rent – After First Rent Review

- 1.4 After the net rent increase set out in clause 1.3 above, the net rent will be decided in the way set out in Sections 13 and 14 of the Housing Act 1988. *This means that we may increase or decrease the net rent by giving you not less than a calendar month's notice in writing of the change. The notice shall specify the new net rent.*

The new net rent shall be the amount specified in the notice unless either:

- *you and we agree to a different new net rent; or*

- *you exercise your right to refer the notice to the Rent Assessment Committee to have a market rent determined. The Rent Assessment Committee is an independent panel of persons who can decide a market rent. If the Rent Assessment Committee decide a market rent, the net rent you will have to pay for one year after the date stated in the notice will be the market rent the Rent Assessment Committee decides on.*

Service Charges

- 1.5. The service charge (which includes the support charge) may be reviewed if there is a change to the Services (see clause 1.15 below) and also once a year, normally at the same time as the net rent.
- 1.6. We must give you at least a calendar month's notice of any increase or decrease in the service charge. The reviewed service charge and/or support charge must be set out in the notice and shall become payable on the date set out in the notice.
- 1.7. We must when calculating the service charge (excluding the support charge):-
 - estimate the amount the Services may cost (including the cost of replacing anything used to give the Services) until the next service charge review; and
 - take into account any previous surplus or shortfall.
- 1.8. We will limit any increase in the support charge with reference to the level of charges approved by the Supported People Administering Authority.

Housing Benefit

- 1.9. You may be entitled to claim Housing Benefit to pay some of your Rent. We may help you with any claim that you may be entitled to make.
- 1.10. If you are entitled to receive Housing Benefit from the Council, you will (if permitted to do so) request in writing that the Council pay your Housing Benefit direct to us.
- 1.11. If your circumstances change, you must tell the Council and us of this immediately in case it affects your Housing Benefit. Any overpayment that is lawfully recoverable may be reclaimed by us from you.

- 1.12. Where you receive Housing Benefit or any other form of assistance provided by the government towards your Rent you agree to promptly supply any information needed for a claim to the relevant authority.

Payments

- 1.13. If, at the start of this Agreement, you are in arrears or have made additional payments for your Home, we will:

- credit additional payments to your Rent account; or
- debit the amount of the arrears to your Rent account.

Any arrears you have at the start of this Agreement are arrears under this Agreement and we may recover these arrears as Rent under this Agreement.

- 1.14. If you leave your Home to become our tenant in another home:-

- we are entitled to claim all payments subsequently made by you to settle any outstanding debt due from you to us for this Agreement;
- we are entitled to credit your rent account in respect of the new agreement with any sums due from us to you for this Agreement.

Changes to Services

- 1.15. The Services (which includes the Support Services) can be increased, decreased, added to or removed either:

1.15.1. By written agreement between us and you; or

1.15.2. By us, after we have:

1.15.2.1. written to you setting out the changes we wish to make to the Services and the impact on the service charge;

1.15.2.2. given you a reasonable period of time to make written representations to us about the changes;

1.15.2.3. considered any written representations made by you; and

1.15.2.4. sent a notice of variation to you which tells you:-

1. what changes we are making to the Services and how this will change the service charge (“the New Terms”); and
2. the date on which the New Terms will take effect .

The New Terms shall not take effect until at least 28 days after the notice of variation is sent.

1.16. If you do not wish to continue the tenancy on the New Terms you have the right to end the tenancy by writing to us before the New Terms take effect stating:-

1.16.1. you wish to end the tenancy on or before the New Terms take effect; and

1.16.2. the date on which the tenancy is to end.

Altering the Agreement

1.17. Apart from any charges you must pay under this Agreement or the Services, this Agreement may only be altered if you and we agree in writing.

Please see clauses 1.3 to 1.8 for how we can change the charges you must pay under this Agreement and clause 1.15 for how we can change the Services we provide under this Agreement.

Service of Notices

1.18. We may serve notices on you under this Agreement by:

- handing it to you or any joint-tenant; or
- sending it by post or recorded delivery to your Home (please see page one) or your last known address; or
- leaving it at your Home or posting it through the letterbox.

Other Parties

1.19. Nothing in this Agreement shall give to any other person any benefit or the right to enforce any term of this Agreement and you and/or we may vary or cancel this Agreement without being required to obtain the consent of any other person.

Changes in Legislation

- 1.20. Where any act of parliament is mentioned in this Agreement it means that Act as it applies at the date of this Agreement and any later amendments or re-enactment of it.

Calls to us

- 1.21. We may record telephone calls to us for training or information purposes and to ensure that there are no breaches to clause 3.11 of this Agreement (“Employee Harassment”).

2. Our Obligations

Possession

- 2.1. We agree to give you possession of your Home at the start of this Agreement.

Your Right to Occupy

- 2.2. We agree not to unlawfully interrupt or interfere with your right to peacefully occupy your Home. (NB. You must still give access to us when required.)

Repairs

- 2.3. We agree to maintain the structure and exterior of your Home in a reasonable state of repair including:-
- 2.3.1. the roof but not including any TV aerial or satellite equipment erected other than by us;
 - 2.3.2. 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 3.19;
 - 2.3.3. internal walls, plasterwork, doors and door frames but not internal painting and decoration if you must carry out these repairs under clause 3.19;
 - 2.3.4. chimneys and flues;
 - 2.3.5. pathways, steps or other means of access;
 - 2.3.6. garages and stores (where provided by us); and
 - 2.3.7. boundary walls, gates and fences.

- 2.4. We agree to keep in repair and proper working order any installations in your Home 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.
- 2.5. We agree to keep the exterior of your Home and any other common areas in a reasonable state of decoration and normally to decorate these areas every five years.
- 2.6. We agree to make good after any repair that we are responsible for.
- 2.7. We are not responsible for any repairs or replacements needed to your Home if they are needed because of damage or neglect caused by you, anyone living with you, your visitors or pets.

Information on Housing Management Policies

- 2.8. We agree to provide you with information the Housing Corporation says we should give you about our housing management policies.

Information

- 2.9. We agree to keep to the law in the Freedom of Information Act 2000 and the Data Protection Act 1998 (as amended from time to time) including letting you look at information about you which we have on our computers or in any relevant filing system. You may also look at personal information held about you (except for information provided to us in confidence). You must pay a reasonable fee to us that will not be more than the maximum fee from time to time decided by Parliament. We will allow you to correct or record your disagreement with any information held by us.
- 2.10. We may disclose relevant information about you, members of your household and your visitors to your Home to other organisations for the purposes of preventing and investigating crimes and catching and prosecuting offenders.

Services

- 2.11. We agree to provide the Services (if any) listed in the Details for which you pay the service charge.
- 2.12. The service charge may include a reasonable contribution to a sinking fund, which shall be applied to any unusually high costs for the provision of the Services, which we may reasonably expect to incur in the foreseeable future.

2.13. If we provide you with support services (indicated by a support charge in the Details) then those services may include the provision of general counselling and support in relation to all or any of the following:-

- maintaining the security of the Home;
- maintaining the safety of the Home;
- standard of conduct required;
- paying the rent;
- maintaining the Home in an appropriate condition;
- giving up the tenancy at the appropriate time;
- contact with others to ensure your welfare; or
- other support services (excluding personal care).

(the “Support Services”)

Insurance

2.14. We agree to insure your Home (including any fixtures and fittings belonging to us but not your own fixtures or fittings or personal belongings) against any risks (for example, fire) we reasonably believe we need to. We will not insure your furniture and personal possessions and we recommend that you make arrangements to insure these items.

3. Your Obligations

Use of your Home

- 3.1. You agree to live in your Home as your only or main home and keep it secure. If you have a joint tenancy at least one of you must occupy the Home as your only or main home.
- 3.2. You agree not to use or to allow anyone living with you or visiting you to use your Home or the communal areas for unlawful, immoral or illegal purposes.
- 3.3. You agree not to operate a business at your Home without first getting our written consent and any planning permission that may be needed from the Council. You must pay any costs associated with you getting any planning permission that is required. Our consent can be withdrawn if the business disturbs your neighbours and you must then stop operating a business

from your Home.

- 3.4. You agree not to fix to or show on your Home any notice, trade plate or advertisement without our written consent.
- 3.5. You agree to tell us in writing if you are going to be away from your Home for more than 4 weeks. We may conclude you have surrendered your tenancy if it is not locked or you are away for longer than 4 weeks without telling us.

Possession

- 3.6. You agree not to part with possession of or sub-let the whole of your Home.

Rent

- 3.7. You agree to pay the Rent in advance every week on a Monday.

Nuisance and Anti-Social Behaviour

You are responsible for your actions and the actions of your family, anyone living with you and your visitors.

- 3.8. You agree to ensure you, anyone living with you or your visitors do not engage in or threaten to engage in conduct which is capable of causing nuisance or annoyance to any person who:-
 - (a) has a right to reside in or occupy housing accommodation owned or managed by us; or
 - (b) has a right to reside in or occupy other housing accommodation in the neighbourhood of housing accommodation owned or managed by us; or
 - (c) is engaged in a lawful activity in or in the neighbourhood of housing accommodation owned or managed by us; or
 - (d) is employed in connection with the exercise of our housing management function, whether employed by us or not.
- 3.9. Examples of what you and persons living with or visiting you must not do, cause, commit or allow include (but are not limited to):-
 - harassment on any grounds;
 - the use or threat of violence;
 - racist language or behaviour;
 - abusive or insulting words or behaviour;
 - damaging or threatening to damage property belonging to another person or their home;

- writing graffiti and in particular graffiti which is abusive, threatening or insulting;
- behaving in an offensive or irritating manner when drunk;
- making noise which can be heard outside your Home including arguing, door slamming and loud music;
- using or allowing your Home to be used for prostitution, dealing in or the use of any illegal drugs;
- any nuisance or annoyance caused by pets including barking and fouling;
- dumping rubbish at your Home or in the locality; and
- playing ball games close to someone else's home.

Racial and Other Harassment

- 3.10. You agree not to cause, commit or allow anyone living with you or your visitors to commit any harassment including (but not limited to) harassment on the grounds of colour, race, sex, sexual orientation, age, gender, religious belief, culture, ability, physical or mental disability or lifestyle which is or is likely to interfere with the peace and comfort of, or cause offence to anybody.

Employee Harassment

- 3.11. You agree not to threaten, intimidate, harass, cause alarm or distress or carry out any violent act and ensure anyone living with you or your visitors do not threaten, intimidate, harass, cause alarm or distress or carry out any violent act against any of our employees, agents or contractors, either when visiting you at your Home or in any of our offices or anywhere else.
- 3.12. You agree not to keep or use or allow anyone living with you or your visitors to keep or use any illegal drugs in your Home or in the locality. We consider it to be a serious breach of your tenancy if you use illegal drugs, harass people or cause a nuisance. You would be at risk of losing your Home if you broke these conditions.

Domestic Violence

- 3.13. You agree not to harass, assault, or mentally, physically or sexually abuse anyone living in your household.

Noise

- 3.14. You agree not to play, use or allow to played or used in your Home or in the locality of your Home any radio, television, CD player, record or tape recording, amplifiers, loud speakers or musical instrument so loudly so as to cause or be likely to cause a nuisance or annoyance to other tenants, members of their

household, visitors or adjoining occupiers or so that it can be heard outside your Home between the hours of 10pm and 8am.

Pets

- 3.15. You agree to keep any pets staying in your Home in conditions consistent with their welfare.
- 3.16. You agree not to allow any pets staying in or visiting your Home to cause a nuisance, annoyance, health and safety hazard or danger to other people.

Hazardous Materials

- 3.17. You agree not to use or store in your Home or any store, shed or garage, any petrol, paraffin, liquid petroleum, or calor gas heaters or other highly flammable materials other than usual household goods (eg. for lawnmowers, barbecues etc.).

Internal Repair and Decoration

- 3.18. You agree to keep the interior at your Home in a reasonable and clean condition and to decorate all internal parts of your Home as frequently as is necessary to keep them in reasonable decorative order. You shall not use textured coatings (artexing) on walls and ceilings.

This means you should take reasonable care of your home.

Minor Repairs and Maintenance

- 3.19. You agree to carry out minor repairs and maintenance to your Home including (but not limited to):-
 - the replacement of all cracked or broken glass resulting from damage caused by you;
 - the re-fixing of loose window handles and stays;
 - the replacement of loose internal door locks, latches, handles, hinges, defective letter boxes and locks where the keys have been lost;
 - the replacement or refixing of hat and coat hooks, loose architraves, skirting boards, picture and Dado rails, curtain battens and shelving;
 - the replacement or refixing of wall and floor tiles and tiles on fire surrounds or hearths;
 - the replacement of WC seats, sink and bath plugs and toilet roll holders;
 - the unblocking of sinks, basins and bath wastes where the blockage is within your Home; and
 - the replacement of smoke alarm batteries.

Improvements

- 3.20. You agree not to make any improvements, alterations or additions to your Home without first obtaining our written consent.
- 3.21. You agree to comply with our reasonable conditions in relation to any consent given to you to make improvements, alterations or additions to your Home. Improvements remain your responsibility and a reasonable quality job must be completed. An improvement, alteration or addition includes (but is not limited to):-
- installing central heating or a gas fire;
 - erecting any structure in the garden of your Home other than a wooden or glass shed;
 - cutting down any tree or removing any hedge or making a vehicular access from the highway into the Home; and
 - putting up any radio or television aerial or satellite dish.

Garden

- 3.22. You agree to keep any garden (including trees) or garage for which you are responsible tidy. This means that you must not allow your garden to be excessively untidy or overgrown. You must not plant or allow to be planted any tree which reaches a height of more than 3 metres.

If you fail to keep your garden or garage tidy, we may, after giving you 28 days' written notice, enter your Home and carry out any necessary work and charge you for the cost of the work.

Damage and Neglect

- 3.23. You agree to make good or repay to us the reasonable cost of cleaning, replacement or repairing any damage done to your Home or our fixtures or fittings or to the common areas caused by you or anyone living with you or your visitors other than fair wear and tear.
- 3.24. You agree to repay to us the reasonable cost of clearing stoppages in WCs, drains and water pipes where such damage or stoppage has been caused by your neglect, wilful act or default or that of anyone living with you or your visitors.

This means that you must pay for the repair of any damage caused by you, anyone living with you and your visitors.

Reporting Disrepair

- 3.25. You agree to report to us promptly any disrepair or defect which you are aware of in your Home or in the common areas that is our responsibility to repair.

Access

- 3.26. You agree to allow us and our authorised employees, agents or contractors access to inspect and carry out repairs, improvements or other works to your Home or your neighbours' homes as long as we give you notice in writing of our need to have access to your Home. We will normally give at least 48 hours' notice but you must give immediate access in an emergency.

This means that you must allow us and our contractors access to carry out gas safety checks and to test and service smoke alarms that are fitted by us and attached to mains electricity.

- 3.27. You agree not to allow anyone into your Home who states they are acting on our behalf without first examining their identity card. *All of our employees, agents or contractors must carry with them a photo identity card.*
- 3.28. You agree to allow us and our authorised employees access to carry out review meetings of the support you receive in accordance with clause 2.13 (where appropriate).

Assignment

- 3.29. You agree not to transfer the Agreement by assignment unless:
- ordered to do so by a Court order; or
 - you are exercising your right to exchange; or
 - you are transferring the Agreement by assignment to a person who would be qualified to succeed you under this Agreement if you had died immediately before the transfer by assignment.
- 3.30. You agree not to accept or pay any money in connection with a transfer by assignment of the Agreement.

Overcrowding

- 3.31. You agree not to allow more than the number of people allowed in law to live in your Home.

Lodgers and Sub-Letting

3.32. You agree not to part with possession or sub-let part of your Home except in the ways allowed in this Agreement.

Parking and Vehicles

3.33. You agree not to park or allow anyone living with you or your visitors to:-

- park vehicles anywhere at your Home other than in a garage, car-port or on a suitably constructed hard-standing;
- park vehicles anywhere which causes a nuisance or obstruction;
- carry out major car repairs or park an unroadworthy vehicle on your driveway or in the locality of your Home;
- park at your Home or in the locality of your Home any commercial vehicle, caravan, boat or trailer or untaxed or derelict vehicle without our prior written permission; and
- obstruct fire access points.

We will remove vehicles in breach of this Agreement from our land and recover the cost of doing so from you.

Communal Areas

3.34. You agree not to obstruct the communal areas or cause a fire hazard. You must:-

- not leave rubbish in communal areas;
- share responsibility for maintaining the communal areas in a clean and tidy condition with other residents; and
- always keep any outside doors closed.

Asbestos

3.35. If you identify or believe there is asbestos in your Home, you must notify us before interfering with it or disposing of it.

Ending the Tenancy

3.36. You agree to give us at least 4 weeks' notice in writing (expiring at 12 noon on a Monday) when you want to end the Agreement. If you give less than 4 weeks' notice you will still be responsible for 4 weeks' Rent. You must sign and date the notice and give us a forwarding address.

If you are joint tenants, only one joint tenant need give notice and this notice ends this Agreement for all joint tenants.

When you are Moving Out

- 3.37. You agree to give us vacant possession of your Home and return to us all keys for your Home before 12 noon on the Monday on which your Agreement ends.
- 3.38. You agree to remove all furniture, personal possessions and rubbish and leave your Home and our fixtures and fittings in a clean and lettable condition. Any items left in your Home after you have returned all keys to us or where your tenancy has ended may be sold or disposed of after attempting to give you notice. Our costs will be payable by you. Any money collected from any sale will be first credited against your rent account.

Support Services

- 3.39. You agree to accept the level of Support Services made available to you in order to ensure the necessary standard of independence is achieved
- 3.40. You agree to meet with us to:
- agree your support needs;
 - identify the goals to be achieved (with the provision of that support);
 - agree a plan based on what you need to do to meet these goals; and
 - agree regular meetings to review and revise your support plan
- 3.41. A support provider other than us may provide you with some of the Support Services listed in Clause 2.13. If so, then you will be responsible for entering into a separate agreement with that service provider regarding the provision of those services. You will also be responsible for paying for that support in accordance with that separate agreement. Such payment will be in addition to any net rent, service charge or support charge which is payable in accordance with this Agreement.

4. Your Rights and Security of Tenure

YOU HAVE THE FOLLOWING RIGHTS

Right to Occupy

- 4.1. You have the right to peacefully occupy your Home without unlawful interference from us (remember that we have a right of

access which is set out earlier in this Agreement).

Security of Tenure

- 4.2. You have security of tenure as an assured tenant as long as you live in your Home as your only or main home unless a Court grants a demotion order. We can only bring the Agreement to an end by getting a Court order for possession on one of the grounds summarised below and listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) or by obtaining a demotion order.
- 4.3. We will only start possession proceedings after we have given you a written notice of our intention to seek possession unless the Court grants an order that it is just and fair to dispense with the requirement to serve you with such a notice. Unless we are asking for possession under ground 14 (nuisance), we will give you at least 4 weeks' notice. Where we are asking for possession under ground 14 (nuisance) we will give you reasonable notice in the circumstances.
- 4.4. We may also apply to the Court for a demotion order on giving you 2 weeks' notice. If the order is made your Assured tenancy will end and you will have a demoted tenancy. You can find out more about Demoted Tenancies and what they mean from our Anti Social Behaviour policy.
- 4.5. We agree that we will only serve a notice and try to recover possession of your Home on one or more of the grounds set out at Clauses 4.6 to 4.16 below or by seeking a Court order to end any demoted tenancy.

Grounds for Possession

We can only ask the Court to end an Assured tenancy on one of the grounds summarised below:-

- 4.6. **Rent** - you have not paid the Rent which is due (Ground 10);
- 4.7. **Breaching the terms of your Agreement** – any one or more of the terms in this Agreement has been broken, or not kept (Ground 12);
- 4.8. **Damage to your Home** – you or anyone living in your Home has caused damage to, or failed to look after your Home or any stairs, lifts, gardens or other common areas which you can use under this Agreement and if the damage or failure is caused by someone who lives with you or your sub-tenant, you have not taken reasonable steps to get them to leave (Ground 13);

- 4.9. **Nuisance** – you or anyone living in or visiting your Home has been guilty of conduct causing or likely to cause a nuisance or annoyance to anyone living, visiting or carrying out a lawful activity in the locality or you have been convicted of using your Home for immoral, unlawful or illegal purposes or of an arrestable criminal offence carried out at or in the locality of your Home (Ground 14);
- 4.10. **Domestic Violence** – your Home was occupied by you and your partner and one of you has left because of violence or threats of violence made by the other partner to him/her (or a member of his/her family who was living in your Home before they left) and the Court is satisfied that they are unlikely to return (Ground 14A);
- 4.11. **Damaged Furniture** – you or anyone living in your Home has ill treated any furniture provided under this Agreement causing it to deteriorate and in the case of ill treatment by a lodger or sub-tenant you have not taken reasonable steps to get them to leave (Ground 15);
- 4.12. **False Statements** – we were persuaded to grant you the Agreement as a result of a false statement made knowingly or recklessly by you or someone you encouraged to do so (Ground 17);
- 4.13. **Getting the Agreement under a Will or Intestacy** – where someone who is not your spouse or partner or otherwise entitled to become the tenant of your Home under this Agreement becomes a tenant under your Will or intestacy (Ground 7), but we will only begin possession proceedings on this ground before 12 months have passed since your death or, if a Court so directs, within 12 months after the date on which we, in the Court's opinion, became aware of your death;
- 4.14. **Alternative accommodation** – suitable alternative accommodation is available for you or will be available for you when the order for possession takes effect (Ground 9) but we will not ask for possession on this Ground unless we can show:-
- 4.14.1. we intend within a reasonable time of obtaining possession to demolish, or reconstruct your Home and/or the building of which your Home forms part or carry out work on that building and it cannot reasonably do so without obtaining possession; or
- 4.14.2. your Home has features which are substantially different from those of ordinary premises which are designed to make it suitable to be lived in by a physically disabled person who needs

accommodation of a type provided by your Home and no person living in your Home needs that type of accommodation any more and we want your Home for such a physically disabled person to live in; or

4.14.3. your Home is one of a group of homes which we usually let to people with special needs and there is a social service or special facility near the group of homes to help people with those special needs and no one with those special needs lives in your Home any more and we want your Home for a person who has those special needs to live in; or

4.14.4. you became a tenant by succession and you were not the previous tenant's spouse or partner but we will not use this ground unless your Home is bigger than you reasonably need and we start possession proceedings not sooner than 6 months nor later than 12 months after the previous tenant's death.

4.14.5. When deciding whether the alternative accommodation is suitable, we will take into account:-

- the nature of the accommodation which we usually grant to people with similar needs; and
- the distance of the accommodation available from your or any members of your family's place of work or education; and
- its distance from the home of any members of your family if it is essential for your well being or the well being of that member of your family for you to be near them; and
- your and your family's needs (as regards size of accommodation) and financial means; and
- the conditions of tenancy of the alternative accommodation and the conditions of the existing Assured Tenancy; and
- if we provided furniture, whether furniture is to be provided for use in other accommodation and, if so, the nature of the furniture provided; and
- whether it is reasonable in all the circumstances to ask for an order for possession.

4.15. **Delay in paying your Rent** – you have persistently delayed paying the Rent which is due (Ground 11);

- 4.16. **Ex employees** – where the Agreement was granted to you because you were employed by us or Stafford Borough Council and you stopped being employed by us (Ground 16).

WE WILL NOT SEEK TO USE GROUNDS 1, 2, 3, 4, 5, 6 AND 8 OF SCHEDULE 2 HOUSING ACT 1988 (AS AMENDED) TO OBTAIN POSSESSION OF YOUR HOME WHILST YOU REMAIN AN ASSURED TENANT.

Ending of Assured Tenancy

- 4.17. If the Agreement stops being an assured tenancy but becomes a contractual tenancy, (because, for example, you stop living in your Home as your only or main home) we can end this Agreement by giving you 4 weeks' notice in writing.
- 4.18. If the Agreement becomes a demoted tenancy following a Court order, we can end the Agreement by giving you 2 months' notice in writing.

Right to Take in Lodgers and Sub-let

- 4.19. You may take in any persons as lodgers as long as it does not lead to overcrowding and you do not grant any lodger a tenancy.
- 4.20. You may, with our previous written consent, sub-let or part with possession of part (but not all) of your Home.
- 4.21. When considering whether or not it is reasonable to withhold consent we will take into account whether the consent will lead to overcrowding and/or whether we intend to carry out works which will affect the accommodation the sub tenant is going to use.
- 4.22. We will not attach any unreasonable conditions to our consent and, if we do, we will be treated as having given consent unconditionally.
- 4.23. We will, if we refuse consent, give you a written statement of our reasons for refusal. Where we neither give or refuse consent within one month we will be treated as having withheld our consent.

Right to make Improvements

- 4.24. You may make improvements, alterations and additions to your Home as long as you have first obtained our previous written consent and all other necessary approvals (for example, planning permission or building regulations approval).

- 4.25. If there is a dispute about whether we have unreasonably withheld our consent it will be for us to prove we did not.
- 4.26. When considering if we were unreasonable to withhold consent the factors to be taken into account will include the extent to which the improvements would be likely to:-
- make your Home, or any other property less safe for occupiers;
 - cause us to incur expenses which it would not be likely to incur if the improvement was not made; or
 - reduce the price your Home would fetch if sold on the open market or the rent we would be able to get on letting the Home.
- 4.27. We will, if we refuse consent, give you a written statement of our reasons for refusal.
- 4.28. Where we neither give nor refuse consent within one month we will be treated as having withheld our consent.
- 4.29. We may make our consent 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 or any of our reasonable conditions you will be in breach of this Agreement.
- 4.30. Our consent may be validly given even if it is given after you have made the improvement.

Right to Compensation for Improvements

- 4.31. We give you the right to reasonable compensation for improvements at the end of the Agreement as if you had stayed a tenant of Stafford Borough Council.

Right to Repair

- 4.32. You have the right to have repairs carried out to your Home as if you had stayed a tenant of Stafford Borough Council. Section 96 of the Housing Act 1985 (as amended) and the Regulations under that law apply to this Agreement.
- 4.33. This means that where 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 carry out those repairs and you then have a right to compensation if that second contractor

does not carry out the repairs within the specified time limits set out in the law that applies at the time of your claim.

Right to Consultation

4.34. We will consult you before making changes in matters of housing management or maintenance which are likely to have a substantial effect on you. We will inform you of our proposals and give you a chance to tell us what you think of our proposals before we make a decision on whether or not to go ahead with those proposals.

Right to Information

4.35. You have a right to information from us about the terms of this Agreement and about our:-

- repairing obligations;
- policies and procedures on tenant consultation, housing allocation, transfer and equal opportunities; and
- principles for fixing rents.

4.36. You also have the right to be provided with information about our performance, as required by the Housing Corporation.

Right to Exchange

4.37. You have the right to transfer this Agreement to another tenant by way of a mutual exchange with one other tenant (a “direct exchange”) or by exchanges which involve more than one other tenant (an “indirect exchange”) as long as:-

4.37.1. every tenant involved in the exchange is a tenant of a registered social landlord or a local authority or new town corporation or a housing action trust or a housing trust which is a charity; and

4.37.2. if their tenancy agreement says they have to have their landlord’s consent to transfer the tenancy, every tenant has obtained that written consent to transfer their tenancy to you, or to another tenant whose landlord is one of the landlords listed above; and

4.37.3. if you are not transferring your tenancy to someone who is going to transfer his/her tenancy to you, the person to whom you intend to transfer your tenancy must be a tenant of one of the

landlords listed above and must have his/her landlord consent to transfer the tenancy to you if his/her tenancy says so; and

- 4.37.4. you get our written consent before the transfer; and
- 4.37.5. you keep any reasonable conditions we attach to our consent which relate to the payment of outstanding Rent, putting right any breach of the Agreement or keeping any obligations of the Agreement and the transfer will not result in your Home being overcrowded at law or it being substantially underoccupied; and
- 4.37.6. we shall only be entitled to withhold our consent to an exchange on the grounds in Schedule 3 Housing Act 1985; and
- 4.37.7. a copy of the grounds in Schedule 3 can be obtained from us at the address in the Details. If we withhold consent on any grounds other than those listed in Schedule 3 we shall be treated as having given consent; and
- 4.37.8. we may not rely on the grounds in Schedule 3 unless we have, within 42 days of your application for consent, served on you a notice specifying the ground and giving details of it; and
- 4.37.9. apart from conditions about payment of outstanding Rent, putting right a breach of the Agreement or keeping an obligation of the Agreement, we will not attach any conditions to our consent and if we do that condition will be disregarded.

Succession to Husband, Wife or Partner

- 4.38. On your death, and as long as you did not become a tenant by succession, the Agreement will automatically pass to your husband, wife or partner if he/she lives in your Home as his/her only or main Home when you die.
- 4.39. You become a tenant by succession for the purposes of this Agreement if:-
 - You became the tenant when your husband, wife or partner died because you lived in your Home as your only or main home when he/she died; or

- You became the tenant under the will of, or inheritance laws which applied to, a previous tenant; or
- You were a joint tenant and became a sole tenant when the other tenant(s) died; or
- You became the tenant by succeeding to a tenancy governed by the law in the Rent Act 1977 or the Rent (Agriculture) Act 1976; or
- Before you were granted a tenancy of your Home you became a tenant of the same, or substantially the same Home by succession in one of the ways listed above and since then you have been a tenant of your Home or substantially the same Home;
- You became the tenant under a right to be granted a new tenancy agreement which contained similar provisions to those in clauses 4.40 to 4.42 of this Agreement;
- You became a tenant when the Agreement was transferred to you by assignment unless you were ordered to make the transfer by a Court order and your husband, wife or partner had not become a tenant by succession; or
- You became a tenant when the Agreement was transferred to you under a right to exchange and you were a successor at your previous home; or
- Within the six months before you died you had a different tenancy of another property belonging to us or Stafford Borough Council and you became the tenant of that property by succession.

4.40. We agree to accept and treat anyone who was living with you as a partner, including a same sex partner as your husband or wife.

Succession to Member of Family

4.41. On your death, as long as you did not become a tenant by succession, if you have no husband, wife or partner or they do not want the Agreement, we will grant a new tenancy on the same terms and conditions as your Agreement to a member of your family who lived with you during the 12 months just before you died as long as they make a claim within 3 months of your death.

4.42. Someone who is a member of your family includes your husband, wife or partner (including a same sex partner), and

your parent, grandparent, child, stepchild, grandchild, brother, sister, uncle, aunt, nephew or niece whether by blood or marriage.

- 4.43. If there are two or more members of your family who qualify to be granted a new tenancy they can either agree who is to get the tenancy or we will decide for them.

Right to Buy

Please note that there are certain types of accommodation including sheltered housing where tenants are not entitled to the right to buy.

- 4.44. The provisions of section 171 A-H (inclusive) of the Housing Act 1985 and the Housing (Preservation of the Right to Buy) Regulations 1993 or any further Regulations made under Section 171C of the Housing Act 1985 or any legal changes to or replacement of these laws apply to this Agreement (the "PRTB Legislation").
- 4.45. This means that if you are a "qualifying person" under these laws (including if you were a secure tenant of Stafford Borough Council) you would have a right to buy preserved by the law (the "Preserved Right to Buy") as long as you occupy your Home as your only or main home.
- 4.46. If you move to a different home owned by us your Preserved Right to Buy moves with you to your different home. This is unless the type of accommodation you live in (e.g. sheltered housing) means you cannot be entitled to the Preserved Right to Buy.
- 4.47. By way of further rights, we agree that the PRTB Legislation will apply to a person granted a new tenancy in accordance with Clause 4.41. Such a person will be regarded by us as a qualifying successor for the purposes of the PRTB Legislation. 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. Failing agreement about this, 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's costs will be paid in equal shares by you and us.

Right to Acquire

- 4.48. As well as your rights under the Preserved Right to Buy, you may have a right to purchase your Home under the Right to Acquire in the Housing Act 1996. You can get details about the Right to Acquire from us at the address in the Details.

Right Not to Have Rent Increased on Account of Your Improvements

- 4.49. If you lawfully make an improvement under your right to do so in this Agreement and have paid the whole or part of the costs of that improvement, we will not, at any time you or your successor is a tenant of your Home, increase the Rent on account of that part of the improvements for which you have paid.

WHAT TO DO IF YOU HAVE A COMPLAINT

We operate a formal complaints procedure which is in the Tenants Handbook. You can also get a copy from the address in the Details. If we fail to deal with the complaint, or in your view, continue not to comply with the Agreement you can obtain advice and information about your remedies at law from a local Citizens' Advice Bureau or a law centre or from a solicitor. You can also complain to the Independent Housing Ombudsman.

We are subject to guidance on housing management issued by the Housing Corporation.