



**CROSS KEYS Homes**

You'll be at home with us



# Assured non-shorthold tenancy agreement

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# **Assured non-shorthold tenancy agreement**

## **1. DEFINITIONS & INTERPRETATION**

**The list below explains some of the words  
and phrases we use in this agreement:**

Flat

A home which forms part of a larger building.

Household

Everybody living in your home including lodgers.

Lodger

Any person who pays you money to let them live in your home with you.

Maisonette

A flat with more than one floor.

Partner

A husband, wife, or someone who lives with you as husband and wife (including single sex relationships).

Relative

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

Services

Means any services provided from time to time by us in connection with this tenancy agreement.

Service charge

The sum payable by you for any of the services that you receive from time to time and the service charge items are those listed in the Schedule.

Shared areas

The parts of a building or estate which any tenant can use, usually within a block of flats or maisonettes, for example halls, stairways, entrances, landings, shared gardens, lawns and drying areas.

Words in bold and / or italics are for explanation only and do not form part of these tenancy conditions for legal purposes.

## It is agreed as follows:

### 2 YOUR TENANCY

- 2.1 This agreement makes you our tenant.
- 2.2 We may make changes to the rent or any charges due under this agreement by serving a notice of variation on you. Any other changes to this agreement may only be made with your consent.
- 2.3 You have security of tenure as an assured tenant so long as you occupy the property as your only or principal home. For so long as you remain an assured tenant, we can only end this agreement by obtaining a court order for possession of your property. (Unless this tenancy has been demoted) possession may only be sought on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996).
- 2.4 We can also end your tenancy if it stops being an Assured Tenancy. There are only a few circumstances where this could happen. For example, if you stop living in your home as your only or principle home. If your tenancy stops being an assured tenancy, we may end your tenancy by giving you four weeks notice in writing. In this circumstance we would not need to get a court order against you.
- 2.5 We may also apply for a demotion under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).

- 2.6 If this tenancy has been demoted, we may ask the Court to make a possession order under other provisions of the Housing Act 1988. These give the Court very limited rights to refuse a possession order.
- 2.7 As well as seeking a possession and/or a demotion order, we can ask the Court for an injunction (which may include a power of arrest and an exclusion order) to make you comply with or stop breaching any terms of this tenancy or where you use the dwelling for an unlawful use. We may also apply for an injunction against an individual who engages in anti-social behaviour which affects our housing management functions

### Injunctions

- 2.8 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.

### 3 SERVING NOTICES

- 3.1 If we need to serve a legal notice on you we may do so by:
  - (a) Handing it to you;
  - (b) Leaving it at your home;
  - (c) Leaving it at your last known address;
  - (d) Fixing it to your front door or other prominent part of the property; or
  - (e) Sending it by post or recorded delivery to the property or your last known address.

We will treat any notice served on you in one of these ways as having been properly served (whether or not you are aware of it) by you within 72 hours if we posted it, or within 24 hours if we delivered it by hand.

- 3.2 If you want to serve a legal notice on us, our address is the one shown on the front page of this agreement.

#### **4 YOUR HOME - YOUR OBLIGATIONS**

- 4.1 You must live in your home as your only or main home.
- 4.2 You must move into your home at the start of the tenancy. If you cannot move in within seven days you must tell us immediately.
- 4.3 You must always behave in a responsible and reasonable way.
- 4.4 You must accept responsibility for the behaviour of any other person including children living in or visiting your home or the locality of your home.
- 4.5 You must not sublet any part of your home without getting our written permission. We will not unreasonably refuse our permission.
- 4.6 You may take in a lodger as long as you do not allow more people to live in your home than the number shown in your signed agreement. You do not have to get our permission for a lodger, but we ask you to write and tell us straight away when you do.
- 4.7 You must not pass on (assign) your tenancy to someone else unless:
- (a) A court has ordered you to do so;

- (b) You exchange your home with another tenant (see Condition 12.11) of a local authority, registered social landlord or other housing organisation tenant and you have written permission from us and the other tenant's landlord; or
- (c) You pass on the tenancy to someone who would be legally entitled to succeed to the tenancy (see Condition 13).

- 4.8 You must write and tell us if you are going to be away from your home for more than four weeks as we may think that you are no longer using your home as your only or main home. If you do not, we may take action to end your tenancy.
- 4.9 You must not make any alterations or improvements to your property without our written permission. We will not unreasonably refuse our permission.
- 4.10 You must not keep any pets in your home without our written permission. We will not unreasonably refuse our permission.
- 4.11 You must keep the garden tidy and not allow the grass to become overgrown. You must not dump rubbish in the garden, including household items.
- 4.12 You must not allow any garden plants, trees or shrubs to grow onto or over neighbouring land.

4.13 You must not use your home (or allow it to be used) to run a business or trade, or display any sign or advertisement connected with that trade or business, on or around your home unless you have our written permission to do so. We will not unreasonably refuse our permission.

## **5 YOUR RENT AND CHARGES FOR SERVICES**

- 5.1 You must pay your rent (and all other charges under this agreement) on time. Your rent is due every Monday in advance (but you can pay in advance every two weeks or every month if you prefer).
- 5.2 If your rent is not paid on time we may go to court to get an order which could lead to your eviction.
- 5.3 If you are joint tenants you are each legally responsible for all the rent and for any rent arrears (and all the other charges for your home). We can recover the whole of the rent and all rent arrears (and other charges owed) for your home from any individual joint tenant. If one joint tenant leaves, the remaining joint tenants are responsible for any rent (or other charges) that may still be owed.
- 5.4 You must also pay the amount shown on your signed agreement which is for rent and other charges from a past tenancy of yours. If you do not keep to an arranged repayment plan we can take action for a breach of a tenancy condition.

5.5 If you claim Housing Benefit or other State assistance towards the charges under this agreement, you must promptly supply any information that is needed so your claim can be assessed.

5.6 You will be asked to give consent to the relevant authority for the payment direct to us of any Housing Benefit (or equivalent State assistance) which you may claim as part or whole payment of the charges under this Agreement. We will credit your rent account with the amount of benefit when we receive it.

5.7 If the Housing Benefit or other agency ask you to provide information that is needed to assess your entitlement to Housing Benefit (or other State assistance) , and you do not do so, or you delay for too long, you will have to pay the full rent due during that period.

5.8 If you receive any help to pay your rent, you must tell us immediately of any change in your household or circumstances. This may affect any help you receive.

5.9 When your tenancy ends you must pay us any rent and other charges you owe us straight away (or, if we agree, over a period agreed with us).

## **Changes in Rent**

5.10 We will increase your rent on and from the first Monday in April immediately following the Tenancy Start Date (the “rent increase date”). Your new weekly rent shall be the amount set out in the rent increase notice which we send you. This will not be more than the Change in the rate of Inflation plus one half per cent (0.5%) plus £2.00.

“Change in the rate of Inflation” means the percentage change in the Retail Prices Index (all items) over the 12 month period ending with the date of publication of the figure for the Retail Prices Index for September immediately preceding the rent increase date.

With effect from each first Monday in April after the increase under condition 5.10, we may vary the rent each year by giving you at least one calendar months notice in writing of the variation as required by Sections 13 and 14 Housing Act 1988. The notice will tell you the revised rent.

The revised rent will be the amount we say in the written notice unless either we and you both agree to an alternative figure or you exercise your right to refer the notice to a Rent Assessment Committee to have a market rent decided. In the second case the maximum rent payable for one year after the date specified in the notice will be the rent decided by the Rent Assessment Committee. The “Rent Assessment Committee” is an independent panel of people who decide on the rent payable.

## **Services provided under this tenancy (where applicable)**

5.11 We may increase your service charge (if any) at any time if we give you at least one months written notice. We will not increase your service charge more than once a year unless there is a change in the services provided.

5.12 Each year, at the end of March, 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.

5.13 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 have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.

5.14 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 of extracts from them. We will make a small charge to cover the cost of any copying.

5.15 We can only make reasonable services charges and the services or work we do must be of a reasonable standard.

## **Supporting People Charge (where applicable)**

- 5.16 If we provide you with support services 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 your home;
  - Maintaining the safety of your home;
  - Standard of conduct required;
  - Paying the rent;
  - Maintaining your home in an appropriate condition;
  - Giving up the tenancy at the appropriate time;
  - Contact with others to ensure your welfare;
  - Other support services (excluding personal care);

We may vary the support and counselling fees at any time by giving you at least one calendar month's notice in writing of the new charge. We will usually do this when we increase your rent each year. In varying the support and counselling fees, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the Supporting People Administering Authority.

5.17 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

5.18 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in Condition 5.16, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this agreement.

## **What is not included in the Rent or Service Charge**

5.19 The rent does not include water charges, electricity or gas charges or anything you have to pay to the local council such as council tax. You are responsible for any such charges. If we have to pay something like this for you, then you must pay us back as soon as we write and ask you to.

## **6 MAINTENANCE AND REPAIRS**

### **Our Responsibilities**

6.1 We will keep in repair the structure and exterior of your home including roof, walls, floors, ceilings, window frames, outside doors, drains, gutters and external pipes. We will keep in repair and proper working order:

- (a) the installations in your home for supplying water, gas, electricity and sanitation. This includes basins, sinks, baths and toilets. It does not include other fixtures and fittings and appliances that use the water, gas or electricity supplies; and
- (b) the installations in your home for supplying heat and hot water; and
- (c) any shared areas i.e. stairways, landings, lifts, shared lighting, shared gardens, rubbish chutes.

This does not include:

- (i) carrying out works or repairs for which you are responsible due to your duty to use your home in a tenant-like manner (*generally minor works which a good tenant would do*);
- (ii) keeping in repair or maintaining anything which you have the right to remove from your home.

6.2 We will keep in repair all fixtures and fittings unless they are yours.

6.3 We will keep in good repair any furniture we rent to you with your home. You may be recharged the cost of any repair or replacement needed to any furniture or any part of your home which is needed because of wilful or malicious damage or neglect of your home caused by you, anyone living with you or other visitors.

6.4 We will carry out all reported repairs for which we are responsible within a reasonable time. Information about the timescales for different types of repair will be set out in the Tenants' Handbook.

### **Our Rights**

6.5 If there is an emergency which could injure someone or cause damage to any property, we or anyone we send to your home may need to enter your home (using reasonable force if necessary) without giving you notice. If you do not let us in we could take legal action to enter your home and you may have to pay our resulting costs.

6.6 If an emergency was caused by something you or someone who lives with you (or is/was visiting you) wrongly did or failed to do, we can claim our costs from you.

### **Your Rights:**

#### **Right to repair**

6.7 You have the right to have repairs carried out to your property as if Section 96 Housing Act 1985 (as amended) and the Regulations made under it applied to this agreement.

*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.*

## Your Responsibilities

- 6.8 You must not cause any wilful or malicious damage or allow your home to be damaged or neglected. Any damage will be your responsibility. If you do not repair any damage, or you do so but it falls short of our standards, we will charge you the full cost of putting it right.
- 6.9 You must make sure that continued damage does not take place. If it does, we could take action against you through the court to evict you.
- 6.10 You must not install any polystyrene tiles or any polystyrene coving in your home.
- 6.11 You must keep fittings, appliances and any furniture we provide in a good condition (not including normal wear and tear).
- 6.12 You must keep the garden and any land associated with your home tidy and free of rubbish, including cutting lawns, trimming trees and hedges. You must not store rubbish, furniture or appliances in your garden area.
- 6.13 You must not remove, alter, replace or plant any hedge, fence or tree at your home unless you have our written permission. We will not unreasonably refuse our permission.
- 6.14 You must not allow any hedge to grow more than 2 metres high and you must not cut down or remove any hedge or tree unless you have written permission from us. We will not unreasonably refuse our permission.
- 6.15 You must not take down, replace, build or renew any fence or wall unless you have our written permission. We will not unreasonably refuse our permission.
- 6.16 You must not build or put up any structures such as garage, parking area, shed, greenhouse, outbuilding on your home without our written permission. We will not unreasonably refuse our permission. Any structure you put up will stay your responsibility and we will not have to maintain or repair it.
- 6.17 You must keep any shared areas free from hazard, clean and tidy and in a safe condition. Personal property must not be stored or left in any shared areas.
- 6.18 You must not use any liquid petroleum gas (LPG) heater, or keep or use any bottled gas, paraffin, petrol or any other dangerous materials, in your property or in any shed, outbuilding or garage. If your home is a flat, you must not keep these items anywhere in the block.
- 6.19 You must let us know immediately if we need to carry out repairs. You can do this by writing to us, phoning us or visiting your local area housing office.

- 6.20 You must allow us or anyone working for us (including our employees, contractors and other agents) into your home to inspect or to carry out repairs or improvements to your home or adjoining properties (including inspection and maintenance of gas installations). We will normally give at least twenty four hours notice unless access is required in an emergency.
- 6.21 You are responsible for small repairs like unblocking sinks or replacing tap washers or internal doors.
- 6.22 You are responsible for decorating the inside of your home. You must keep the inside of your home reasonably decorated at all times.
- 6.23 You are responsible for repairing and maintaining your own equipment (i.e. your fixtures and fittings) such as cookers or washing machines and any improvements you have put in yourself (unless you have an agreement for us to repair and maintain it).
- 6.24 You must take all reasonable precautions to prevent pipes bursting as a result of frost, and prevent damage to your home and shared areas from fire.
- 6.25 You must regularly check that the batteries are in good working order if you have a battery smoke alarm installed in your home.

## **7 IMPROVEMENTS**

### **Your Rights**

- 7.1 You may make improvements, alterations and additions to your home. These include decorating outside and fitting security systems. However, you must first get our written permission (which we will not unreasonably refuse) and all other necessary approvals (for example, planning permissions or building regulations approval).
- 7.2 We may pay you compensation for some improvements you make when you leave your home. For the avoidance of doubt, we agree to give you the right to make improvements and receive compensation for them on leaving your tenancy 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.

*This means that, in relation to improvement:*

*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 your 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.*

## **Your Responsibilities**

7.3 If you make an improvement or alteration to your property without our written agreement we may tell you to return your home to how it was before. If you do not we will do the work and charge you for it. If we refuse to give you permission for any alterations and you have started the work, you must stop the work at once. You must also restore your home to its original condition if we ask you to do this.

7.4 You must do the work to a reasonable standard. If you do not we will treat it as breaking the terms of this agreement.

7.5 If we have to reinstate your home to its original state following any alterations or additions carried out, where you did not ask for approval or were refused approval, we will charge you the full cost of the reinstatement. This will include any professional and administration fees.

## **8 BEHAVIOUR**

8.1 All of our tenants must behave to an acceptable standard. If you do not keep to these standards, we may take action through the courts. As a tenant you are responsible for the behaviour of every person, including children, living in or visiting your home and the locality of your home.

8.2 You must make sure that anyone living in your home or any visitor to your property knows that you are responsible for their actions in your home and in the area near your home.

- 8.3 You must not cause, or allow any other person living in or visiting your home to cause nuisance, or annoy or disturb, alarm or distress any neighbours, other people living in the neighbourhood, anyone visiting the area, or any representative of ours.
- 8.4 You must not harass or cause alarm or distress, or allow any other person living in or visiting your home to harass or cause alarm or distress to, any person for any reason, or behave in any way that we may consider is discrimination or harassment in any form.
- 8.5 You must not cause, or allow any other person living in or visiting your home to cause, noise nuisance of any kind that may disturb your neighbours or others in the area near your home.
- 8.6 You must not cause damage to or interfere with, or allow any other person living in or visiting your home to cause damage to or interfere with, security and safety equipment in shared blocks of flats.
- 8.7 You must not drink alcohol, or allow any other person living in or visiting your home to drink alcohol, in shared areas (not including shared gardens attached to flats), public walkways, children's play areas and the general area near your home.
- 8.8 You must not drink alcohol, or allow any other person living in or visiting your home to drink alcohol, in shared gardens attached to flats if this causes a nuisance or annoys others.
- 8.9 You must not cause criminal damage, or allow any other person living in or visiting your home to cause criminal damage, including graffiti or acts of vandalism, in your home or the general area near your home.
- 8.10 You must not use, or allow any other person living in or visiting your home to use, your home for any illegal act, such as using, providing, selling or manufacturing illegal drugs, or using your home for any illegal or immoral activity.
- 8.11 You must not commit, or allow any other person living in or visiting your home to commit, an offence in your home or the general area near your home.
- 8.12 You must not commit, or allow any other person living in or visiting your home to commit, an arrestable offence (an offence that can result in an arrest by a police officer, a member of HM forces or a civilian) in your home or the general area near your home.
- 8.13 If you, or any other person living with you, are convicted of a serious (arrestable) offence resulting in a custodial sentence, we can apply to the court for an order, which could lead to your eviction. It does not matter where the offence took place.
- 8.14 You, or any other person living in or visiting your home, must not injure, threaten to injure, or verbally or physically abuse employees of ours, or any agent employed by us, or any person living in or visiting your home or the locality of your home.

- 8.15 You must not injure, or threaten to injure, any person living in your home or force your partner to leave your home through fear of violence or threats of violence.
- 8.16 You must not park, or allow any other person living in or visiting your property to park, any vehicle, caravan, boat or trailer on the premises unless there is a properly made hardstanding or garage, together with a dropped kerb crossing. Any vehicle parked on a hardstanding must not be in an illegal or unroadworthy condition. We will arrange for any illegal, unroadworthy or untaxed vehicle parked on the highway, council land or any other public area, to be towed away after placing a notice on the vehicle.
- 8.17 You must not park, or allow any other person living in or visiting your home to park, any vehicle, caravan, boat or trailer in a way that obstructs neighbouring properties, or obstructs access for emergency services.
- 8.18 You must not carry out, or allow any other person living in or visiting your home to carry out, major repairs to any car, motorcycle or other vehicle;
- At your home;
  - In shared parking areas and access ways;
  - On forecourts;
  - In landscaped areas; or
  - On the road
- 8.19 On a frequent basis you must not obstruct, or allow any other person living in or visiting your home to obstruct, shared areas, passageways, entrances and neighbouring garages. We will remove and get rid of any items that we consider to be causing an obstruction. We will do this without giving any warning.
- 8.20 You must not store, or allow any other person living in or visiting your home to store any possessions or substances that are likely to cause an obstruction or danger to other people or property.
- 8.21 You, or any other person living in or visiting your home, must not store, make or use any dangerous or flammable substances in your property, or in any shed, outbuilding, garage or shared areas.

## 9 PETS

- 9.1 You must get our permission **before** keeping an animal. We will normally allow you to keep the usual domestic pets in your home. In considering whether to give consent, we will take account of how suitable your home is, the size of your garden (if any) and the location. We will not unreasonably refuse our permission.
- 9.2 “**Pet**” includes a dog, cat, small caged bird, rodent, rabbit, non-venomous insects and small non-venomous reptiles or fish.
- 9.3 We do not allow you to keep livestock except in certain circumstances. You always need our written permission in these cases.

- 9.4 You, your household and your visitors must:
- (i) keep all animals under control at all times;
  - (ii) not allow any animals to annoy or be a nuisance or danger to neighbours or to any visitors to your home;
  - (iii) not allow animals to damage your home;
  - (iv) ensure that your dog is kept on a lead and is accompanied by you or a responsible member of your household;
  - (v) not allow your dog to foul any garden or any shared area such as gardens, areas where children may play, balconies, passageways, walkways, access ways, footpaths or staircases;
  - (vi) make proper arrangements to care for your animals if you are going away;
  - (vii) not dig a fishpond in your garden without our permission. If we grant permission, you must agree to fill in the pond properly if you move out of the property or we will charge you the full cost of the work; and
  - (viii) not build an aviary in your garden without our written permission.

9.5 If any part of Clause 9.4 is broken, we will serve a notice on you to remove any animal from your home immediately and permanently.

9.6 If we think that the number of animals kept at your home is unreasonable, we can serve a notice on you to remove some or all of them permanently.

## **10 ACCESS TO YOUR HOME**

- 10.1 By law we have to regularly carry out certain checks on our properties. You must allow our employees or agents reasonable access to your home to:
- (a) carry out safety checks each year on gas installations;
  - (b) regularly service hard wired smoke alarms;
  - (c) carry out repairs or maintenance to your home or to a neighbouring property;
  - (d) carry our improvements to your home;
  - (e) inspect the condition of your home, for introductory welfare visits, tenancy checks, stock condition surveys, or to make sure you have used any decoration voucher for its purpose; and
  - (f) rid your property, or immediate area, or vermin, unhealthy material or any material, which is likely to cause a nuisance or danger to you or your neighbours.
- 10.2 Except in an emergency, we will give you at least 24 hours' notice.

- 10.3 In an emergency (such as where there is an immediate risk of harm to persons or property) you must allow our employees or agents into your home to carry our necessary work to your or your neighbour's property. These emergencies may be as a result of fire, leaking water, flood, suspected gas leak, or similar emergency. If you do not allow us access or cannot do so, our employees or agents may use reasonable force to gain entry.

## **11 SECURITY**

- 11.1 We understand that you may want to protect your home. This could involve installing security systems. You must get written permission (which we will not unreasonably refuse) before installing any security equipment.
- 11.2 In installing security equipment you must consider your neighbours and surrounding properties. You must make sure that security lights do not shine into neighbouring properties, causing a nuisance to your neighbours.
- 11.3 You must make sure that any fixed surveillance or security cameras are not directed at, or focused on, any neighbouring properties. We would consider this an invasion of privacy and ask you to take down the cameras.

## **12 MOVING OUT**

### **Your Responsibilities**

- 12.1 You must tell us / your local housing office in writing at least four weeks before you want to leave your home. The four week notice period must end on a Sunday.
- 12.2 If you fail to give the correct notice, and you leave your home, we will end the tenancy four weeks after the date we became aware that you left. You will be responsible for the rent until the tenancy has ended.
- 12.3 If the tenancy is a joint tenancy, only one tenant needs to give notice. The tenancy will end even if the other tenant is not aware of the notice and is still living in your home. At the end of the notice we will take action to get vacant possession of your home.
- 12.4 During the notice period you must allow us to inspect your home and allow us to show new tenants around it.
- 12.5 When you leave you must return your keys to your nearest housing office. If you do not, we will change all locks and charge you the costs involved.
- 12.6 You must leave your home, our fixtures and fittings (and any furnishings we have provided) clean and tidy when you go. If you do not leave the property clean and tidy we will clean it and charge you for it.
- 12.7 You must pay for repair or replacement if damage to your property has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear.

12.8 You must take all your belongings with you when you leave your home. If any of your possessions are left in the Property when the Tenancy ends (e.g. at the end of the four weeks notice period or if you move out following us gaining possession) we will serve you with a notice under Section 12 of the Torts (Interference with Goods) Act 1977 informing you of our intention to sell your possessions if you do not collect them within the time set out in the notice. This will enable us to sell your possessions. We will retain the expenses incurred in the sale from the proceeds of sale. If your possessions have no value we will treat them as being abandoned and will deal with them as we see fit. We will also charge you the cost of removing, storing and of disposing of the items as well as any administration costs. We do not accept any responsibility for any items left in your home after you have left or been evicted.

12.9 If you leave any animal in your home after you leave or are evicted, we will contact an appropriate agency to remove the animal. You will have to pay all costs involved.

### **Your Rights:**

12.10 You have the right to apply to move to another of our properties. You have the right to see our rules for deciding who gets offered one of our properties. You also have the right to a free summary of our rules for who gets one of our properties.

### **Right to exchange**

12.11 You have the right to swap your home (“exchange”) with another tenant of Cross Keys Homes, or a registered social landlord or another local authority. Before you do this you must first get our prior written permission (which we will not unreasonably refuse). We agree that this right applies as if Section 92 and Schedule 3 of the Housing Act 1985 applied to this tenancy.

## **13 RIGHT TO SUCCEED**

13.1 On your death, as long as you are not a successor (see Condition 13.7 for a definition of successor), the following people will automatically succeed to (*take over*) this tenancy:

- (a) Your spouse or a person living with you as your husband or wife 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.

13.2 If you are not a successor (see Condition 13.7) and if, on your death, no one can succeed under Condition 13.1, 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 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 a partner and at our discretion we may agree a shorter period for relatives).

13.3 If Condition 13.2 applies, we will serve a four week notice to quit 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 property owned by us. The new tenancy will be on the same terms and conditions as this tenancy apart from the rent.

13.4 A claim under Condition 13.2 should be made in writing within 6 months of your death (at our discretion, we may allow a longer period).

13.5 If more than one person claims the tenancy under Condition 13.2, 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.

13.6 By law, a second succession is not possible but in certain circumstances (set out in our succession policy) we may grant a new tenancy agreement to a relative when you die.

*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 Housing Officer.*

### **Successor – a definition**

13.7 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 13.1; or
- (c) were granted this tenancy under a right of succession which we granted under any tenancy agreement containing provisions similar to Conditions 13.1 to 13.6 of this agreement; or
- (d) became the tenant as a result of an assignment under Condition 4.7(c); or

- (e) became the tenant under the right to exchange (see Condition 4.7(b)) 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.

## **14 FURTHER RIGHTS / OBLIGATIONS**

### **Your Rights:**

#### **Right to consultation**

- 14.1 You have a right to be consulted on matters which affect the way your home is managed or maintained or which is likely to affect you substantially. We will consult you before we take certain action including:
- Changing the way we manage your estate;
  - Changing our policy on repairs and maintenance;
  - Improving or demolishing any properties;
  - Changing any one of the services we provide to your home.

We agree to consult you as if the right to be consulted under Section 105 Housing Act 1985 applied to this agreement.

- 14.2 You have the right to see certain information we have about you (in connection with your tenancy). This is a right under the Data Protection Act 1998 and we will comply with the provisions of this Act. We are entitled to charge you for allowing you access to this information.

#### **Right to information**

- 14.3 You have the right to see any of the details you have given to us in connection with your application for a tenancy or a transfer. We may charge you for copies of those details. You have a right to information from us about the terms of this tenancy; our repairing obligations; our policies and procedures on tenant consultation, housing allocation and transfers; equal opportunities; and our principles for fixing rents. You also have the right to be provided with information about our performance, as laid down by the Charter for Housing Association Applicants and Residents. We agree to give you this information as if Sections 104 and 106 Housing Act 1985 applied to this agreement.

#### **Right to Acquire**

- 14.4 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.

**Our Obligations:**

- 14.5 We are subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State. The Charter for Housing Association Applicants and Residents applies to this agreement.
- 14.6 We will insure your home (the buildings only, excluding any fixtures and fittings) for such an amount and against such risks as we (acting reasonably) believe appropriate. We strongly recommend that you arrange your own home contents insurance.







**CROSS KEYS Homes**

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