



christian action housing

ASSURED

TENANCY

AGREEMENT



This document states the terms on which you occupy your property.
A summary of the Agreement is available in other languages.

PLEASE KEEP THIS AGREEMENT IN A SAFE PLACE

TENANCY AGREEMENT

The Tenancy created by this Agreement is an **Assured Tenancy** under the Housing Act 1988. It is not an assured shorthold tenancy.

THIS TENANCY AGREEMENT IS BETWEEN

Name and address of Association

Christian Action (Enfield) Housing Association Limited (the Association) of Benedict House, 61 Island Centre Way, Enfield, Middlesex EN3 6GS which is registered with the Housing Corporation under Section 1 of the Housing Act 1996.

Name of Tenant(s)

XXX (the Tenant)

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

in respect of **XX** (the premises)

Description of

The premises are designed for **X** persons and consists of:

- * With sole / shared use of the front / rear / communal garden.
- * For purposes of Clause 4 (2)(vi), Ground 9 this accommodation is provided for a person(s) with the following special needs:

Date of start of Tenancy

The Tenancy begins on **MONDAY XXX** and is an **ASSURED WEEKLY TENANCY**, the terms of which are set out in this Agreement.

The Premises are held by the Association which is an exempt charity within the meaning of the Charities Act 1960.

* delete as appropriate

GENERAL TERMS

1. It is agreed as follows:

Rent and other charges

(1) The rent and other charges payable in respect of the premises at the date of this Agreement shall be paid **in advance** on Mondays and shall be:

	£	
Net Rent	0.00	
Service Charge	0.00	

Total Payable	£ 0.00	

In this Agreement the term 'Rent' refers to the sum of the net rent and service charge set out above or as varied from time to time in accordance with this agreement.

Services

(2) The Association shall provide to a reasonable standard the following services in connection with the Premises for which the Tenant shall pay a service charge to be included in the rent:

- a)See attached schedule
- b)

The Association shall not be required to provide any service which it is unable to supply for reasons outside its control.

Changes in rent

(3) The Association may increase or decrease the Rent by giving the Tenant not less than one calendar month's notice in writing of the increase or decrease. The Notice shall specify the Rent and the included service charge proposed.

The Rent shall not be increased more than once a year and no increase shall take effect less than a year after the last increase except that the first variation of the rent will take effect from 1 April next.

The revised Rent shall be the amount specified in the notice of +increase unless the Tenant exercises his/her right to refer the notice to a Rent Assessment Committee to have a market Rent determined in which case the maximum Rent payable for one year after the date specified in the notice shall be the Rent so determined.

* delete as appropriate

- Changes in rates** (4) (a) Any increase or decrease in the amount of water charges payable by the Tenant to the Association is due immediately upon receipt of written notice served by the Association.*
- (b) The Tenant shall pay water charges direct to the Authority concerned in such a way as shall be arranged between the Tenant and the Authorities.*
- Altering the Agreement** (5) With the exception of any changes in rent or water charge, this Agreement may only be altered by the agreement in writing of both the Tenant and the Association.
- Service of Notice** (6) Any document or notice or process of any kind connected with this agreement shall be sufficiently served on the Tenant if it is left at the Premises or sent to the Tenant at the Premises by ordinary pre-paid post. Where there is a shared front entrance door with other flats, delivery to the shared letter box shall be sufficient.
- (7) All notices to be served by the Tenant(s) (including notices in proceedings) may be served on the Association at its Registered Office at 61 Island Centre Way, Enfield, Middx EN3 6GS.

THE ASSOCIATION'S OBLIGATIONS

2. The Association agrees:

- Possession** (1) To give the Tenant possession of the Premises at the commencement of the Tenancy.
- Tenant's right to occupy** (2) Not to interrupt or interfere with the Tenant's right to peacefully occupy the Premises except where:
- (i) access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property; or
- (ii) a court has given the Association possession by ending the tenancy.

Rates of other charges (3) To pay to the water authority any amounts due to them and collected from the Tenant by way of water charges.*

Repair of structure (4)(a) To keep in good repair the structure and exterior of the Premises, including:

- (i) drains, gutters and external pipes
- (ii) the roof
- (iii) foundations, outside walls, outside doors, windowsills, sashcords, window catches and window frames including necessary external painting and decorating
- (iv) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decorating.
- (v) chimneys, chimney stacks and flues but not including sweeping

* delete as appropriate

- (i) means of access including pathways and steps
- (ii) garages and external stores
- (iii) plasterwork
- (vi) boundary walls and fences.

(4)(b) The Association shall repair to a reasonable standard the structure and exterior of any building, including boundary walls and fences, of which the Premises form part of, but only if, the disrepair adversely affects the physical condition or safety of the Premises or common parts.

Repair of installations: (5) To keep in good repair and proper working order any installations provided by the Association for space heating, water and sanitation, and for the supply of water, gas and electricity including:

- (i) basins, sinks, baths, wc.s, flushing systems and wastepipes
- (ii) electric wiring including sockets and switches, gas pipes and water pipes
- (iii) water heaters, fireplaces, fitted fires and central heating installations. The Association will carry out regular inspections of gas appliances and flues.

The Association shall not be liable to repair any installation if the repair becomes necessary through the fault of the Tenant or his/her household or visitors or to keep in repair or maintain anything which the Tenant is entitled to remove from the Premises.

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| Repairs to common parts | (6) | To take reasonable care to keep the common entrances, halls, stairways, lifts, passages and any other common parts, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the premises. |
| Notice of access | (7) | The Association shall give reasonable notice to the Tenant to enter the Premises to inspect the state of repair or to carry out repairs to the Premises; except that in an emergency, where there is a risk of personal injury or damage to the property, the Association may enter the Premises using such means as necessary without giving notice. |
| Recording of Repairs | (8) | The Association will provide written confirmation that a repair has been reported. |
| External Decoration | (9) | To keep the exterior of the premises and any common parts in a good state of decoration and normally to decorate these parts once every five years. |
| Insurance of Building | (10) | To keep the structure of the building of which the premises form part insured against loss or damage by fire and other risk covered by a normal building insurance policy. <i>This will not include insurance against damage to the Tenant's belongings, which should be insured separately by the Tenant.</i> |
| Tenants' Guarantee | (11) | To provide the tenant with information on its housing management policies as required by the guidance issued by the Housing Corporation from time to time under legislation. This guidance is currently known as the Tenants' Guarantee. |

THE TENANT'S OBLIGATIONS

3. The Tenant agrees:

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| Possession | (1) | To take possession of the Premises at the commencement of the tenancy and not to part with possession of the Premises or sub-let the whole of it. |
| Rent | (2) | To pay the rent and other charges due weekly and in advance. |
| Water Charges | (3) | To pay direct to the Water Authority any amounts due to them in respect of the Premises. |
| Use of Premises | (4) | To use the Premises for residential purposes (as the Tenant's only or principal home) and not to operate a business at the Premises without the written consent of the Association. |

- Nuisance** (5) Not to cause or allow members of his/her household or invited visitors to cause a nuisance or annoyance to neighbours or other tenants of the Association.
- Noise** (6) Not to play any radio, television, record or tape recordings or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the Premises between the hours of 11.00 pm and 7.30 am.
- Harassment** (7) Not to commit or allow members of his/her household or invited visitors to commit any form of harassment on any ground including race, colour, religion, sex, sexual orientation or disability, which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of his/her household, visitors or neighbours, or staff of the Association.
- Pets** (8) To keep under control any animals kept at the Premises and to obtain the written consent of the Association before keeping a dog or any other animal. Permission may be withdrawn if the animal causes a persistent or substantial nuisance or annoyance to the Tenant's neighbours.
- Internal Decoration** (9) To keep the interior of the Premises in good and clean condition and to decorate all internal parts of the Premises as frequently as is necessary to keep them in good decorative order.
- Damage and Rechargeable Repairs** (10) To make good any damage to the Premises or the Association's fixtures and fittings or to the common parts caused by the Tenant or any member of the Tenant's household or any visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Association carrying out such works in default.
- Reporting Disrepair** (11) To report to the Association promptly any disrepair or defect for which the Association is responsible in the structure or exterior of the Premises or in any installation therein or in the common parts.
- Access** (12) To allow the Association's workmen, contractors, or employees access at all reasonable hours of the daytime to inspect the condition of the Premises or to carry out repairs or other works to the Premises of adjoining property.

(The Association will normally give at least 24 hours notice but immediate access may be required in an emergency).

- Assignment** (13) Not to assign the tenancy except in furtherance of a court order made under Section 24 of the Matrimonial Causes Act 1973 or within the written consent of the Association when exercising the right to exchange set out in 5(6) below.
- Overcrowding** (14) Not to allow more than the legally permitted number of persons to reside at the Premises.
- Lodgers and sub-letting** (15) Before taking any lodger or sub-letting any part of the Premises, to inform the Association of:
- (i) the name, age and sex of the intended lodger or sub-tenant; and
 - (ii) details of any meals or other services to be provided; and
 - (iii) the proposed rent or lodging charge;
 - (iv) details of the accommodation they will occupy.
- Assured sub-tenancies Prohibited** (16) Not to grant an assured sub-tenancy of any part of the premises.
- Inflammable substances** (17) The Tenant shall not at any time use a paraffin or bottled gas heater in the premises nor do anything which may invalidate the Landlord's insurance policy. If the Tenant installs their own gas cooker or heater or any other gas appliance the Tenant must ensure that the installation is done by a qualified gas engineer or fitter and must ensure that the qualified engineer or fitter checks the appliance if it is second-hand.
- Blocks of flats** (18) If the premises are in a purpose built block of flats then to observe regulations made by the Association from time to time for the proper management of the common areas.
- Common parts** (19) To keep common areas clean and free of obstacles which may cause injury or a nuisance or annoyance to others, and not to obstruct means of escape in case of fire.
- Garden** (20) To keep tidy any part of the garden which forms part of the tenancy or of which the Tenant has shared use except where there is a maintained communal garden included in the service provided for which a charge is made. No refuse may be deposited in the garden except in the dustbin or other refuse container.
- Ending the Tenancy** (21) To give the Association at least 4 weeks notice in writing when the Tenant wishes to end the Tenancy.

Moving out

- (22) To give the Association vacant possession and return the keys of the premises at the end of the tenancy and remove all furniture, personal possessions and rubbish and leave the Premises and the Association's fixtures and fittings in good tenable condition and repair. The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy and may dispose of anything so left as it sees fit.

THE TENANT'S RIGHTS**4. The Tenant has the following rights:****Right to occupy**

- (1) The Tenant has the right to occupy the Premises without interruption or interference from the Association for the duration of this tenancy (except for the obligation to give access to the Association's workmen, contractors, or employees contained in this Agreement) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other Tenants and neighbours.

Security

- (2) The Tenant has security of tenure as an assured tenant so long as he/she occupies the premises as his/her only or principal home. The Association can only end the Tenancy by obtaining a court order for possession of the Premises on one of the grounds laid down in legislation. The current grounds are contained in Schedule 2 of the Housing Act 1988 as changed by the Housing Act 1996.

The period of the notice will depend on the ground on which the Association is seeking possession. If the ground is contained in Ground 14 below the notice can take effect immediately but otherwise the Association will normally give the Tenant 4 weeks written notice. The Association will only use the following grounds to obtain an order for possession.

- (i) there are at least eight weeks /2 months rent in arrears (Ground 8)
- (ii) the Tenant has not paid the rent which is due (Ground 10);
- (iii) the Tenant has broken, or failed to perform, any of the conditions of this Tenancy (Ground 12);
- (iv) the Tenant or anyone living in the Premises has caused damage to, or failed to look after, the Premises, the building or the Association's fixtures or fittings; or any of the common parts (Ground 13);

- (v) the Tenant or someone living in the Premises has done something causing or likely to cause a nuisance or annoyance to persons residing, visiting, or otherwise engaging in a lawful activity in the locality, or the Tenant or someone living in or visiting the Premises has been convicted of using the property for illegal or immoral purposes or of an arrestable offence committed in or in the locality of the Premises (Ground 14);
- (vi) where the Tenancy has devolved under the will or intestacy of the Tenant subject to the provisions of Clause 4(4) (succession to a spouse) and 6 (succession to family members) (Ground 7);
- (vii) suitable alternative accommodation is available to the Tenant, provided that in addition the Association can show (Ground 9)
 - (a) that vacant possession is necessary to carry out work to the Premises or
 - (b) that the Premises are needed for someone who requires the special amenities or services provided and the Tenant no longer does so, or
 - (c) that the Tenant is a Successor as defined in 6 (iv) other than a spouse in whom the Tenancy has vested in accordance with 4(4) and is under-occupying the Premises;
- (viii) The Premises were occupied by a couple and one or both of them is a tenant of the Premises, and one member of the couple has left the Premises because of violence or threats by the other and is unlikely to return (Ground 14A);
- (ix) This tenancy has been granted to the Tenant as a result of a false statement made knowingly or recklessly by the Tenant or by someone acting on their behalf (Ground 17).

These grounds may change as a result of changes in legislation and in that case the Association can decide to seek possession on these other grounds as well.

- (3) If the Tenancy ceases to be an assured tenancy the Association may end the Tenancy by giving four weeks' notice in writing to the Tenant.
- (4) On the death of the Tenant (where the tenancy is held by one person) this Tenancy will vest in the Tenant's spouse under the provisions of the Housing Act 1988 provided that he or she occupies the Premises as his or her only or principal home at the time of the Tenant's death.

(5) By way of further rights, the Association agrees:

Right to take in lodger and sub-let

1. Subject to 3(13), 3(14) and 3(15) above, the Tenant may take in any persons as lodgers or may with the consent in writing of the Association sub-let part of the Premises, provided that the Tenant may not grant an assured sub-tenancy.

Right to make improvements

2. The tenant may make improvements alterations and additions to the Premises including the erection of a television aerial, external decoration and additions to, or alterations in, the Association's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Association and all other necessary approvals (for example, planning permission or building regulations approval). The Association will not unreasonably withhold its consent but may make it conditional upon the work being carried out to a certain standard. Failure to comply with the Association's conditions may be treated as a breach of the Tenant's obligations under this tenancy.

Right to Repair

3. Under the Tenants' Charter the Tenant may be entitled to compensation on leaving the Premises for improvements. The Tenant may also be entitled to compensation if the Association fails to do certain repairs on time. The guidance given by the Tenants' Guarantee can change.

Right to Consultation

4. The Association will consult the Tenant before making changes in matters of housing management or maintenance which are likely to have a substantial effect on the tenant.

Right to Information

5. The Tenant has a right to information from the Association about the terms of this Tenancy and about the Association's repairing obligations and its policies and procedures on tenant consultation, housing allocations and transfers.

Right to Exchange

6. The Tenant has the right to exchange this Tenancy by assignment with that of another tenant of a registered social landlord or a local authority or new town subject to the prior written consent of the Association, which shall only be withheld on specified grounds.

6. The Association also agrees that:

On the death of the Tenant, provided that the Tenant was not a Successor -

- (i) If the Tenancy does not vest in the Tenant's spouse under 4(4) above, subject to 6(iii) it shall be deemed to be assigned to another member of the Tenant's family who has resided with the Tenant throughout the period of twelve months ending with the Tenant's death and who occupied the premises as his or her only or principal home at the time of the Tenant's death;
- (ii) If in (i) above, there is more than one member of the Tenant's family qualified to succeed to the tenancy, they should agree between them which of them shall claim it or, if they cannot agree, each may claim in which case the Association shall decide to whom the tenancy shall be deemed to be assigned;
- (iii) All claims to succeed to the tenancy must be made to the Association in writing within one month of the death of the Tenant. The Association shall notify all claimants of the name of the person to whom the Tenancy shall be deemed to be assigned;
- (iv) For the purposes of this Agreement a Successor shall be;
 - (a) a spouse in whom the Tenancy was vested under the provisions of the Housing Act 1988
 - (b) a person to whom this Tenancy shall be deemed to be assigned under the provisions of this clause
 - (c) a person who was a Joint Tenant and has become a Sole Tenant.

Signed by the Tenant

..... Date

Signed Date

on behalf of Christian Action (Enfield) Housing Association Ltd

If the Tenant feels that the Association has broken this Agreement or not performed any obligation contained in it, he or she should first complain to the Association in writing giving details of the breach or non-performance. If the Association fails to deal with the complaint or, in the Tenant's view, continues not to comply with the Agreement, the Tenant can obtain advice and information about his or her remedies at law from a local Citizens' Advice Bureau or law centre or from a solicitor.

The Association is subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State and this Tenancy is one to which the Tenants' Charter applies.

