



# Assured Tenancy Agreement

# South Liverpool Housing Limited Assured Tenancy Agreement

Updated February 2006

Please read this agreement carefully and keep it in a safe place

## Section 1: Introduction

This is an assured tenancy agreement between:

### Landlord's name:

South Liverpool Housing Limited  
(called "the Landlord", "we", "our" or "us" in this agreement).

We are registered with the Housing Corporation under Section 3 of the Housing Act 1996.

### Landlord's address:

South Liverpool Housing Ltd  
Parklands, Conleach Road,  
Speke, Liverpool L24 0TY

This is also the address for service of all notices on us including notices in legal proceedings

## AND

### Tenant(s) full name(s)

### National Insurance Number(s)

(Called "you" or the "Tenant" in this agreement)

If more than one person is the Tenant then each of you has all the rights and responsibilities of the Tenant under this agreement and each of you is responsible for the rent, even if you are not still living in your home.

## Your home

In respect of

(Called "your home" in this agreement)

## Description of your home

In this agreement “**your home**” means the dwelling and includes fixtures and fittings that we supply and any garden, paths, hedges and / or fences, garages and out buildings owned by us, which are included in this agreement. For furnished lettings, the term “**your home**” also includes any furniture and fittings which are set out in an inventory signed by you and us.

## Date of start of tenancy:

(called “**the commencement date**” in this agreement)

This agreement begins on \_\_\_\_\_ and is an assured weekly tenancy (which is not an assured shorthold tenancy) within the meaning of the Housing Act 1988. The terms of the tenancy are set out in this tenancy agreement.

## Permitted occupants

The maximum number of people allowed to live in your home is \_\_\_\_\_ people (this includes you and any children). If you want more than this number to live in the property you must get our prior written permission (see section 4.16 below)

## Your household

This tenancy is being granted to you on the basis that the following people are in your household living in your home.

Name	Male/female	Relationship to tenant	Date of birth
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**Please help us to manage you home effectively by telling us if there are any changes in your household.**

## What you pay

### Weekly charge

The weekly payments for the property at date of this agreement (due each Monday in accordance) are:

	£	p
Rent:		
Service charge (1):	_____	
Heating / hot water:	_____	
Other charges (2)	_____	
<b>Total weekly payment</b>	<b>£</b>	_____

(1) Subject to you paying the service charge, we will provide the services set out within the attached schedule. Failure to pay the service charge may result in the services being withdrawn

(2) You must pay your own living expenses in the property (including council tax, telephone, gas / electricity bills etc).

(3) Any charges for support services, if applicable, may be dealt with under a separate support agreement

I/We accept the terms and conditions contained within this agreement which include the attached standard terms and conditions.

If there is more than one tenant then each of you must sign.

**Type of service charge** (where applicable) fixed/variable  
(delete as appropriate)

**Signed by the Tenant(s)**

\_\_\_\_\_

Dated

\_\_\_\_\_

Dated

\_\_\_\_\_

Dated

**Signed:**

\_\_\_\_\_

Dated

On behalf of the Landlord

### Please note:

It is a term of this agreement that you (or anyone acting for you) have not induced us to enter into this agreement with you by knowingly or recklessly making a false statement to us.

## Section 2: General terms

It is agreed as follows:

### 2.1 Payments for your home:

2.1.1 The weekly payments for your home at the date of this agreement are set out in section 1 above. In this agreement the word “**rent**” refers to the rent set out in section 1 above as varied from time to time by us under the terms of this agreement.

2.2.2 The payment of rent and (if it applies) service charge, furniture heating or other charges are due in accordance on Monday every week. If we accept rent and service charge at any other time this does not mean we have agreed to vary your obligation to pay rent and service charge.

### 2.2 Changes in rent

#### 2.2.1 Rent increases

We may increase the rent by giving you four weeks notice in writing. The notice will specify the new rent payable.

#### 2.2.2 Rent variation date

The rent payable can be increased with effect from the first Monday of April each year (this is called the ‘**rent variation date**’). For the avoidance of doubt, the rent can be increased during the first 12 months of the tenancy.

We can change the rent variation date by giving you four weeks notice in writing.

Subject to section 2.4 below, we will not increase the rent more than once in any calendar year (January to December).

### 2.3 Rent formula

2.3.1 The new rent will be the amount in the notice that we given (under section 2.2.1 above). The increase in rent will **not be more than** the highest figure given by the following three methods of calculation:

- (1) The increase in the General Retail Prices Index published by HMSO (RPI) plus 2%, of the existing rent;
- (2) The increase in the Average Earnings Index (Headline Rate, Whole Economy) published by HMSO (AEI) plus 2%, of the existing rent;
- (3) 10% of the existing rent.

**2.3.2** Increases in RPI and AEI will be the percentage by which the index has increased in the 12 months to September in the year before the year of the rent increase.

**2.3.3** If either RPI or AEI are not published or are materially changed in their calculation or definition (in respect of which our decision will be conclusive), we may stop using either or both of the indices or use the nearest equivalent index or indices (in our sole discretion).

## **2.4 Changing the rent for improvements**

We may also give you notice to increase your rent after we have carried out major works to your home that increase its letting value. We can do this at any time of the year, even if there has already been a rent increase under section 2.2 above within the last 12 months.

## **2.5 Services and service charge(s)**

**2.5.1** If services are provided with your home, you will pay (as rent) the service charges without deduction, a week in advance every Monday.

**2.5.2** The services that we provide are referred to in section 1 of this agreement and set out in the attached schedule.

**2.5.3** The service charge will be a fair proportion of the costs incurred or likely to be incurred in the provision of services each year. The schedule of services at the end of this agreement says whether your service charge is variable or fixed.

**2.5.4** We reserve the right to vary or withhold the provision of services at any time during this tenancy, where it is reasonable to do so. This may include adding and charging for new services or stopping existing services. We will notify you of the proposed variations and ask for your comments, which will be considered before making any changes. We will then give you written notice of the changes to be made.

**2.5.5** If your service charge is variable, we can change it by giving you four weeks notice in writing. The service charge can be changed once in every 12 month period to reflect the costs incurred or likely to be incurred providing the services to the homes (including your home) that receive the services. For the avoidance of doubt, your service charge can be increased during the first 12 months of the tenancy. The service charge will be changed if you have paid more or less than the cost of the services provided or to be provided. The amount that you have paid over or below this cost will be taken into account when determining the new service charge.

**2.5.6** The service charge (whether it is fixed or variable) can also be changed (more often than once every 12 months), if new services are introduced or existing services are stopped.

- 2.5.7** If your service charge is fixed, you will pay a fixed amount (that we decide) for the services that we provide and we can increase the service charge by giving you four weeks notice in writing.
- 2.5.8** You have the right to see how the service charge (whether it is fixed or variable) is made up. If you ask for it, we will give you a summary of the costs within six months of the end of the period to which they apply. If you are not satisfied with the summary of the costs, you may ask to see accounts, receipts or other papers. You must do this within six months of receiving the summary. If you do not think that we are providing value for money, you can ask the Leasehold Valuation Tribunal to decide.
- 2.5.9** We can change your service charge from a variable service charge to a fixed service charge or from a fixed service charge to a variable service charge, by giving you four weeks' notice in writing.

## **2.6 What is not included in the rent or service charge**

The rent and any service charge do not include water charges, electricity or gas charges or anything you have to pay to the local council. 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.

## **2.7 Housing Benefit**

- 2.7.1** We will provide you with advice on claiming Housing Benefit.
- 2.7.2** You agree (if requested) 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 your rent and (if applicable) service charge. The amount of such benefit will be credited to your rent account when we received it. If your circumstances change so that your entitlement to housing benefit is affected you must inform both the authority and us at once. We will reclaim from you any overpayment which is lawfully recoverable by the authority from us.

## **2.8 Arrears and advance payments**

- 2.8.1** If we grant you this tenancy and you have made any advance payments or you are in arrears of rent or service charge in respect of your home or any other premises which we have let to you then we will:
- credit the amount of any advance payment to your rent account; or (if applicable)
  - debit the amount of any arrears to your rent account.
- 2.8.2** For the avoidance of doubt you agree that any arrears of rent or service charges due to us in respect of your home or any other premises which we have let to you before the date of this agreement

are deemed to be arrears under this agreement and may be claimed by us as if this agreement had not been granted.

**2.8.3** If you leave your home to become our tenant in another property:

- we shall be entitled to appropriate all payments subsequently made by you to settle any outstanding debt due from you to us in respect of your home or your occupation of it; or
- we shall be entitled to credit your rent account for your new Tenancy with any sums due to you from us in respect of this agreement unless you ask for the credit to be paid to you.

## **2.9 Service of notices**

**2.9.1** Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that our address for the receipt of legal notices, and any other communication arising from this agreement, is:

**South Liverpool Housing, Parklands, Conleach Road, Liverpool L24 0TY**

or such other address notified to you in writing.

**2.9.2** Any legal notice, or any other communication arising from this agreement, will be validly served on you if posted or delivered to your home or fixed to the main door of your home whether or not you are still living there.

## **2.10 Altering this agreement**

Except for changes in rent or service charges, or other payments, we can only alter this agreement if you agree in writing.

## Section 3: Our obligations

### We agree:

#### 3.1 Possession

We will give you possession of your home at the commencement date.

#### 3.2 Your right to occupy

We will not interfere with your right to peacefully occupy your home except where:

- access is required subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property; carry out an annual statutory gas check; *or*
- we are entitled to possession at the end of this agreement; *or*
- we have obtained a court order to exclude you from your home; *or*
- we require access during the last month of this agreement, for example to show your home to a prospective tenant; *or*
- we need to check on your safety or welfare where there may be reasonable cause for concern.

#### 3.3 Repair of structure and the outside of your home

3.3.1 We will keep the structure and outside of your home in good repair. This includes:

(1) Structure and outside:

- drains, gutters and rainwater pipes
- roof
- external walls
- external doors and frames
- windows, sills and glazing
- paths and paving and other means of access
- steps, communal landings and lifts

(2) Inside:

- walls
- skirting boards
- internal doors and frames
- floors
- ceilings and plasterwork (not hairline cracks)
- ventilation
- but excluding painting and decoration

3.3.2 You may be recharged the cost of any repair or replacement needed because of damage to or neglect of your home caused by you, anyone living with you or your visitors.

### **3.4 Repair of installations**

**3.4.1** We will keep in good repair and proper working order any installations provided or adopted by us for space heating, water heating and sanitation and for the supply of gas, water and electricity. This includes:

- baths, sinks and wash-hand basins (if faulty after fair wear and tear)
- waste pipes and toilet flushing systems (not the toilet seat)
- electrical wiring, sockets and light fittings
- fire places
- heating and water heating systems
- plumbing
- radiators and boilers

**3.4.2** All gas fires and gas central heating systems owned by us will be serviced annually for which you must allow access (see 4.14 below).

### **3.5 Repair of shared facilities**

In the case of flats and other homes with shared areas, we will take reasonable care to keep the shared areas in reasonable repair and to keep the lighting of these areas in working order

### **3.6 Decoration of the outside of your home**

We will keep the outside of your home in a reasonable state of decoration.

### **3.7 Repairs – generally**

**3.7.1** We will not be liable for the repair of any of the items in sections 3.2 to 3.6 above, if the repair is necessary because of damage to or neglect of your home by you (including any failure to comply with your duties under this agreement – see section 4.4 below) or members of your household or visitors.

**3.7.2** We are not responsible for keeping in repair anything that you install in your home.

### **3.8 Performance standards**

We will provide you with information on our housing management policies as required by the guidance issued by the Housing Corporation under the provisions of Section 36 of the Housing Act 1996.

### **3.9 Information**

**3.9.1** We will provide you with information on our policies as required by law or by the guidance issued by the Housing Corporation.

**3.9.2** Under the Data Protection Act 1998, we will allow you access to personal information it holds about you, so that you can check it and, if necessary correct it. See section 5.12 below for further information.

### **3.10 Insurance**

We will insure your home (buildings only, excluding any fixtures and fittings) for such sum and against such risks as we (acting reasonably) believe appropriate. We are not responsible for insuring your furniture and personal possessions unless you join any household contents insurance scheme which we may run for tenants from time to time.

**You are strongly advised to take out you own comprehensive contents insurance to insure your possessions.**

### **3.11 Furniture**

**3.11.1** We will keep any furniture and fittings which we have provided with the agreement (as shown in the inventory) in a reasonable state of repair and condition and (where appropriate) in proper working order.

**3.11.2** You may be recharged for the cost of any repair or replacement needed because of damage to or neglect of any furniture and fittings which we have provided cause by you, anyone living with you or your visitors. This does not apply to fair wear and tear.

Specimen Agreement

## Section 4: Your obligations

### You agree:

#### 4.1 Occupation

You will move into your home at commencement date and not part with possession of your home or sublet the whole of it.

#### 4.2 Rent

- 4.2.1 You will pay the rent without deduction, a week in advance, every Monday.
- 4.2.2 You will pay to us, as rent, any overpayments of payments made on your behalf (including housing benefit), which are subsequently recovered from us by the local authority (or any other authority) in relation either to this tenancy or to a previous tenancy held by you.

4.2.1 The rent can be increased under section 2.2 above.

#### 4.3 Service charge

- 4.3.1 If services are provided with your home, you will pay (as rent) service charge without deduction, a week in advance every Monday.
- 4.3.2 The service charge can be increased as set out in section 2.5 above.

#### 4.4 Use of your home

- 4.4.1 The only or principal use of your home is that of a private dwelling house and **you must occupy it as your only or principal home.**
- 4.4.2 If you wish to run a business from your home you will need our prior written agreement and any planning permission which may be necessary. If agreement is given and your business disturbs your neighbours our agreement will be withdrawn and that use will have to stop.
- 4.4.3 You must use your home and its fixtures and fittings in a reasonable manner.
- 4.4.4 Hazardous materials (for example, inflammable materials such as paraffin and liquid petroleum) must not be stored or used in your home (including any garage).
- 4.4.5 You are responsible:
- (i) for promptly reporting any repair for which we are responsible
  - (ii) for keeping the inside of your home (including any garage) in a good condition, including:

- free from health hazards
  - in a clean and hygienic condition;
  - in a safe condition;
  - in a reasonable decorative order
- (iii) for ensuring that your home is not used for conduct which is a nuisance or annoyance to neighbours;
- (iv) for keeping your garden, lawn, hedges and yard in a reasonable condition. You may not remove any trees, hedges or fencing without our prior written permission;
- (v) for the following:
- plastering hairline cracks
  - decorating the inside of your home
  - renewing chains and plugs for sinks, baths and basins
  - replacing light bulbs and fuses (excluding main fuses)
  - replacing keys and locks
  - if you fit a gas or electric appliance you must maintain it
- 4.4.6** You must keep any shared areas (especially fire exits) tidy and free from obstruction or rubbish. Where there are shared areas, and a cleaning service is not provided, you must keep them clean. This is the joint responsibility of you and the other tenants who use the shared areas. You and the other tenants are also jointly responsible for keeping outside areas tidy and for maintaining gardens and paths.
- 4.4.7** If there is a separate electricity supply for shared areas, you must not use electricity from that supply.
- 4.4.8** You must not use any shared area for the storage, repair, dismantling or maintenance of any vehicle, motor cycle, caravan, boat or trailer without our prior written consent. This consent may be withdrawn if any complaints are received.
- 4.4.9** If your home is a flat, you must not obstruct or keep or store anything in the hallways, staircases or landings.
- 4.4.10** If you become aware of any hazard in a shared area, you must tell us immediately.
- 4.4.11** You are also responsible for the behaviour of the people in your home. If someone damages our property you are responsible for repairing it. This may include:
- doors and locks (including lost keys)
  - glazing
  - light fittings
  - bath, toilet, basin
  - kitchen sink and cupboards

## **4.5 Your responsibility**

You are responsible for the behaviour of every person (including children and lodgers) and animal living in or visiting your home. You

are responsible for them in your home, on surrounding land, in shared areas (such as stairs, landings, entrance halls, communal gardens, parking areas) and in the locality around your home. This means in particular that you must prevent them doing any of the following things listed in sections 4.6 to 4.10 below. When we say “you” in these sections it includes all the people you are responsible for.

### **Important**

- **We regard sections 4.6 to 4.10 below as very important.**
- **If you do not comply with your duties under these sections, we can take possession proceedings against you and you may lose your home.**
- **We can also apply to the court for an injunction and/or an anti social behaviour order against you, members of your household and visitors.**

## **4.6 Nuisance and anti-social behaviour**

**4.6.1** You must not use or threaten to use menacing, abusive or violent behaviour towards our staff or contractors or anyone living in, visiting or engaging in a lawful activity in the locality of your home.

**4.6.2** You must not do or threaten to do anything which causes or is likely to cause a nuisance, annoyance or disturbance to anyone living in, visiting or engaging in a lawful activity in the locality of your home.

**4.6.3** Examples of behaviour that may cause nuisance, annoyance or disturbance include:

- loud music, radios or television
- arguing or door slamming
- dog barking or fouling
- operation of noisy machinery
- offensive drunkenness
- prostitution
- selling drugs or alcohol or drug abuse
- rubbish dumping
- obstructing communal areas
- dismantling and repairing motor vehicles
- playing ball games close to someone else's home or where games are not permitted
- driving, riding or using vehicles (including bikes and motor cycles) dangerously or inconsiderately;
- driving or riding vehicles (including bikes and motor cycles) on paths or other pedestrian areas;

## **4.7 Harassment**

**4.7.1** You must not commit or threaten to commit any form of harassment on the grounds of race, colour, religion, sex, disability or sexual orientation which may interfere with the peace and comfort of, or cause offence to

any of our staff or contractors or anyone living in, visiting or engaging in a lawful activity in the locality of your home, or which is likely to do so.

**4.7.2** Examples of harassment include:

- racist behaviour or language
- using or threatening to use violence
- using abusive or insulting words or behaviour
- stalking someone
- damaging or threatening to damage another person's home or possessions
- writing threatening, abusive or insulting graffiti

**4.8 Illegal or immoral activities**

**4.8.1** You must not use or threaten to use your home or anywhere on the estate or the block or in the locality for any criminal or illegal or immoral activity.

**4.8.2** Examples of such activity include:

- bringing in, storing, selling or supplying illegal drugs
- storing or distributing racist material or pornography
- storing or selling stolen goods
- prostitution

**4.9 Domestic violence**

You must not inflict or threaten to inflict violence against anyone who lives with you, or harass or use mental, emotional, physical or sexual abuse so as to make anyone who lives with you leave the home.

**4.10 Damage to property**

If you, people who live with you, or visitors:

- damage;
- destroy;
- remove;
- lose;
- alter;

any part of the following (whether on purpose or by neglect):

- structure and exterior of the building;
- the installation for the supply of gas / water / electricity;
- bathroom and toilet fittings;
- room and water heating systems;
- interior fixtures and fittings;
- alarm systems and pressure mats;
- shed and garages;

you will be responsible for their repair or replacement. We may do the repairs and charge you for them.

## **4.11 Pets and animals**

**4.11.1** You can keep domestic pets in your home, subject to the following conditions.

**4.11.2** Pets must not be kept in a way or in a number that causes a risk to the health or safety of anyone or a nuisance to neighbours. You must not keep more than two cats or two dogs (or one of each), unless you get our prior written consent.

**4.11.3** You cannot keep at or bring into your home or any shared area:

- A dangerous wild animal (as defined by the Dangerous Wild Animals Act 1976); or
- A dangerous dog, as defined by the Dangerous Dogs Act 1991.

**4.11.4** If your home has a shared entrance or a shared garden or yard, you cannot keep a dog or a cat in your home without our prior written consent. If you live in a flat, you must get permission to keep a pet.

**4.11.5** Whilst in any shared area (including any communal garden or yard), dogs must be kept under control on a lead and must not be allowed to urinate or defecate.

**4.11.6** If an animal causes a nuisance or annoyance or you do not comply with sections 4.11.2 to 4.11.5 above, we can require you to remove the animal from your home or impose any other condition to prevent the animal from causing nuisance or annoyance. You must comply with our requirements in this respect.

**4.11.7** You are responsible for any damage caused to your home or shared areas by any animal that is kept at your home or which visits your home. You will be charged for any costs that we incur as a result of such damage.

**4.11.8** If you do not comply with sections 4.11.2 to 4.11.7 above, we may take possession proceedings against you, which will put your home at risk.

## **4.12 Keeping pigeons**

You cannot keep pigeons without our prior written consent.

## **4.13 Making improvements**

You must not carry out any improvements or alterations to your home without obtaining our prior written consent. Further details of this are set out in section 5.7 below. Examples of improvements and alterations include:

- decorating the outside of your home;
- carrying out alterations or making additions to your home or the services to it;

- altering, adding or removing fixtures and fittings including kitchen and bathroom units, fires and showers;
- putting up a television aerial or satellite dish;
- install laminate flooring;
- anything that affects the structure of your home.

#### **4.14 Access**

4.14.1 You must allow us access to your home.

4.14.2 We will give reasonable notice to you if we need access to inspect, repair or improve your home or a neighbouring home.

4.14.3 In an emergency, we may enter your home without notice by any necessary means. Emergency means any situation that could cause personal injury, or damage to your home or a neighbouring property.

4.14.4 You should immediately report to us any defects likely to cause injury to persons or damage to your home or our property.

#### **4.15 Transferring your tenancy**

You cannot give or transfer this tenancy to someone else (this is called “assigning” the tenancy) except under your right to exchange (see section 5.13 below) or by an order of the court or with our prior written consent.

#### **4.16 Overcrowding, subletting and lodgers**

4.16.1 You must not allow more people to live in your home than is stated in the permitted number of people at the beginning of this agreement.)

4.16.2 You must not part with possession or sublet part of your home except as allowed in section 5.6 below. If you take in a lodger you must tell us so we can make sure there is no overcrowding.

#### **4.17 Parking**

4.17.1 You can only park currently taxed private cars and motor cycles on the parking area (if any) of your home and the shared areas of the estate designated for parking. You must not park caravans or commercial vehicles at your home or in designated parking areas without our prior written permission.

4.17.2 If you park on areas that we own, you must do so only on areas that we have approved for parking, and must not park on any other areas that we own. If the parking areas are designated to individual residents, you must only park in the area designated to you.

4.17.3 You must not, without our prior written permission, park or allow to be parked on the designated parking areas of the estate or at your home or any other area that we own, any vehicle:

- for which you receive payment (this includes taxis, vehicles for hire); or
- that is not in regular use.

**4.17.4** You must not allow another person to park at your home or in any designated parking area or in any other area that we own, in return for payment.

**4.17.5** You must not park in any space that we designate for use by disabled persons unless you are registered as disabled and display a valid disabled badge in your vehicle.

**4.17.6** You must not park in such a way as to interfere with access to any adjoining or neighbouring properties.

You are responsible for the behaviour of anyone living at or visiting your home - see section 4.5 above.

## **4.18 Safety and security**

**4.18.1** You must not do, or allow, any act which may endanger your home or any neighbouring property, and in particular (if you use a shared entrance) you must not leave main doors unlocked or give keys to non-residents and you must permit entry only to your own visitors and not to anyone who claims to be visiting other residents.

**4.18.2** You must not do anything that may invalidate the insurance of your home or cause the premium to be increased.

**4.18.3** You must not use or permit to be used mobile gas or paraffin appliances at your home or in any shared areas.

You are responsible for the behaviour of anyone living at or visiting your home - see section 4.5 above.

## **4.19 Ending the tenancy and moving out**

**4.19.1** If you are going to move out (and end this tenancy) you must give us at least four weeks' written notice ending on a Sunday. If you do not give this notice, you will be charged for rent for the four weeks after we receive notice or find out that you have moved out. If you are a joint tenant, only one tenant needs to give notice to end the tenancy.

**4.19.2** When you move out, you must:

- Return the keys to us by 12 noon on the day after the tenancy ends (which will be a Monday). If you do not, you will be charged for the cost of changing the locks.
- Leave your home (including any fixtures and fittings and furniture that we provided and any replacement items) clean and in the same condition that it was at the start of your tenancy. If you do not, you will be charged for any costs that we incur.

- Remove your possessions and leave your home empty, except for any fixtures and fittings and furniture that we provided and any replacement items (see section 4.19.3 below).
- Leave any garden or yard tidy and free from rubbish. If you do not, you will be charged for any costs incurred by South Liverpool Housing.
- Pay your rent up to date.

**4.19.3** If any of your possessions (or the possessions of any other person) are left at your home at the end of your tenancy (this includes when we have obtained a court order for the possession of your home) or when you have moved out, we will treat those possessions as having being abandoned and can dispose of them as we see fit (this may include destroying them). You will be charged for any costs that we incur.

**4.19.4** If any such possessions are sold, the money from the sale (after deducting the costs of the sale, storage and removal) can be used to pay any sum that you owe us. Any remaining balance will be paid to you.

Specimen Agreement

## Section 5: Your rights and security of tenure

### You have the following rights:

#### 5.1 Right to occupy

You have the right to occupy your home without interruption or interference by us for as long as this tenancy lasts (except for the obligation contained in this agreement that gives access to our employees or contractors) so long as you comply with the terms of this agreement and have proper respect for the rights of other tenants and neighbours.

#### 5.2 Your security of tenure

You have security of tenure as an assured tenant so long as you occupy your home as your only or principal home. If you stop living in your home as your only or principal home, you will lose security of tenure and this tenancy will no longer be an assured tenancy. If this happens, we can give you 4 weeks' notice in writing to end the tenancy. If, at the expiry of the notice, your home is occupied, we will still need a possession order from the County Court.

#### 5.3 Grounds for possession

5.3.1 While your tenancy is an assured tenancy, we can only end your tenancy and obtain possession of your home on one of the grounds for possession contained in schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996), which are called "**the grounds for possession**" in this agreement.

5.3.2 We will give you a notice which explains the reasons why we wish to obtain possession of your home under one or more of the grounds for possession and gives a date after which court proceedings for possession may start.

5.3.3 We will normally give you a minimum period of notice of 28 days, except for the circumstances set out in (i) and (j) below, where two months notice will be given, or in cases where we urgently require possession under the circumstances set out in (d) or (f) below, when we reserve the right to reduce the period of notice or ask the court to dispense with any period of notice.

5.3.4 This is a summary of some of the grounds for possession. If there is any conflict between this summary and the grounds as they are set out in the statute, the statutory wording will prevail.

(a) You have not paid rent which is due. **(Ground 10)**

- (b) You have persistently delayed in paying rent when it is due. **(Ground 11)**
- (c) At the time of being given notice and at the date of the court hearing, your rent is at least eight weeks in arrears. **(Ground 8)**
- (d) You have broken or failed to perform any of your duties under this agreement. **(Ground 12)**
- (e) You, or anyone living in your home, have damaged your home or allowed its condition to deteriorate (this also applies to any shared areas). **(Ground 13)**
- (f) You or anyone living with you 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 any lawful activity in the locality, or has been convicted of using your home for immoral or illegal purposes or of an arrestable offence committed in your home or its locality. **(Ground 14)**
- (g) Your home was occupied by you and your partner and your partner has left because of violence or threats of violence made by you to him/her (or a member of their family living in your home before they left) and the court is satisfied that they are unlikely to return. **(Ground 14A)**
- (h) You or anyone living in your home have damaged any furniture that we provided under this tenancy. **(Ground 15)**
- (i) We have offered you suitable alternative accommodation. The circumstances in which this may happen include:
- Your home is overcrowded or under occupied; or
  - We intend to re-develop or to do work to your home or a neighbouring property; or
  - Your home is specially designed or adapted accommodation and you do not need this type of accommodation; or
  - We cannot maintain your home at reasonable cost or your home forms part of larger property which together with your home cannot be maintained at reasonable cost; or
  - You are a successor to a tenancy of sheltered accommodation and are under the age of 55 years;
  - Your home is intended for use by a person who needs support services and the support services are no longer provided. **(Ground 9)**
- (j) We intend to demolish or reconstruct or to carry out substantial work to your home or a substantial part of it and cannot reasonably do so without you giving up possession of your home. **(Ground 6)**
- (k) You were not entitled to succeed to the tenancy, but inherited the tenancy under the will or intestacy of the previous tenant and

we seek possession within 12 months of the death of the previous tenant. **(Ground 7)**

- (l)** You or someone acting at your instigation deliberately gave false information to obtain the tenancy. **(Ground 17)**

**5.3.5** The court will not make the order for possession to us on any of the circumstances in (a), (b), (d), (e), (f), (g), (h), (i) and (l) above, unless the court considers it reasonable to do so.

**5.3.6** The court must make an order for possession to us in circumstances set out in (c), (j) and (k) above.

**5.3.7** We will meet your reasonable removal expenses where (i), (j) or (k) above apply.

## **5.4 Injunctions and anti-social behaviour orders**

We reserve the right to seek injunctions and/or anti-social behaviour orders against you or any member of your household or visitor to your home if you or they behave in an anti-social manner or you breach the terms of your tenancy. This may be in addition or as an alternative to any possession proceedings under the grounds set out in section 5.3 above.

## **5.5 Important notice**

**5.5.1** If we obtain possession of your home except on Ground 7 or Ground 9 (see section 5.3.4 above) we may (after investigating the facts) decide you have become homeless intentionally.

**5.5.2** If you became homeless intentionally then Liverpool City Council may have no statutory obligation to make any offer of permanent housing to you or to admit you to its Housing Waiting List.

## **5.6 Right to take in lodgers and sub-let**

**5.6.1** You do not have to get our permission to take in any persons as lodgers (subject to no overcrowding - see clause 4.16 above) but you should tell us if you do take in a lodger. A lodger is a person who lives in your home as a member of your household but does not have private use of any part of it.

**5.6.2** You may also with our prior written consent, sub-let part of your home but we will only consent to you subletting part of your home on either an assured shorthold tenancy or a contractual tenancy which is not an assured tenancy under legislation. Subletting means that someone pays rent to you to have the private use of part of your home.

**5.6.3** We shall not unreasonably refuse our consent and if we do unreasonably refuse our consent it shall be treated as given and any question relating to the refusing or giving of consent shall be decided in the same way as if the matter arose for determination between a secure tenant and their landlord.

## 5.7 Making improvements

You can make some improvements, alterations and additions to your home including the erection of a television aerial or satellite dish, external decoration and additions to, or alterations in our installations, fixtures and fittings. This right is subject to you having first obtained our written consent and all other necessary approvals like planning permission or building regulation approval. We will not unreasonably withhold our consent but will make it conditional upon the work being carried out to a certain standard. Failure to comply with these conditions will be a breach of your duties under this agreement (see section 4.13 above).

## 5.8 Compensation for improvements

You have the right to be compensated for qualifying improvements with compensation being paid at the end of the tenancy. This is subject to you having complied with 5.7 above. The amount of compensation will be based upon the costs that you paid, depreciated over time. Full details should be obtained from us prior to carrying out improvements.

## 5.9 Right to repair

You shall have the right to have repairs carried out to your home as if the Housing Act 1985 (called “**the Secure Tenancy Legislation**” in this agreement) applied to this agreement.

## 5.10 Right to consultation

We will consult with you before making changes in matters of housing management or maintenance that are likely to have a substantial effect on you.

## 5.11 Home loss and disturbance payments

If you are forced to leave your home permanently because it is being demolished or redeveloped you may be entitled to a home loss Payment. If you have to move out temporarily for major repairs or improvements to be carried out you may be entitled to a disturbance payment. These payments are calculated and made under the Land Compensation Act 1973 and related legislation.

## 5.12 Right to information

5.12.1 We will inform you about the terms of this tenancy, our repairing obligations and our policy and procedures on tenant consultation, housing allocation and transfers. You also have the right to request information from us about our management performance as a landlord.

**5.12.2** As our tenant, you have the right under the Data Protection Act 1998 to check some of the information that we hold about you, so you can check it is correct. This includes information about you that:

- We have stored on our computer or in our files; and/or
- You have given to us, for example, in your application form.

**5.12.3** If you wish to look at this information, please write to us. You will be asked to provide identification before you can see the information and you will have to pay a charge.

### **5.13 Right to exchange**

**5.13.1** You have the right to assign this agreement to another tenant by way of an exchange with one other tenant (a direct exchange) or by exchanges involving more than one tenant (an indirect exchange) as long as you comply with the following conditions:

- every tenant taking part in the exchange is a tenant of the Housing Corporation or Housing for Wales or a registered social landlord or a Local Authority or New Town or a housing trust which is a charity;
- every tenant has the written consent of their landlord to the assignment of their tenancy to you or to another tenant who has the right to exchange;
- if the exchange involves tenants of more than two homes then all tenants involved in the exchange are assigning their tenancies to tenants who have both the right to exchange and the written consent of their landlord to the exchange (where required);
- you have complied with any reasonable conditions attached to our consent relating to the payment of outstanding rent, the remedying of any breach or the performing of any obligation of the tenancy agreement and the exchange will not result in either statutory overcrowding or your home becoming under occupied by more than one bedroom.

**5.13.2** We will not unreasonably refuse our consent and if we refuse it except on one of the grounds contained in the Secure Tenancy Legislation, our consent shall be treated as given in the same manner and decided as if the matter arose for determination between a Secure Tenant and their Landlord.

**5.13.3** We may not rely on any grounds contained in the Secure Tenancy Legislation unless we have, within 42 days of your application for consent, served you with a notice stating the ground and giving particulars of it.

**5.13.4** Except by any reasonable conditions (see under Clause 5.13.1 above for details of the conditions we may impose) a consent required under this

clause 5.13 shall not be given subject to a condition and a condition imposed otherwise than as so provided shall be disregarded.

## **5.14 Rights of succession**

**5.14.1** This is the right for someone to take over the tenancy if you die.

**5.14.2** If you were a joint tenant, then on your death the surviving joint tenant(s) will take over the tenancy. This will apply even if you were already a successor.

**5.14.3** If you were a sole tenant and as long as you were not a successor (as defined in section 5.14.4 below), then on your death the following persons have a right to succeed to the tenancy:

(1) Your spouse or a person living with you as your husband or wife (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death. If there is more than one person entitled to succeed as your spouse or partner, they will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide which will succeed to the tenancy.

(2) If you have no surviving spouse, partner or joint tenant, a member of your family (as defined in section 5.14.5 below) may succeed as long as:

- they occupied your home as their only or principal home (at the date of your death); and
- they lived with you throughout the period of 12 months ending on the date of your death;

If more than one member of your family has a right to succeed to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim and we will decide who will succeed. When we have decided, we will inform everyone involved.

(3) The successor or potential successor(s) must notify us in writing of your death within six months and provide details of any agreement reached or ongoing dispute requiring a decision to be made as set out in (1) and (2) above.

**5.14.4** You are a successor if:

- You were a joint tenant and have become the sole tenant; or
- You gained the tenancy as a result of an exchange of tenancies and you were a successor under the previous tenancy; or
- You gained the tenancy as a result of a court order in matrimonial proceedings and your spouse was a successor; or

- You gained the tenancy by a right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant.

**5.14.5** A person is a member of your family if they are: your parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative or adopted child.

## **5.15 Right to acquire**

You may have a right to acquire your home under Section 16 of the Housing Act 1996 subject to the provisions of that Section and any regulations made under it.

Specimen Agreement

## **Section 6: Complaints**

If you think we have not done anything that we agreed to do in this agreement, you can make a complaint to us.

Details of our complaints and appeals policy are available from our office at the address given at the start of this agreement.

If you are not satisfied with how we deal with your complaint, you can go to a Housing Ombudsman. If you ask us we will explain how to complain and how to go to a Housing Ombudsman. You can also get advice from a Citizens Advice Bureau, housing advice centre, law centre or solicitor.

*We are subject to any guidance on housing management practice and performance standards issued by The Housing Corporation with the approval of the Secretary of State and The Housing Corporation's Residents Charter applies to this Tenancy. A copy of this Charter is included with the Tenants Pack you will receive when you sign this tenancy agreement.*

Specimen Agreement

# Weekly Rent and Service Charge Schedule

YOUR BASIC RENT IS: £. p  
\_\_\_\_\_

**YOUR SERVICE CHARGE IS FOR:**

- - Gardening/Hard Landscaped Maintenance
- including removal of rubbish/fly tipping
- 
- Communal Cleaning (areas/windows)
- Electricity supply to communal areas including checking and replacement of lamps/bulbs
- Door Entry System
- Management and administration
- Furniture package (**where applicable**)

**Total Service Charge** \_\_\_\_\_

**YOUR TOTAL RENT AS SHOWN ON YOUR RENT ACCOUNT:** \_\_\_\_\_  
=====

If you have any query about the information contained in this schedule please contact the SLH office at Parklands in Speke or in Garston bringing this with you. If this is not convenient please telephone 0151 285 5600.

## **Service Charges Schedule – Communal Blocks**

This is a schedule of services provided to tenants and residents of communal blocks in the Speke and Garston Area and comprises:

### **1 Gardens and grounds**

- All costs associated with litter picking and rubbish removal, together with maintenance of communal gardens and landscaped areas including all related costs for materials, labour and equipment.
- Depreciation of equipment.

### **2 Communal Cleaning:**

- Costs of cleaning of all common parts both internal and external and communal windows including labour, materials, refuse removal, equipment, depreciation of equipment.

### **3 Electricity and Lighting**

- Electricity and lighting to common areas including the checking and replacement of bulbs.

### **4 Door Entry System**

- Costs of equipment rental or purchase, service and repairs costs.
- Depreciation of equipment.

### **5 Management Charge for the provision of Services in this Schedule**

#### **5 General:**

Where applicable the following are included within each individual element charge

- a) Value Added Tax incurred in the provision of the services comprised in this schedule (so far as not recoverable)
- b) Interest on loan repayments on money borrowed to carry out any of the services comprised in this Schedule
- c) (So far as is permitted by the law) such other services and equipment not specified above as may from time to time be provided to the area/blocks including improvements to the premises or the area/estate(s)

The costs relating to the provision of these services are apportioned equally between all dwellings in the block/area/estate(s).

If there is a change in the numbers of dwellings in the block/area/estate(s) SLH will recalculate proportional charges from the date of the next service charge review.

If SLH wishes to alter, add to, modify, reduce or remove any of these services, then this can only take place after all those currently receiving such services (or who will have to contribute towards the cost of such new services) have been consulted.

If after such consultation has taken place, the changes in the provisions of Services proceed, these can only take effect after SLH has served one months notice advising of the changes and the date from which they will take effect. Such notice must include any revised proportion that the tenant would constitute following the notice taking effect.

Specimen Agreement