

Clarion Housing Association Ltd

Fixed Term Tenancy Agreement (monthly)

Terms and Conditions

Contents

1. About your tenancy agreement
2. Your responsibilities
3. Your rights
4. Additional rights and obligations
5. Our responsibilities
6. Notices
7. Varying the tenancy agreement
8. Ending the tenancy

1. About Your Tenancy Agreement

Welcome to Clarion Housing Association Limited.

This document sets out the terms and conditions that apply to the tenancy agreement between you and us. By signing the agreement you are entering in to a legal contract with us to become our tenant and keep all of the terms and conditions of the agreement.

Above all, we expect you to pay your rent and any other charges on time, to look after your home and treat your neighbours with consideration and respect in the same way you would like to be treated. These are reasonable expectations, so if you do not keep to these conditions of tenancy, you will risk losing your home.

2. Your Responsibilities

1 Possession

You agree to take possession of and live in your home from the start of the tenancy and not to part with possession until either you have given us the required notice to end the tenancy and the period of notice has come to an end, or we end the tenancy.

2 Rent

- a) You agree to pay the rent (including the service charge (if any) and all other charges) for your home every month in advance on the 1st of each month. If you do not pay the rent on time we may apply to a court and ask for you to be evicted from your home. We will charge you for the cost of taking you to court.
- b) If we agree that you can pay the rent (including the service charge (if any) and other charges) on a basis other than monthly, you must pay on the agreed dates in advance.
- c) If you are a joint tenant, you are jointly and separately responsible for paying the rent (including the service charge (if any) and other charges) due. This means that we can ask either of you to pay the full amount due.
- d) If, as of the date of this agreement, you have any previous debts that you owe us, such as rent arrears or court costs for a previous home, the amount owed may be added to your rent account under this tenancy. You agree to repay the previous debts at the same time as your rent, in the monthly amounts shown on page 1 of the tenancy agreement.
- e) We may vary the net rent with effect from the 1st April following the start of this tenancy, by giving you at least one month's notice. The rent increase notice will specify the new net rent payable. After the first rent increase, the net rent will be varied annually, with effect from the 1st April, by giving you not less than one calendar month's written notice of the increase.
- f) Details of any services we provide to you or your home are shown in a service schedule attached to this document. We may increase, remove, reduce, vary or add to the services after consultation with you. We will give you at least one month's notice of changes in services and of any changes in the service charge (if any) because of the change.

- g) You may have to pay a separate service charge in addition to your rent, and where this is the case the amount of the service charge at the start of this tenancy is shown on page 1 of this tenancy agreement. Your service charge may be a fixed service charge in which case Version A below applies or a variable service charge in which case Version B below applies and which version applies to your tenancy is shown on page 2 of the tenancy agreement.

(i) Version A Fixed service charge

We may increase the service charge by giving you not less than four weeks' written notice. We will usually do this at the same time as we increase your net rent, but may also increase the service charge when a new service or increased level of service is provided.

(i) Version B Variable service charge

The service charge is your share of the cost of providing the services referred to at (f) above. Your service charge has been calculated on the basis of how much we expect the services provided to cost during the coming year, taking into account the reasonable costs incurred during the previous year, estimates for future years, and allowing for any surplus or deficit from the previous accounting periods. We may increase or decrease your service charge at any time if we give you at least four weeks' notice in writing, but we will not do so more than once a year unless there is a change in the services provided.

3 Support charges (if applicable)

Where you pay a support charge (indicated by an amount being entered as a 'support charge' on page 1 of the tenancy agreement), we may vary the support charge 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 net rent each year.

4 Provision of heating and hot water (non-CHP) (if applicable)

Where we collect a heating and hot water charge as part of the service charge payable by you (indicated by an amount being entered as a charge for 'heating and hot water' on page 1 of the tenancy agreement), those charges will be managed and administered by us. You agree that you will pay a proportionate part of the total of those heating and hot water charges, including a reasonable contribution towards any management and administration costs incurred by us directly (such as our staff costs) or indirectly (such as where we employ a third party to administer services on our behalf). As the charge forms part of the service charge it will be reviewed and increased or decreased as part of the overall service charge increase or decrease in accordance with clause 2 g), Section 2 of the tenancy agreement.

5 Provision of heating and hot water through a Combined Heat and Power (CHP) system

If your home receives heat and power from a CHP system then you will have to pay towards any heating, hot water and/or power that you receive and the costs of the system. Your obligations are set out in a separate Heat Supply Agreement between you and us. Although the heat and power your home receives from any CHP system is provided under that Heat Supply Agreement and not under the terms of this tenancy agreement, the heat and power your home receives from any CHP system and your obligations under the Heat Supply Agreement are fundamental to how heat and power is provided to your home so those arrangements are part of this tenancy agreement. This means that if you fail to comply with your obligations in the Heat Supply Agreement, we will consider that to be failure to comply with your obligations under this tenancy agreement and may apply to a court to ask you to be evicted from your home. We will charge

you the costs of taking you to court. Any Heat Supply Agreement between you and us is attached to this tenancy agreement.

6 Outgoings

You are responsible for paying any Council Tax, water charges, electric, gas and any other outgoings whether metered or billed, and for contents insurance (unless included in the charges shown on page 1 of the tenancy agreement).

7 Use of your home

- a) You agree to live in your home, and use it as your only [or principal] home. You must not operate or advertise any trade or business at your home without our written permission. We will not unreasonably refuse permission. If we give permission and the trade or business causes a nuisance or annoyance to other people in the locality, or damages our property, we can withdraw the permission.
- b) You must not commit any criminal offence at or in the locality of your home. You must not use your home for any illegal or immoral purpose including growing, preparing, selling, supplying or using any illegal drugs, storing or handling stolen goods or prostitution.
- c) You are not entitled to (and will not become entitled to), any right of light or air or other right, which would affect the use or development of other property in the area.

8 Repairs and Maintenance:

- a) You agree to keep your home clean and in a good condition.
- b) You agree to keep the inside of your home, including its fixtures and fittings and glass, in good condition, and to decorate the rooms in your home as often as necessary to keep them in good decorative order.
- c) Where it is caused by you, your family, friends and relatives or anyone living with or visiting you (including children) you agree to repair any damage to your home (or replace damaged items), including damage to fixtures and fittings, any shared parts of the building your home is in, or the estate it is part of. This includes replacing broken glass, hinges, locks, door knockers, catches, cupboard handles, toilets seats, chains and handles, plugs and unblocking any blocked sinks, baths and washbasins. You do not have to repair fixtures and fittings if they need replacing due to fair wear and tear.
- d) You agree not to attach a satellite dish, television or radio aerial to the exterior of your home or shared parts without getting our written permission first.
- e) You agree not to unblock any fireplaces that we have had blocked up without getting our written permission first.
- f) If you fail to carry out repairs that are your responsibility under the terms of this agreement you will pay the reasonable costs incurred by us in carrying them out.

- g) Where we consider that we cannot reasonably carry out necessary works (whether repairs or improvements) with you and your household remaining in your home, you will move to suitable temporary accommodation until the works are complete.

9 Improvements

- a) You agree not to alter the structure of your home or any fixtures and fittings without first getting our written permission.
- b) You agree not to fit laminate or other hard flooring in any part of your home without first getting our written permission.
- c) You agree that you are responsible for repairing and maintaining all improvements and fixtures and fittings that you install in your home or garden, such as a new kitchen, shower or garden fencing. If you leave them behind at the end of your tenancy they will become our property. If you take them with you, you must put back your home to the way it was before you made the improvements. If you do not put back your home to the way it was before you made the improvements, we will charge you the costs of any reinstatement work.

10 Reporting Repairs

You agree to report to us promptly any repair or defect for which we are responsible, in your home or the shared areas. If the repair or defect gets worse because you fail to report it, we may charge you all or part of the cost of the repair.

11 Access

- a) You agree to allow our employees, agents or contractors to enter your home at reasonable times and subject to reasonable notice of not less than 24 hours (unless it is an emergency) to inspect the condition of your home or any installations; to carry out repairs, yearly gas and electrical safety checks or other works to your home or an adjoining property; or to conduct viewings with prospective tenants after you have given notice that you wish to end the tenancy.
- b) In an emergency we may need more immediate access, and in some situations may have to force entry. In this case we will secure your home and repair any damage caused as a result of the forced entry.
- c) If you refuse access, we may charge you for the cost of securing a court order to require access.

12 Nuisance, Anti-social behaviour and harassment

You agree that you, your family, friends and relatives or anyone living with or visiting you (including children and pets) must not:

- a) do anything which causes or is likely to cause a nuisance or annoyance to other persons in or around the building where you live, the estate where you live, its neighbourhood or any other Clarion housing estate.
- b) behave in a manner that may be considered as anti-social, intimidating, threatening, abusive or harassment to any of our tenants, leaseholders, employees, agents or contractors, whether in person, by phone, letter or electronic means including social media.

- c) cause any noise so loud or persistent that it causes a disturbance to other residents.

13 Domestic violence

You agree not to commit or threaten abuse or violence which prevents, or is likely to prevent, anyone living in your home (including children) from being able to live there in safety and peacefully.

14 Pets

- a) You agree not to keep a pet or any other animal at your home without our prior written permission, unless it is a guide or hearing dog. If you neglect or mistreat the pet or animal we will withdraw our permission.
- b) You agree not to allow any pet or other animal in or at your home, whether it is yours or another family members' or visitors', to cause a nuisance or annoyance to your neighbours, or to foul in your home or in any shared areas, estate roads, playgrounds, car parks or any other part of the neighbourhood. If they do, you must clear it up straight away. If a pet or other animal causes a nuisance then we may withdraw our permission for you to keep it and you must immediately cease to keep it at your home.

15 Pests and Infestations

You are responsible for preventing and eradicating any pests such as mice and rats, or infestations such as wasps, cockroaches, fleas or bed bugs within your home and garden, including keeping a good level of cleanliness and hygiene.

16 Health and Safety

You agree to:

- a) keep all shared areas free from any obstruction, personal belongings or rubbish as these present a fire risk and will be removed. Storing possessions in shared areas is a serious breach of tenancy and we will charge you for the costs we incur in removing them.
- b) put all rubbish in appropriate bin bags and dispose of it in the proper bin areas
- c) not tamper or interfere with any doors to the shared parts of the building, or any fire safety doors, electrical or gas installations or meters or lifts.
- d) not attach any security gates on windows, doors without our prior written permission.
- e) not disconnect any smoke detectors, carbon monoxide or fire alarms where fitted, and to replace the batteries in any smoke alarms, and to regularly test the alarms within your home to keep them in working order.
- f) not to use or store flammable liquids in your home, other than small amounts reasonably required for ordinary domestic use.
- g) not to use or store Portable Liquid Gas (LPG) appliances or cylinders inside your home including gas barbecues and heaters.

- h) not to smoke in any internal shared parts of the building, and not allow members of your household or visitors to do so.

17 Gardens, Fencing and Garden Walls

- a) You agree to keep the garden, yard, balcony, path or any other private area let to you as part of your tenancy (if any) clean, tidy and cultivated, and not to store any scrap materials, furniture, appliances, vehicle parts or rubbish in it.
- b) You are responsible for maintaining any fencing or garden walls that border the garden or yard of your home, and for maintaining any shed, lean-to, clothes lines and posts.
- c) Except for routine pruning and trimming you must not remove or alter any fence, wall, hedge or tree at the premises without first getting our written permission.
- d) You must ensure that any trees or hedges in your gardens are maintained to a reasonable height and condition and that they do not obstruct any windows, doors or footpaths.
- e) You must not put up or install a shed, garage, greenhouse, pond or other structures without getting our written permission first.
- f) If you fail to comply with any of these requirements, you will be charged for any costs we incur in undertaking work you should have done or removing structures you have put up without our permission.

18 Vehicles and Parking

You agree that you, your family, friends and relatives or anyone living with or visiting will not:

- a) park any vehicle, caravan, motorhome, trailer or boat on our property or land except in the designated parking areas (if provided) without first getting our written permission.
- b) build a parking space, car port, drive or garage without first getting our written permission.
- c) scrap or abandon any vehicle, caravan, trailer or boat on our property. This includes any untaxed vehicle or a vehicle subject to a Statutory Off Road Notification unless we have first given our written permission for you to park the vehicle on our land. You will be required to pay our reasonable costs if we have to remove such vehicles.
- d) park without a valid permit, either for residents or their visitors, where there is a parking scheme.
- e) Sell, rent or give away any parking space or garage let to you.

19 Assignment

You agree not to assign the tenancy other than with a relevant court order or with our written permission when exchanging the tenancy under any right to exchange under Section 3 (4).

20 Overcrowding

You agree not to allow more than the maximum number of persons allowed in the tenancy agreement to live at your home.

21 Sub-letting

You agree not to grant a sub-tenancy of the whole or any part of your home, on a temporary or permanent basis (including any holiday lettings). If you do, we will apply to court to reclaim any profit you have made and may ask the local authority to prosecute you for fraud.

22 Absence from your home

You agree to inform us, in writing and if possible in advance, if you are going to or expect to be absent from your home for 3 months or more.

3. Your Rights

You have the following rights:

1 Right to Occupy

You have the right to live in your home without interference from us for the duration of this tenancy (except for the obligation contained in this tenancy agreement to give access to our employees or contractors) as long as you, your family, visitors or any other person living in your home do not break the conditions of this tenancy.

2 Lodgers

You have the right to take in a lodger but you must get our written permission before they move in. We will not unreasonably refuse permission but you must provide us with the lodgers' full name and date of birth and the number of people living in your home must not be more than the number allowed under this agreement.

3 Making Improvements

You may make changes or improvements to your home, as long as you have our written permission before you do anything. You may also need other approvals such as building regulations or planning approval. Failure to seek our permission or to comply with any reasonable conditions we require will be a breach of your obligations under this tenancy.

4 Right to exchange

You may have the right to exchange this tenancy with that of another tenant of a registered provider of social housing or a local authority. If you do have that right, you must first get our written permission and allow us access to inspect your home. We will not unreasonably refuse permission but there are grounds upon which we can refuse an exchange and we will explain these if we refuse.

You must not charge any fee or take money in relation to an exchange of this tenancy.

5 Right to Acquire

You have the right to acquire your home only if permitted under relevant legislation.

5a Right to Shared Ownership

You have the right to purchase your home on Shared Ownership terms only if permitted under relevant legislation.

6 Succession

- a) If you are a sole tenant and die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their main or only home at the time of your death and you have not already succeeded to either this tenancy or a previous tenancy which we granted.
- b) If you are a joint tenant and you die then the tenancy will continue in the name of the remaining tenant. This will count as a succession.
- c) No other household members will have the right to succeed to this tenancy.

4. Additional Rights and Obligations

There may be some further obligations and/or rights under this tenancy agreement that are specific to your estate, building or tenancy. These obligations and/or rights, with which you and we are required to comply, and which apply to this tenancy, are set out at the Schedule attached to this tenancy agreement.

If there is any inconsistency or conflict between these general terms and conditions and the provisions of the Schedule then the provisions of the Schedule will apply.

5. Our Obligations

1 Tenant's Right to Occupy

We agree to give you possession at the start of this tenancy and not to interrupt or interfere with your right to occupy your home unless:

- a) we need access, in accordance with the terms of this tenancy, or
- b) you or anyone else living with you has given false information to get the tenancy, or
- c) you break any conditions of this agreement. If you do, we may ask the court for an order to evict you.

2 Repair and Maintenance

- a) We agree to repair and maintain the structure of your home including any shared parts of the building which your home is a part of; any outside shared areas we own; or any outhouses we have provided. We retain the right to remove, without replacement, any outhouses or structures if they become unsafe.
- b) We agree to keep the systems for supplying water, heating and electricity, and for getting rid of waste and water in working order. If you have installed the system, you must maintain it yourself, unless the law says we must do it. You will need our written permission before you install your own system.

- c) We agree to keep the exterior of your home and any shared parts in a reasonable state of decoration
- d) We are not responsible for any repairs or maintenance which are needed because you, a relative or anyone who has your permission to be in your home has caused the damage, neglected your home or broken the terms of this agreement.
- e) We can consider the age and character of your home, and how long it is likely to last, when we are assessing what repairs or maintenance are reasonable.
- f) We are not responsible for providing dustbins for individual homes, or for repairing or maintaining anything which you can take away from your home.

6. Notices

This condition gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this tenancy agreement is

Clarion Housing Association
Reed House
Peachman Way
Broadland Business Park
Norwich NR7 0WF.

Any legal notice, or any other communication arising from this tenancy agreement, will be validly served on you if posted or delivered to or left at your home or last known address.

7. Varying the Tenancy Agreement

Apart from changes to the rent (including the service charge (if any) and other charges) and the services, the terms of this agreement can only be changed by written agreement between you and us; or legislation; or by us telling you about the required changes and asking for your comments, which we will consider carefully and then decide whether to make the changes and notifying you of them in writing and they will take effect 28 days' after the date of the notice.

8. Ending the Tenancy

1 Your ability to end the Tenancy

- a) You can end this tenancy at any time by giving us at least one calendar month's written notice (for example, if you give us notice on the 14th September, the tenancy will end on the 13th October). You must pay us any rent or other charges owed before leaving. At the end of the notice period, the tenancy will end.
- b) You must return all keys to your home to us no later than 10am on the day after the tenancy has ended. If the keys are not returned on time you will have to pay a month's rent.

- c) You must give us vacant possession when you leave and must leave your home in a clean and tidy condition and free of rubbish and personal belongings. If we have to clean or clear any rubbish we will charge you with the cost of doing this. We may sell your belongings but if they have no monetary value you agree we can treat them as abandoned, dispose of them and charge you any costs involved.
- d) You must make sure any repairs that are your responsibility are complete and any fixtures and fittings that you have installed and are leaving in the property are in good working order. If you do not do this, we will charge you our costs for undertaking the work.

2 Our ability to end the tenancy

We may re-enter your home and end this tenancy before the end of the fixed term if at any time:

- a) the rent and other charges payable remain unpaid, wholly or in part, for 14 days after becoming due, whether formally demanded or not, or
- b) you do not use, or cease to use your home as your only or principal home, or
- c) any of your other obligations in this tenancy are not complied with, or
- d) any of the grounds for possession listed in Schedule 2 of the Housing Act 1988 apply, including the mandatory ground 8 for rent arrears and ground 7A for serious anti-social behaviour.

If any of the circumstances outlined above apply, we may apply to the Court to end this fixed term assured shorthold tenancy by obtaining an order for possession of your home.

If we intend to seek possession of your home, we will give you a minimum of two weeks' notice in writing unless:

- a) we are using ground 14 relating to nuisance or domestic violence when the notice may be less than two weeks, or
- b) the Court has allowed us to go ahead without serving notice on you.

3 Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy (for example if you do not use, or cease to use your home as your only or principal home), we may end this tenancy by giving you one month's notice in writing.

[Service schedule]

[Schedule of Additional Rights and Obligations] – as referred to at Section 4.