

The Tenancy Agreement

YOUR TENANCY AGREEMENT

THE TENANCY

This is an agreement for a property at:

This agreement is between

["You" or "the tenant"]

(In the case of joint tenants, the term "tenant" or "you" applies to each of you and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out in this Tenancy Agreement).

And Green Vale Homes ("we", "us" or "our") of Green Vale Court, New Hall Hey Road, Rawtenstall BB4 6HR. We are registered with the Housing Corporation under Section 3 of the Housing Act 1996.

The total rent you must pay includes any extra charges listed below.

Your weekly rent is £

We work this out as follows:

Basic rent £

Service charge items included in the rent (schedule attached) £

Support/Supporting People charge Included in the rent made up of: £

•Care line charge £

•Warden support charge £

Fuel charges (communal heating) £

Total £

Water and sewerage rates and Council Tax are not included.

Your Assured Tenancy Agreement

This agreement makes you the tenant of the property at the address shown above while it is your only or main home.

Amendments to Legislation

Any reference in this tenancy agreement to an Act of Parliament refers to that Act as it applies at the date of this agreement and any later amendment or re-enactment of it.



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Right of Third Parties

You and we agree the provisions of the Contracts (Rights of Third Parties) Act 1999 will apply to this Tenancy Agreement, which means that none of the terms can be enforced by any other person save for a person to whom it is lawfully assigned or succeeds to it in accordance with the provisions in Part E Transferring or Exchanging Your Tenancy and Part F Succession.

Rights enjoyed by Council Secure Tenants

So far as is possible we agree to give you the rights enjoyed by Council Secure Tenants as if Section 92-101, 104-106 and Schedule 3 of the Housing Act 1985 (and regulations made under those sections) applied to this Tenancy Agreement.

General Information

You and we must both keep to this agreement. Once both you and us have signed this agreement, it will be legally binding.

In this agreement "your home" or "the property" means the home at the address shown previously and includes any fixtures and fittings, yard, gardens (but not communal gardens), hardstanding, balcony, outbuilding, shed, fence or wall let with it.

Where referred to in this Agreement, "communal areas" includes any pedestrian ways, communal areas or corridors, passages, forecourts, landscaped areas or other areas from time to time during the tenancy provided by us for the common use and enjoyment of yourself and other residents.

The property does not include the following:

- a) An item (for example, a shed) which a previous tenant left and you have agreed to take responsibility for. If you do not

want to take responsibility for an item left by a previous tenant, you can remove it if you first get our permission.

- b) Garden paths which are not essential for getting to and from your home.
- c) Garden fences, except boundary fences.
- d) Bushes.
- e) Garages not attached to your home (unless rented from us).

You are responsible for repairing, maintaining and replacing the items above.

A list of items you have agreed to be responsible for is given on the information sheet at the back of this document. (To be specified for each tenancy, as required).

PART A

PAYMENTS FOR YOUR HOME

1. Paying for your Home

One of your most important responsibilities is to pay your rent.

You must pay your weekly rent, (including where relevant any service charge, support or Supporting People charge), on Monday each week for the week to come. If you are joint tenants, you are each responsible for all the rent and any rent arrears. We can recover all rent arrears owed for your home from any individual joint tenant. For example, if one joint tenant leaves, the remaining joint tenant or tenants is/are responsible for any rent still owed.

2. Changing your Rent

- a) We will increase your rent on the first Monday in April 2006 by no more than the change in the Retail Price Index ("RPI") (all items – as recorded in September of the previous year), plus 0.5%, plus £2 per week (the "First Rent Increase").

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- b) After the First Rent Increase we can, (in accordance with Sections 13 and 14 Housing Act 1988), increase your rent once every year.
- c) You must then pay the full amount shown in the notice unless either we agree an alternative figure with you or you ask a Rent Assessment Committee to set a rent for you. This rent will be the most we can charge for one year from the date specified in the notice unless you and we agree otherwise.
- d) We will not increase your rent more than once a year after the First Rent Increase without your prior consent.

The normal rent year will be 52 weeks (unless there are 53 weeks in the year) and you have four non-payment weeks during the year. We do not expect you to pay rent during a non payment week unless you have rent arrears. If you have rent or service charge arrears, you must pay rent and arrears as usual during these weeks. We will tell you at the start of the year which weeks are non-payment weeks.

3. Former Tenant Arrears

This paragraph only applies if we have filled it in.

If we have filled in this paragraph, it means that this is an exceptional and special case and we have allowed you to move to one of our properties when you have rent arrears from a former tenancy.

You must pay us £..... at the rate of £..... a week on top of your rent towards arrears of rent and other sums due to us. This amount may change from time to time if we and you agree.

4. Arrears

If you owe us rent or service charge arrears on this or a former tenancy then this is the action we could take.

We take rent arrears very seriously. If you do not pay your rent, we may apply to a court to repossess your home.

This is the action you could take.

If you cannot pay your rent, contact the Income Generation Team as soon as possible.

You may get help with paying your rent by claiming Housing Benefit. Your Income Generation Officer or a customer services officer can tell you how to make a claim.

5. Service Charges (if this applies)

Where we provide you with services these are set out at the front of this Tenancy Agreement. You must pay a service charge for these services, and this charge is listed at the front of this Tenancy Agreement.

We may, after consulting the tenants affected, increase, add to, remove, reduce or vary the services provided or introduce new services. Any such changes may either require you to pay a new service charge or affect the amount of service charge you pay. Notice of any change in the amounts charged for services will be in accordance with Clause 5.

If you pay a service charge:

We may increase your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the service provided.

Each year, at the end of February we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.

At the same time we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.

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If there would be a significant increase in the amount of the service charge, we may introduce this gradually over a number of years.

We will give you a summary of what is included in your service charge.

You have the right, within six months of receiving your summary, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We will cover the cost of any copying that you require.

We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable.

6. Support/Supporting People charge (if this applies)

If we provide you with support services, (indicated by a charge for Support or Supporting People services at the front of this Tenancy Agreement) then these services may include, (but not be limited to) the provision of general counselling and support in relation to the following:

- a) Maintaining the security of your home.
- b) Maintaining the safety of your home.
- c) Standard of conduct required.
- d) Paying the rent.
- e) Maintaining your home in an appropriate condition.
- f) Giving up your tenancy at an appropriate time.
- g) Contact with others to ensure your welfare.
- h) Other support services (excluding personal care).

At the start of your tenancy, you agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved by you. But the level of services we provide may change from time to time as agreed through consultation with you and other tenants on your scheme or estate.

We will increase the Support or Supporting People charges at the same time as your rent and service charges by giving you one month's notice in writing in advance. The annual increase (if any) to the Supporting People charge will be made in accordance with the levels set by the Supporting People Administering Authority.

Where the Supporting People Administering Authority for the Supporting People Grant have carried out an independent review of the Supporting People Grant to us we may, after consulting with you, cease to provide the Supporting People services ourselves. We will take every reasonable step to ensure a smooth transition to enable an alternative external support provider to continue to provide the Supporting People Housing service you currently receive.

If an alternative external support provider provides you with support services, then you are responsible for entering into a separate agreement with that service provider for those services. You are also responsible for paying for those support services in accordance with that separate agreement. Any such payments will be in addition to your rent and service charges, payable in accordance with this Tenancy Agreement.

7. Arrears and advance payments made by you

If you have made any advance rent payments (known as credits) or have rent (or service charge or Support or Supporting People charges) arrears on your rent account for your home when this tenancy is granted we will:

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- a) add the amount of any credit you have to your rent account, (this is known as crediting your account), or;
- b) add any arrears you have to your rent account (this is known as debiting your account).

So that this is entirely clear by signing this Tenancy Agreement you are agreeing that we will treat any rent or service charge or Support or Supporting People charge arrears that you owe to Rossendale Borough Council, on your home before the date of this agreement as current arrears.

We may claim these arrears as if this Tenancy Agreement has not been granted and your old Tenancy Agreement was still in force.

If you leave your present home to become our tenant in another home:

- a) we will be entitled to use all rent payments made on your new home to pay off any arrears on your old home;
- b) likewise we will also be entitled to use any rent credits you have built up to cover the rent on your new home.

PART B

HOUSING BENEFIT

If you are on low income and think you need help to pay your rent it is your responsibility to claim Housing Benefit. Our staff can provide you with help and advice on claiming Housing Benefit. The Council are responsible for deciding your claim for Housing Benefit.

If you are entitled to Housing Benefit and wish to have any benefit entitlement to be paid directly to Green Vale Homes, you will need to give your consent to this on your claim form for Housing Benefit.

If your circumstances change, altering your entitlement to Housing Benefit you must inform the Council at once. If more Housing Benefit is credited to your rent account than you are entitled to because you have not informed the Council of a change in your circumstances you will be responsible for paying back any money that you were not entitled to receive.

We will credit your rent account with benefit entitlement when we receive it.

SUPPORTING PEOPLE GRANT

If support charges are included in your rent you should give the Council the authority to pass your details to the Supporting People team who will decide if you are entitled to help with your support charges. If you are entitled to help with these charges this will be paid directly to your support provider. Failure to provide consent may result in the loss of your entitlement. If your circumstances change you should tell the Council straight away. The Council can then decide if you are entitled to more or less benefit.

PART C

REPAIRS AND MAINTENANCE

1. Your rights

You have the right to have repairs carried out to your home as if Section 96 of the Housing Act 1985 (as amended) and the Regulations made under it applied to this agreement, if you tell us what needs doing. There are set timescales for small, urgent repairs and you have the right to compensation if these are not done on time. Further detailed information is available from your local Neighbourhood Team.

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You have the right to make improvements, alterations, additions to your home but you must first get our written permission if you want to:

- a) Make any structural changes or additions to the property.
- b) Erect a shed garage or any other external construction.
- c) Remove, add or alter any part of a fence or garden wall.
- d) Add to or change or replace any fixtures and fittings provided by us.
- e) Put up a satellite dish or other amateur radio aerial such as a citizens band aerial.
- f) Alter any gas electrical heating or water installations including having a water meter installed. You must also tell us if you intend to change your utility supplier.

We will not unreasonably refuse permission for such improvements or changes, but we may impose conditions. You must also get any planning permissions, building regulations approval or any other permission that you may require before you start the work.

If we refuse, we will always write and tell you why. We must be satisfied with the improvements or alterations, and we may inspect them.

We will treat any failure to satisfy our conditions as a breach by you, of an obligation under this Agreement.

2. Receiving compensation for improvements

We agree to give you the right to make improvements and receive compensation for them on leaving your tenancy as if Sections 97, 98, and 99, 99A, 99B and 100 of the Housing Act 1985 (as amended) applied to this Agreement.

If you make any unauthorised alterations to your home, we may require you to remove or reinstate. We may also do the work and recharge you.

3. Insurance

We will insure your home (building only and excluding fixtures and fittings) for such sum and against such risks as we (acting reasonably) believe appropriate. Please note that you as tenant are responsible for taking the necessary steps to ensure that the contents of your home are fully insured. And you are strongly advised to do this. To assist you, we would aim to encourage you to join our proposed Home Contents Insurance Scheme. Details of this would be available from your Neighbourhood Housing Team.

4. Our Rights

We have the right to:

- a) Move you if your home needs to be empty for major works. If we need you to move for this reason, we will provide alternative accommodation.
- b) Gain access to your home to inspect, clean or repair neighbouring dwellings or any sewers, drains, pipes, wiring, ducts for central heating or cable serving neighbouring dwellings.
- c) Make good and charge you with the cost of any repair needed due to neglect, negligence or wilful damage by you, your household or your visitors.

You must allow our authorised employees or other agents into your home at all reasonable hours to inspect its condition, do any repairs or improvements, service your appliances (particularly gas appliances) or to carry out work we consider necessary to make sure the property and surrounding properties do not put you or anyone else at risk. We will give you at least 24 hours advance notice, in writing, if possible and all our employees or our agents will carry formal identification at all times.

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We have a statutory duty to inspect gas installations annually. Failure to allow access for servicing gas installations will result in court proceedings against you to ensure that we obtain access. You will be responsible for the costs of the court proceedings if you deny or obstruct access unreasonably.

Authorised employees may need to enter your home without notice in an emergency, using reasonable force if necessary, if we feel there is a risk of personal injury or damage to the property. We will secure your property when we leave it.

5. Your repair and maintenance responsibilities

You are responsible for minor repairs to your home.

Minor repairs include but are not limited to:

- a) Replacing electrical fuses and light bulbs.
- b) Replacing batteries in smoke alarms.
- c) Maintaining a garage, driveway or shed which has been constructed by you or previous tenants where you have accepted responsibility for these.
- d) Clearing outside gullies.
- e) Lost keys.
- f) Re-glazing (for example in windows and doors) unless this is due to vandalism and you can supply us with a crime file number.

You must also:

- a) keep external air bricks and internal vents free of any obstruction in maintaining gas appliances;
- b) keep shared areas including communal halls, staircases, landings, lifts, balconies, passageways and surrounding areas of any flats in a tidy condition and not block them;

- c) burn smokeless solid fuels approved by us for your appliances if your home has solid fuel heating;
- d) take reasonable steps to prevent water pipes being damaged by frost;
- e) report any repairs we are responsible for to the Repairs Reporting Contact Centre as soon as you can;
- f) report repairs such as blocked drains, water leaks, structural defects and problems with water, gas, electricity and fire appliances immediately.

If your repair call is made outside office hours this will transfer to the emergency call out team. If you report repairs to this service which could not be reasonably classified as an emergency, we will charge you the extra costs of doing the work out side normal hours.

You must also keep the interior of your home clean and in a good state of decoration and to co-operate with other residents in keeping all communal areas clean and free from obstruction.

6. Carrying out and charging for repairs

You will be responsible for repairs and replacements to your home which you need to carry out because of damage caused by you, your household, pets or visitors to your home.

In the event that we send you a written notice to carry out the repair in a reasonable time you must do the repairs and replacements to our satisfaction and within a reasonable time. If you do not do the work, or if your repairs do not meet our standards, we may carry out the work and charge you. You must pay the charge in full within 28 days of receiving the bill, unless we have agreed a different payment method with you. In an emergency, we may carry out the work and charge you for it.

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7. Our repair responsibilities

We will repair and maintain:

- a) The structure, outside and shared parts of your home.
- b) The installations provided by us for supplying water, gas and electricity, and for disposing of sanitation and rubbish.
- c) The installations and appliances provided by us for heating your home and for hot water.

We will paint the outside woodwork and metal work to your home including communal areas.

8. Emergency repairs service

We agree to ensure the provision of an emergency repairs service. Full details of the level and extent of the service will be notified to you and may be revised from time to time.

PART D

PERSONAL, PROPERTY AND COMMUNITY RESPONSIBILITIES

1. General information

These Tenancy Agreement conditions are to make sure that you, members of your household, visitors, your neighbours and other people living in the locality are not subjected to disturbance, nuisance, harassment or any anti-social behaviour.

You are responsible for complying with the terms of this Tenancy Agreement. You are also responsible for the behaviour of members of your household and visitors to your home, including children under the age of eighteen

You must not knowingly condone or fail to prevent any person doing anything that is in breach of this Agreement.

You are in breach of this Agreement if you, members of your household or visitors including children under the age of eighteen, break any of the terms of this Agreement.

We may apply to the Courts to enforce the terms of this Agreement and any Court costs incurred will be charged to you for payment.

You must occupy your home as your principal (main) home. You must occupy your home within 28 days of the start of your tenancy, unless you have our written permission not to do so.

You must not allow your home to become overcrowded (as this is defined in the Housing Act 1985) or exceed the maximum number of persons who occupy your home.

2. General care of your home

You are responsible for ensuring that:

- a) you or your household or visitors do not place any items or allow any item or items either inside or outside your home so that access to and from your home or to and from any neighbouring property or other land is obstructed;
- b) you pay all gas, electricity, Council Tax, water, sewerage and telephone charges relating to your home;
- c) no defacement or graffiti is caused to your home or communal areas by you, your household or visitors. You will be charged for removal if we have to do this on your behalf;
- d) you keep any communal areas of buildings used under this Agreement free from obstructions and rubbish;
- e) nothing is thrown from any landing, balcony, corridor or window in your property or in areas shared with other people;
- f) joint driveways or footpaths are not blocked so as to prevent emergency vehicles getting to your home or the homes of others;

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- g) noise in communal areas is kept to a reasonable level to avoid causing nuisance to your neighbours;
- h) other land owned by us is not entered without either good reason or written permission;
- i) communal area doors are not jammed open and that strangers are not admitted to internal communal areas without identification;
- j) rubbish is not dumped but disposed of appropriately and is safely and securely wrapped. Local Neighbourhood Teams can give you advice should this be required.

Remember you are responsible for the actions of your household, pets or any visitors to your property in relation to caring for your home, whether you are aware of their actions or not.

3. Leaving your home temporarily

If you intend to be away from your home for more than 28 days at any one time you should inform us in writing and you must also:

- a) have arranged for someone to pay your rent while you are away;
- b) drain the water supply and turn off other utility supplies when you are away from home (e.g. on holiday, in hospital) during the winter months, from November to March;
- c) make sure that when you leave your home is secure;
- d) see if a friend or relative is able to look after your home, and;
- e) tell us where we can contact you and when you plan to return.

If you do not tell us that you are going to be away, you may lose your rights under this agreement.

5. Businesses

You must not use your home (including any garage or garden) for any trade or business without our written permission and you must obtain any necessary planning and other consents before asking our written permission.

We will not refuse permission unless we believe that the nature of the activity is likely to cause nuisance and annoyance to neighbours or may damage your home.

You must not display any sign or notice-board about your business. If there are any communal parts you must use them with due regard for the convenience and safety of others.

6. Gardens, boundaries and balconies

You must:

- a) keep any garden or yard, including hedges, which are part of your home cultivated, neat and tidy;
- b) not cut down or plant any trees without first getting our written permission;
- c) not alter or otherwise interfere with the existing boundaries of your home;
- d) not cultivate any landscaped areas maintained by us without first obtaining our permission in writing.

You are in breach of this Agreement if you:

- a) neglect your garden;
- b) allow any tree or bush (including those diseased or dead) to be a nuisance or danger or a potential nuisance or danger;
- c) allow any tree or bush to be planted in such a position or to grow to such an extent as to be a potential cause of damage to our property or to a neighbour's property;
- d) allow any tree or bush to damage or interfere with nearby pipe, wire, electrical installation or structure (including road, footway, paved or surfaced area).

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We reserve the right to take legal action against you for this breach of the Agreement or we can enter the property and do any work we think necessary and you may have to pay us for any work we have to do.

If you have a balcony or open walkway that you share with others you must:

- a) keep it tidy at all times;
- b) keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours;
- c) not allow any animal to foul it;
- d) not light fires, including barbecues on it;
- e) not feed birds or other animals from it.

7. Storing, using or disposal of dangerous substances and items

You must not store or use petrol, liquid petroleum, gas or other similar combustible or inflammable fuels (except normal household materials) in your home or any communal areas. In blocks of flats and maisonettes more than two storeys high paraffin and bottled gas heaters and bottled fuel must not be used or stored.

You must ensure that no firearm or firearm ammunition is stored in your home unless you have a permit.

You must also ensure that hazardous items, for example, glass or medical products (such as hypodermic syringes or medication) are disposed of appropriately. Local Neighbourhood Teams can give you advice should this be required.

8. Nuisance and harassment

We believe that everyone has the right to respect and to live peacefully in their home without suffering nuisance and disturbance from others. As our tenant, you are responsible for making sure that anyone living at or visiting your home respects other people's rights.

Your responsibilities for your own behaviour, members of your household and visitors are not only confined to your home. They may also apply to the area around your home, our staff, our contractors or agents and our offices and also to the community you live in.

You, your household, lodgers, or anyone visiting your home must not:

- a) Harass, threaten, pester or intimidate any resident of the neighbourhood, any of our employees, our contractors or agents, at any time or any place.
- b) Abuse, assault, intimidate or threaten any violence against any resident of the neighbourhood, any of our employees, our contractors or agents, at any time or any place.
- c) Damage or remove, without permission, any fixture, fitting or any other property belonging to us, our contractors or agents. This includes warden call equipment.
- d) Remove, damage or interfere with security and safety equipment in communal areas.
- e) Tether horses, ponies, donkeys or any other livestock on any open areas.
- f) Condone, permit, allow or fail to prevent any member of your household, lodger, sub-tenant and visitor to act in the ways described in paragraphs (a) (b) (c) (d) and (e) above.

Where you or any member of your household, lodger or visitor have broken paragraphs (a), (b) (c) (d) and (e) above, we may require you to pay us the cost of repairing the damage or making good the loss. Other examples of nuisance, annoyance and disturbance could include, for example, arguing and door slamming, dog barking, offensive drunkenness, playing ball games near to someone else's home, discarding litter, throwing stones, entering other gardens and communal areas without invitation from a tenant or resident of that area.

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We have the right to apply for and obtain injunctions (with power of arrest as appropriate), we can take legal action to take possession of your home, we can take legal action to demote your tenancy to one that is less secure for threatened or actual breaches of this Agreement. We will use Acceptable Behaviour Contracts and will also work in partnership with the Police Authority in securing Anti-Social Behaviour Orders where necessary.

Violence and harassment will not be tolerated for any reason, including but not limited to harassment on racial or ethnic grounds or due to religious belief, disability, age, gender, sexual orientation, appearance or mental or physical capacity.

Violence and harassment include, but are not limited to:

- a) Threats of violence.
- b) Abusive (both mental and physical), insulting or intimidating words or behaviour. (This may include, but not be restricted to graffiti, malicious complaints, leaflets, pamphlets and other written material, damage or threats of damage to property including damage to any part of a person's home, or any act or omission calculated to interfere with the peace or comfort of any person or to inconvenience such a person).

You must not use, condone the use or fail to prevent your home or any common parts being used for anything immoral or illegal purposes.

Under Ground 14 Schedule 2 of the Housing Act 1988 (see Appendix) we may take action to seek possession of your home if you, your household, or your visitors:

- a) are guilty of conduct causing or likely to cause nuisance and annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality;

- b) have been convicted of using your home for any immoral or illegal purposes. This includes but is not restricted to convictions for supplying drugs, prostitution, firearms offences or storing stolen goods;
- c) have been convicted of an arrestable offence committed in, or in the locality of your property.

9. Domestic Violence

You must not inflict domestic violence or threaten domestic violence against your partner, your children, your partner's children or any other person living in your home.

If you do and your partner leaves your home because of violence or threat of violence and does not intend to return, we have the right to apply to the Court for repossession of your home.

10. Noise

You, your household and your visitors must not play or allow to be played any radio, television, record, tape, CD, mini disc, DVD or musical instrument or operate any other equipment so loudly that it annoys your neighbours or other tenants or visitors to the locality or can be heard outside your home.

11. Keeping Animals

- a) You must not keep or allow to be kept on or near your home any animal which, through noise, number, behaviour or smell frightens, or causes nuisance and annoyance to, other people in the neighbourhood, whether they are living there or not.
- b) You must not allow your visitors to bring any animal to your home that through noise, number, behaviour or smell frightens, or causes nuisance and annoyance to other people in the neighbourhood, whether they are living there or not.

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- c) Any animal kept in or at your home must be kept in a reasonable manner and kept under control at all times.
- d) You must not keep in or at your home:
 - i) a dog or cat if you live in flats or premises with shared entrances;
 - ii) any animal that is classed as wild or dangerous by law or by virtue of a conviction without our written permission;
 - iii) any livestock (which includes but is not limited to cattle, pigs, poultry, donkeys, ponies, horses, sheep and goats);
 - iv) any poisonous snakes or other poisonous reptiles or insects.

We reserve the right to ask you to remove any animal we consider is unsuitable to be kept in your home.

12. Parking

This tenancy condition applies to any motor vehicle (this includes motor cycles), motor home, caravan, boat or trailer.

You:

- a) may park a vehicle within the boundary of your home if there is a properly constructed driveway, dropped kerb, access crossing and garage or hard-standing. In all other cases you must get our written permission;
- b) must not park or drive any vehicle on open plan areas, footpaths or grass verges;
- c) must not park a boat at your home, shared areas or any garage forecourt or communal area without our written permission;
- d) must not park derelict vehicles in gardens, verges, estate roads, shared areas or land owned by us. We may remove such vehicles and you will have to pay our removal and disposal costs;

- e) must ensure that your vehicle is taxed, insured and fit to drive. You must park tidily and not cause obstruction.

13. Vehicle maintenance

You must restrict any vehicle maintenance at your home to minor repairs to your own vehicle and vehicles belonging to your household. The vehicle should be on a driveway (not a shared driveway), hard-standing or in a garage when the work is being done. Any repairs done should not cause a nuisance or annoyance to neighbours.

You must:

- a) keep noise, vibration, smells, fumes and dirt to a minimum;
- b) dispose of any unwanted oil, engine or vehicle parts properly and must not deposit them within a boundary of your home or anywhere except at an authorised site;
- c) not cause nuisance by excessive running of an engine of any vehicle or by using noisy machinery or tools;
- d) not keep un-roadworthy or illegal vehicles within the boundary of your home, or on open plan areas, communal parking areas, footpaths, grass verges, or any other area in the locality of your home.

PART E

TRANSFERRING AND ENDING YOUR TENANCY

1. Transferring your tenancy

You must not pass on (assign) this Agreement unless:

- a) A Court orders you to do so; or
- b) You exercise your right to exchange; or
- c) You pass on this tenancy to a person who could have taken it over if you had died.

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2. Transferring or exchanging your home.

You have the right to transfer or exchange your home or part with possession of part of your home. But, you must only do this with our permission, in writing which we will not unreasonably withhold and which may be subject to certain reasonable conditions. We may also ask you to keep to certain conditions.

3. Exchanging with another tenant

You have the right to exchange (swap) your home with another assured periodic or secure tenant from a Council or another Registered Social Landlord. Before you do this you must first get our written permission.

We agree to give you this right as if Section 92 of the Housing Act 1985 applied to this Tenancy Agreement. If you have exchanged homes with another person and do not have our permission in writing, we may apply to a court to repossess your home.

If you offer or accept any money or other financial incentive from another tenant to exchange your home, we may apply to a court to repossess your home.

If you have rent arrears (missed payments) or if you have not kept to the conditions of this Agreement, we may give our permission to exchange only if you pay your rent or take some action to keep to this Tenancy Agreement (for example, we can ask you to tidy your garden).

You also have the right to be registered with HOMESWAP. You can get more information about HOMESWAP by writing to us at our address set out at the beginning of this Agreement, or from the Neighbourhood Housing Team.

4. Transferring your tenancy

You may want to move somewhere else but not want to leave your family without a home to live in. In some cases, you may be allowed to hand over your tenancy to a member of your family. This is called 'assigning' your tenancy.

A member of your family is your husband or wife, your partner, parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece.

Other than in exceptional circumstances you will only be allowed to hand over your tenancy to a member of your family who has lived with you for the last 12 months and if you have not succeeded to the tenancy from someone else. You should confirm with us whether the person you want to assign your tenancy to is eligible to become the new tenant.

If you are intending to hand over your tenancy to a member of your family, you will need to seek our approval and ask a solicitor to draw up a 'deed of assignment'. The solicitor will then need to send the deed to us.

Assignments are most commonly used if you move into residential-care accommodation.

5. Ending Your Tenancy

To end your tenancy you must give four weeks written notice ending on a Monday at noon to your Local Neighbourhood Team. You may be able to agree a shorter notice period if we are able to let your property quickly. We will charge you rent, service charges and support charges, (as applicable) until you return the keys to us or, if we think you have left your home until we repossess it. If you hand the keys in before noon on a Monday, the tenancy will end immediately. If you hand them in after this then the tenancy will end on the Monday following the receipt of the keys.

If you are joint tenants, any one of you can end the tenancy by giving four weeks notice in writing. We can decide if any other joint tenants can stay on at the property.

You must give us vacant possession of the property when your tenancy ends unless you have our prior written agreement. Also you will need to inform statutory agencies (e.g. gas and electric suppliers) and give us details of your next address for our records.

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Providing that we give you prior reasonable notice you must allow us to show possible new tenants around your home or carry out an inspection of your home before the end of the four week notice period.

You must leave your home (including our furniture, fixtures and fittings), in good condition, clean and tidy and reasonably decorated. Rubbish or other effects must be removed from your home, including your loft, sheds, garden or other communal areas and these must be left in a tidy condition.

Do not leave any of your belongings (for example furniture, fridges, cookers, household or personal effects) behind either in your property or in gardens or other communal areas. If you do they will become our property and we will dispose of them and you must pay our expenses for doing this.

After you have left your home we will do a full inspection.

We will charge you for the cost of:

- a) making good any damage to your home not resulting from fair wear and tear;
- b) replacing any missing fixtures and fittings;
- c) any cleaning costs we have to pay so that we can relet your property.

6. Ending of Assured Tenancy and Consent Orders

a) Taking Court action for other reasons

We reserve the right to seek injunctions to require you to comply with, or to stop you breaching your obligations under this Agreement. This may be in addition or as an alternative to any possession proceedings under the grounds referred to in the Appendix.

b) Ending of assured tenancy

If the tenancy stops being an assured

tenancy, we may end it by giving you 4 weeks notice in advance.

The tenancy may stop being an assured tenancy, if for example you stop living in your home as your only or principal home.

c) Court order

As long as you are an Assured tenant, we can only end the tenancy by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). The Court will make an order only if we have served on you a written notice complying with the Housing Act 1988 (as amended) or the Court considers it just and equitable to dispense with service of such a notice.

We will serve a notice (or ask the Court to dispense with service of the required notice) and then seek to recover possession of your home only on one or more of Grounds 7, 9, 10, 12, 13, 14, 14A, 15, 16 and 17 set out in full in the Appendix.

We agree that we will not serve notice (or ask the court to dispense with service of the required notice) to obtain possession of your home on Grounds 1, 2, 3, 4, 5, 6, 8, and 11 of Schedule 2 of the Housing Act 1988. We may also apply for a demotion order under Sections 6A and 20 of the Housing Act 1998 (as amended by the Anti-Social Behaviour Act 2003). Information on what these grounds contain is available on request.

If we intend to seek a demotion order we will give you two weeks' notice in writing unless the Court has allowed us to go ahead without serving notice on you.

If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you four weeks' notice in writing unless:

- we are using grounds 14 or 14A when the notice may be less than 4 weeks; or

The Tenancy Agreement

- we are using grounds 7, 9 or 16 when we will give 2 months' notice; or
- the Court has allowed us to go ahead without serving notice on you.

We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the Court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in the Appendix to this Tenancy Agreement.

If this tenancy has been demoted, we may ask the Court to make a possession order under other provisions of the Housing Act 1988. These give the Court limited rights to refuse a possession order.

PART F

YOUR ADDITIONAL TENANCY RIGHTS

These are the rights granted in addition to the rights set out in other sections of this Tenancy Agreement following transfer of homes to Green Vale Homes.

You have all these rights:

1. Succession

- If you are the only named tenant and you have not already taken over this tenancy under the conditions outlined below (either in this Tenancy Agreement or a previous Tenancy Agreement which we have granted) when you die the tenancy will be passed on under the following rules of 'succession'.
- If you die, your tenancy will pass to your wife, husband or partner, as long as they occupied your home as their only principal home at the time of your death. If they are already a joint tenant, they will become the only tenant.

- We will consider your unmarried or same-sex partner to be a member of your family if they can show that you were living together for the last 12 months before you died.
- If you are not married, another member of your family can become the tenant, as long as they had lived with you for at least 12 months before you died. A member of your family is a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece (step families are included in this provision). If anyone wants to claim the tenancy, they must write to us within six months of your death. If your home is not suitable for this member of your family, either because of size or type, we will offer that person alternative accommodation.
- We will take account of any wishes you may have set out in writing during your lifetime. If more than one member of your family wants to succeed to the tenancy, they must decide between themselves who should get the tenancy. If they cannot decide, we will decide who will take the tenancy.
- A person who succeeds to the tenancy will become an assured tenant with the rights in this Tenancy Agreement. People who do not have the right to succeed will not be assured tenants, even if they continue to live in the property.
- If you have succeeded to this tenancy under paragraphs (c) or (d) of this succession section and your home has been specially adapted and no one living in your home needs the adaptations or we decide that your home is too large for you we may offer you another home which is more suitable to your needs. If you refuse to move to another home, we may apply to a court to repossess your home. However, we will take account of all the circumstances of your case before we decide to do this.

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(h) We will normally only allow one succession. In certain circumstances, we may grant a new Tenancy Agreement to one of the people set out above or another person who qualifies under our succession policy.

2. Previous Successions with the Council

For the purposes of Clause 1 of this Part F we will ignore any previous succession that took place whilst your tenancy was with the Council.

3. Taking in lodgers and subletting

You may take in a lodger without our consent if you do not cause overcrowding. You should let us know in writing when a lodger moves into your home and when he/she leaves your home. If you are in receipt of Housing Benefit you should also tell the Council that your circumstances have changed.

You may, with our written consent, sublet or part with possession of part of your home but we will not consent to you granting an assured tenancy (as defined in Section 1 Housing Act 1988) except for an assured shorthold tenancy (within the meaning of Section 20 Housing Act 1988) or a contractual tenancy which is not an assured tenancy (within the meaning of Section 1 of the Housing Act 1988) – or a sub-tenancy of the whole of your home. We may give consent subject to reasonable conditions.

4. Preserved Right to Buy

If you were a tenant of Rossendale Borough Council and had the 'right to buy' your home before you transferred to us, you have the 'preserved right to buy' your home under the Housing Act 1996 and the Housing (Preservation of Right to Buy) Regulations 1993. Green Vale Homes "Right to Buy" Section will give you more information.

You will not have the preserved 'Right to Buy' if you live in sheltered housing or other

housing that is excluded under the legislation.

5. Right to acquire

You have the 'right to acquire' your home under the Housing Act 1996, unless you live in sheltered housing or other housing that is excluded under that legislation.

PART G

OTHER INFORMATION

1. Data Protection Act 1998

Under the Data Protection Act 1998, you have the right to see information that we hold about you. You may not be able to see everything, for example, details about other tenants. You can get copies of the information, but you will have to pay a charge set by the Data Protection Commissioner.

You also consent to us holding and processing information (including sensitive personal data) that you have provided or has been provided by third parties or will be provided in the future to perform the functions of Green Vale Homes. This may involve disclosure to certain third parties who are able to show that they are entitled to receive information. We comply with the Data Protection Act 1998 when dealing with personal data. This means your personal data will be processed in accordance with the law.

By signing this Clause and this Tenancy Agreement, you are consenting to us processing your personal data.

Signed

Signed

2. Local tenants' and residents' groups

You have the right to start or join a local tenants' or residents' group and we would positively encourage this. Ask our Tenant Participation Officer or your neighbourhood staff for information about groups in your area or about how to start one.

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We also encourage tenants to get involved in decisions and in managing their homes and to take part in any training and development they may need.

3. Consultation

You have the right to be consulted about important changes in our housing service.

We must ask for your views about any of our housing plans if they substantially affect your tenancy, (for example, modernisation or improvement work that is planned for your home or your area). We will involve you or your tenants' or residents' group in local housing issues.

4. Information

You have a right to information about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

5. Changing this agreement

Except for changes in the amounts charged for rent, service charges, Support or Supporting People charges, or where permitted under future legislation, the Tenancy Agreement and these tenancy conditions may be altered only if both you and we agree in writing.

6. Complaints

We operate a formal complaints procedure. Details are available from us. If you feel that we have broken this Agreement or not performed any obligation in it, you should first complain to us giving details of the breach or non performance. If we fail to deal with the complaint or you believe that we continue not to comply with the Agreement, you can obtain advice and information from a local Citizens' Advice Bureau, law centre or solicitor (you may be charged for this service).

You can also complain to the Independent Housing Ombudsman although you should first try to resolve your complaint through our complaints procedure.

We are regulated by the Housing Corporation. We are subject to any guidance on housing management practice and performance standards issued by the Housing Corporation with the approval of the Office of the Deputy Prime Minister and the Housing Corporation's Resident Charter for Housing Association Applicants and Residents.

Our staff will treat you with respect at all times and act reasonably and fairly in accordance with our equal opportunities and diversity policies. You should treat our staff in the same manner.

7. False Information

It is a term of this tenancy that you (or anyone acting for you) have not induced us to grant you this tenancy by knowingly or recklessly making a false statement to the Council.

SIGNATURES

I/We have had an opportunity to read the terms and conditions of this Tenancy Agreement, which include the tenancy conditions attached. I/We understand that I/We should not sign it unless I/We am/are happy to be bound by its terms as by signing it I/We am/are agreeing to be so bound.

Your signature.....

Date.....

Joint tenant's.....
signature (if any)

Date.....

Authorised Officer's
signature.....

Date.....

Their name (in CAPITALS)
.....

Position:

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APPENDIX

Schedule 2 of the Housing Act 1988 – Grounds for Possession of Dwelling- houses let on Assured Tenancies Part 1 Grounds on which Court must Order Possession

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death. For the purpose of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, your home which are let or any other term of the tenancy. We will not use this ground if the person who inherits the tenancy is your wife, husband, partner, or a member of your family who is entitled to it under Part F Clause 1.

Part II Grounds on which Court may Order Possession Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

We will only seek to recover possession of your home on this ground if in addition we can show that:

- (i) we intend within a reasonable time of obtaining possession to demolish,

reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or

- (ii) your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or
- (iii) your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs; or
- (iv) your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or
- (v) Premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property.

Ground 10

Some rent lawfully due from the tenant:

- a) is unpaid on the date on which the proceedings for possession are begun; and

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b) except where subsection (1)(b) of Section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13

The condition of the dwellinghouse or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwellinghouse and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, 'common parts' means any part of a building comprising the dwellinghouse and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwellinghouses in which the landlord has an estate or interest.

Ground 14

The tenant or a person residing in or visiting the dwellinghouse:

- a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
- b) has been convicted of:
 - (i) using the dwellinghouse or allowing it to be used for immoral or illegal purposes; or

(ii) an arrestable offence committed in, or in the locality of, the dwelling house.

Ground 14A

The dwellinghouse was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife and:

- a) one or both of the Partners is a tenant of the dwellinghouse;
- b) the landlord who is seeking possession is a Registered Social Landlord or a charitable housing trust;
- c) one Partner has left the dwellinghouse because of violence or threats of violence by the other towards:
 - (i) that Partner; or
 - (ii) a member of the family of that Partner who was residing with that Partner immediately before the Partner left; and
- d) the court is satisfied that the Partner who has left is unlikely to return.

For the purposes of this ground 'Registered Social Landlord' and 'member of the family' have the same meaning as in Part 1 of the Housing Act 1996 and 'charitable housing trust' means a house trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwellinghouse and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

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Ground 16

The dwellinghouse was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

For the purposes of this ground, at a time when the landlord is or was the Secretary of State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, shall be regarded as employment by the Secretary of State.

Ground 17

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by:

- a) the tenant; or
- b) a person acting at the tenant's instigation.

