# South Liverpool Homescircles

**Assured Tenancy Agreement**

# SOUTH LIVERPOOL HOMES

## ASSURED TENANCY AGREEMENT

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

If you want another copy of this agreement, we will provide one on request. If you want a copy of it in large print, in another language or in another form (such as in Braille or on audio tape), please tell us and we will provide this as soon as we can.

#### Section 1: Introduction

**This is an Assured Tenancy Agreement between:**

**The landlord:** South Liverpool Homes Limited of Parklands, Conleach Road, Speke, Liverpool L24 0TY (called “**we**”, “**us**” or “**our**” in this agreement). This is the address for service of notices on us, including any legal proceedings;

**The tenant(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 duties of the Tenant under this agreement.

**In respect of:**  (called “**your home**” in this agreement).

**Description of your home:**

Your home includes the house or flat, any fixtures and fittings that we provide and any garden, paths, hedges, outbuildings, garage and fences within the boundaries of your home.

Your home does not include common entrances, halls, stairways, landings and other areas (including communal gardens and yards) that are used by you and by our other tenants or other occupants of neighbouring properties (called “**shared areas”** in this agreement).

**Date of commencement of tenancy**: Monday (called “**the commencement date**” in this agreement).

Subject to the terms of this agreement, we let your home to you on a weekly assured tenancy:

At an initial rent of £ per week,

Initial service charge of £\_\_\_\_\_\_\_\_\_\_\_\_per week,

Other charges (specify below) £ per week

£ per week

**Making an initial total payment of £ per week**.

The charges for any support that you receive are set out in a separate support agreement (which is not part of this agreement).

The tenancy is for an initial term of one week (running from Monday to Sunday) and continues thereafter weekly until terminated by four weeks’ notice. If you have been allowed into occupation before the commencement date and paid rent for this period, your tenancy will still be a weekly periodic tenancy running from Monday to Sunday.

The rent and service charge can be increased under sections 5.1 and 5.4 below. If we provide services to you (for which you will pay the service charge), those services are listed in the schedule at the end of this agreement.

This is an assured non-shorthold tenancy for the purposes of the Housing Act 1988.

**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 of people to live in your home, you must get our prior written permission (see section 3.20 below). If you live in sheltered housing, no one under 55 years old can live in your home without our prior written consent (see section 3.1.3 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 (including you):

|  |  |  |  |
| --- | --- | --- | --- |
| Name | **Male/Female** | **Relationship to you** | **Date of birth** |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
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|  |  |  |  |
|  |  |  |  |

Please help us to manage your home effectively by telling us if there are any changes in your household.

Section 2: Our duties

**2.1 Possession**

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

**2.2 Your right to occupy**

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

**(1)** Require access under section 3.21 below; or

**(2)** Are entitled to possession of your home at the end of your tenancy; or

**(3)** Have obtained a possession order in respect of your home; or

**(4)** Want to check on your safety or welfare, where there is cause for concern; or

**(5)** Show prospective new tenants around your home if you have given us notice to terminate your tenancy. If we want to do this, we will give you at least 24 hours’ notice.

**2.3 Repairs**

2.3.1 We will keep in repair the structure and exterior of your home including:

* Drains, gutters and external pipes (but not including cleaning gutters);
* The roof;
* External walls and doors of the house or flat, window sills, sash cords, external window and door frames, catches and glass, including necessary external painting (where previously painted) and decoration;
* Internal walls, skirting boards, doors and door frames, floors and ceilings (but not including the decorative finish to these);
* Chimneys and chimney stacks and flues (but not including the sweeping of chimneys);
* Pathways and steps (where they are the main means of access to your home).

2.3.2 We will keep in repair and working order the installations for room heating, water heating and sanitation and for the supply of water, gas and electricity, including:

* Basins, sinks, baths, toilets (but not the toilet seat), flushing systems and waste pipes;
* Electrical wiring, gas pipes and water pipes;
* Water heaters and fitted fires;
* Sockets and light fittings.

2.3.3 We will keep in repair and working order any adaptations that we provide in your home, including stair lifts and hoists. We can charge a service charge for this. However, we will not be responsible for anything installed by you or any third party (including any person or body that provides support to you). We can change or remove any adaptations that we provide at any time.

2.3.4 We will not be liable for the repair of any of the items in sections 2.3.1, 2.3.2 and 2.3.3 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 sections 3.6 to 3.8 below), or members of your household or visitors.

2.3.5 We are not responsible for keeping in repair anything that you install in your home, including sheds. You may need permission to do this (see sections 3.9 and 4.9 below).

2.3.6 We are not responsible for infestations, including infestations of rodents and insects, unless it is due to our failure to comply with our repairing obligations set out in sections 2.3.1 and 2.3.2 above.

2.3*.*7 In the case of flats and other homes with shared areas, we will take reasonable care to keep the shared areas in repair and to keep the lighting of these areas in working order. We can charge the cost of this through the service charge.

2.3.8 We are not responsible for repairing or maintaining any free standing structures (including sheds, outbuildings and garages) that are not an integral part of the building containing your home.

**2.4 Information**

* + 1. We will provide you with information on our policies as required by law or by the guidance issued by the Homes and Communities Agency (or any successor regulator).

2.4.2 Under the Data Protection Act 1998, we will allow you access to personal information that we hold about you, so that you can check it and, if necessary correct it. All such requests will be treated as a data subject access request (DSAR)

2.4.3 We will deal with any personal information that we hold about you in accordance with our information security policy, a copy of which is available on request.

**2.5 Services**

We will provide the services referred to in section 1 above, providing that you pay the service charge due under this agreement. See section 5.4 below. If you receive support, this will be subject to a separate support agreement (which is not part of this agreement).

**2.6 Furniture**

2.6.1 If we provide any furniture or other items, this will be listed in the schedule of furniture and other items at the end of this agreement.

2.6.2 We will keep any furniture or other items that we provide in a reasonable state of repair. However, we will not be responsible for any repair that is necessary because of damage to or neglect of the furniture or other items by you (including any failure to comply with your duties under this agreement - see sections 3.6 to 3.8 below), or members of your household or visitors.

2.6.3 We reserve the right to change or remove the furniture or other items at any time.

**2.7 Discrimination**

We will not discriminate against you or members of your household on the grounds of gender, sexual orientation, race, disability, age or religion or because you or a member of your household is HIV positive or is living with AIDS.

**Section 3: Your duties**

**3.1 Occupation**

3.1.1 You will take up occupation of your home at the commencement date. You will occupy your home as your only or principal home and will not part with possession of your home or sub-let the whole of it.

3.1.2 You will tell us if you live or expect to be living or working away from your home for any reason or if your home is unoccupied for more than four weeks.

3.1.3 If your home is sheltered accommodation, you must not allow anyone under 55 years old to live in your home (which includes allowing a carer to stay overnight) without our prior written consent. This consent can be withdrawn at any time.

**3.2 Transferring your tenancy**

You cannot give or transfer this tenancy to someone else (this is called “assigning” the tenancy) except by an order of the court or with our prior written consent.

**3.3 Sub-tenants and lodgers**

You must not sub-let the whole of your home or create an assured tenancy of part of your home. You can sub-let part of your home or take in a lodger, if you obtain our prior written consent. We will not give consent if you live in sheltered accommodation. When you ask for our consent, you must tell us the name and age of the lodger or sub-tenant, how much they are going to pay you and which part of your home they will occupy. See also section 4.7 below.

### Important – paying your rent

* **We regard sections 3.4 and 3.5 below as very important.**
* **You are responsible for the payment of your rent, even if you receive Housing Benefit, Universal Credit or any other benefit.**
* **If you do not pay your rent, we can take possession proceedings against you and you may lose your home.**

**3.4 Rent**

3.4.1 You will pay the rent without deduction, a week in advance, every Monday.

3.4.2 You will pay to us, as rent, any overpayments of payments made on your behalf (including housing benefit and universal credit), which are subsequently recovered from us by the local authority or any other body (including the Department of Work and Pensions) in relation either to this tenancy or to a previous tenancy held by you.

3.4.3 The rent can be increased under section 5.1 below.

**3.5 Service charge**

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

3.5.2 The service charge can be increased under section 5.4 below.

**3.6 Repairs**

3.6.1 You will tell us about any repairs that need to be done that are our responsibility. You will allow our staff and contractors access to your home. Details of this duty are set out in section 3.21 below.

3.6.2 You will carry out any repairs to your home that are not our responsibility. This includes:

* Replacing or repairing any fixtures or fittings (such as locks and keys, hinges, glass in doors and windows, baths, toilets, sinks and basins) which require attention due to misuse by you or members of your household or visitors to your home;
* Decorating the inside of your home and keeping it in a reasonable state of decoration;
* Keeping all baths, sinks and cisterns, sanitary fittings and drains clean and unblocked;
* Renewing tap washers, chains and plugs for sinks, baths and basins;
* Replacing light bulbs, starters in fluorescent lights and fuses;
* Repairing and, if necessary renewing, gate catches, fireplace tiles and locks;
* Maintaining in a good state of repair any fixtures and fittings that you install in your home (including fires, cookers and electrical appliances);
* Maintaining in a good state of repair all toilet seats;
* Replacing lost keys and (if necessary) changing locks;
* Checking and (if required)replacing batteries in any smoke or carbon monoxide detector in your home; and
* Cleaning up mould caused by condensation.

3.6.3 You will make sure that drains and waste pipes are not blocked by anything that you, members of your household and visitors to your home put there (for example, by fat, waste food, nappies or sanitary towels).

3.6.4 You will keep your home well ventilated and use its heating system any extractor fans appropriately to avoid condensation.

3.6.5 You will pay the cost of any work set out under sections 3.6.2 - 3.6.4 above that we carry out at your request or as a result of your failure to comply with your duties set out above.

**3.7 Internal maintenance and decoration and insurance**

3.7.1 You will keep the interior of your home in a clean, hygienic and good condition.

* + 1. You will decorate internally so as to keep your home in good decorative order. This includes filling any hairline or minor cracks in plasterwork.

3.7.3 You are responsible for insuring the contents of your home and for taking any security measures required by insurers, such as fitting window locks. If you wish to install any such security measures, you must obtain our prior written consent (see section 3.9 below).

**3.8 Household waste collection, gardens and yards**

3.8.1 You must put all of your household waste for collection in any bin store or any area that we have designated for this purpose. You must take reasonable care to ensure that your rubbish is collected and must not put it out for collection earlier than the evening before collection is due.

3.8.2 If the local authority does not provide you with a rubbish bin or charges you for the provision of a bin, you will provide or pay for your own bin.

3.8.3 You will also keep any garden or yard that is part of your home clean and tidy, clear of rubbish and well maintained (which, for gardens, includes cutting the lawn, trimming hedges and shrubs and pruning trees).

3.8.4 You will pay the cost of any work set out under section 3.8.3 above which we carry out at your request or as a result of your failure to comply with your duties under section 3.8.3 above. We may also apply to the court for an injunction against you if you fail to keep your garden or yard clean and tidy, clear of rubbish and well maintained.

**3.9 Improvements**

You must not carry out any improvements or alterations to your home without obtaining our prior written consent. Further details are set out in section 4.9 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;
* Installing laminate flooring;
* Removing or altering fencing or external walls (including to create a parking space);
* Flagging a garden or yard (or any part of either);
* Installing a shed;
* Anything that affects the structure of your home.

**3.10 Your responsibility for members of your household and visitors**

You are responsible for the behaviour of every person (including children and lodgers) that lives in or visits (whether invited or not) your home. You are responsible for their behaviour in your home, in shared areas and in the locality of your home. In particular, you must prevent them from acting in any of the ways or doing any of the things described in sections 3.11 to 3.19 below. In those sections, where it says **“you”,** this means you and every person that lives in or visits your home.

**3.11 Damage**

You will not cause any damage to your home. If damage is caused in this way, then you will be responsible for making good the damage. This does not include fair wear and tear. If you do not repair the damage for which you are responsible, we can enter your home, carry out the work and charge you for the cost of the work.

**You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.**

**3.12 Use of your home**

3.12.1 You will only use your home as a private residence, as your only or principal home.

3.12.2 You must not use your home or any part of it for any business purpose or as a workshop or for the purpose of trade, without our prior written permission.

3.12.3 You must not use or permit your home to be used for any illegal or immoral purpose. Examples include:

* Cultivating, selling, supplying, storing or using illegal drugs;
* Storing, possessing, selling, distributing or making racist or pornographic material or indecent pictures or images of children;
* Storing or selling stolen goods;
* Storing or using weapons (including firearms) and ammunition;
* Prostitution.

3.12.4 You will not use any land belonging to us that is outside your home (and its garden or yard) without our prior written consent.

**You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.**

### Important – anti-social behaviour

* **WE HAVE A ZERO-TOLERANCE APPROACH TO ANTI-SOCIAL BEHAVIOUR**
* **We regard sections 3.13 to 3.15 below as very important.**
* **If you do not comply with your duties under these sections, we can take possession and/or demotion proceedings against you and you may lose your home.**
* **We can also apply to the court for an injunction and/or a criminal behaviour order against you, members of your household and visitors.**

**3.13 Violence, domestic violence, anti-social behaviour and hate crime**

3.13.1 You must not behave (or threaten to behave or encourage anyone else to do so) in a violent, menacing, threatening or abusive manner:

* In your home or in its locality towards any person who is lawfully in or in the locality of your home, including your neighbours, other members of your household and our staff, agents and contractors;
* In our offices and their locality towards any person who is lawfully in or in the locality of our offices, including your neighbours and our staff, agents and contractors;
* In any other place towards your neighbours, our staff, agents and contractors.

3.13.2 You must not inflict violence on or threaten violence against anyone living with you.

3.13.3 You must not damage or threaten to damage any property belonging to us, your neighbours, our staff, agents and contractors or any other person who is lawfully in or in the locality of your home.

3.13.4 You will not behave in a way that causes or is likely to cause nuisance, annoyance, alarm or distress to your neighbours, or any other person who is lawfully in or in the locality of your home (including our staff, agents and contractors). Examples of behaviour that will or is likely to cause nuisance or annoyance include (but is not limited to):

* Loud music, radios and television (see section 3.13.5 below);
* Shouting, arguing, banging and slamming doors;
* Dog barking;
* Dog fighting;
* Animal fouling;
* Using of noisy machinery;
* Offensive drunkenness;
* Prostitution;
* Selling drugs, drug or alcohol abuse;
* Dumping rubbish;
* Obstructing shared areas;
* Dismantling or repairing motor vehicles;
* Driving, riding or using vehicles (including bikes and motor cycles) dangerously or inconsiderately or on paths or other pedestrian areas;
* Throwing anything out of a window of your home;
* Displaying offensive or obscene messages or posters;
* Playing ball games near other people’s homes or where ball games are not permitted;
* Feeding pigeons, squirrels or other birds or animals in a way that causes nuisance or annoyance to others (including us).

3.13.5 You must make sure that any noise from your home does not annoy or disturb your neighbours. You must not use a television, radio, record or CD or tape player, musical instrument or any other equipment, so that it can be heard outside your home.

3.13.6 You must not encourage any other person to act in any of the ways or do any of the things described in sections 3.13.1 to 3.13.5 above.

**You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.**

**3.14 Racial and other harassment**

3.14.1 You will not harass any person on the grounds of gender, sexual orientation, race, disability, age or religion or because they or a member of their household is HIV positive or is living with AIDS or for any other reason.

3.14.2 Examples of harassment include:

* Violence or threats of violence;
* Abusive or insulting words or behaviour;
* Stalking;
* Damage or threats of damage to property belonging to another person, including damage to any part of a person’s home or to our offices;
* Writing threatening, abusive or insulting communications or graffiti;
* Making untrue allegations.

3.14.3 You must not encourage any other person to act in any of the ways or do any of the things described in sections 3.14.1 and 3.14.2 above.

**You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.**

**3.15 Drugs**

You must not illegally have or use controlled drugs and substances in your home. In particular you must not:

* Cultivate and/or prepare any of these drugs;
* Supply any of these drugs to another person;
* Offer to supply any of these drugs to another person;
* Possess any of these drugs with the intention of supplying them to another person;
* Alter your home in such a way as to enable it to be used for supplying drugs to other persons.

**You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.**

**3.16 Pets and animals**

3.16.1 You cannot keep any pets or animals in your home without our prior written permission. If we give permission, we can withdraw it at any time.

3.16.2 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, including types defined as such by the Dangerous Dogs Act 1991. Examples of dangerous dogs include:
  + Pit Bull Terrier,
  + Japanese Tosa,
  + Dogo Argentino,
  + Fila Brasiliero,
  + Crossbreeds that include these types of dogs

3.16.3 If your home is a flat or uses any shared area (including a shared entrance or a shared garden or yard), you cannot keep any pet in your home without our prior written consent. We will only consider giving consent on medical grounds, supported by a doctor’s report.

3.16.4 You are responsible for the behaviour of and for any damage caused to your home or shared areas by any animal that is kept at your home or which visits your home (including where it accompanies a visitor to your home). You will be charged for any costs that we incur as a result of such damage.

3.16.5 You cannot breed animals in your home.

3.16.6 You cannot keep pigeons without our prior written consent.

**You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.**

**3.17 Shared areas and mobility scooters**

3.17.1 You must keep any shared areas (especially fire exits) tidy and completely 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 (unless this is a service that we provide for you – see section 5.4 below).

3.17.2 You must not put, leave or store any item in any shared area. If you do, we can remove it and dispose of it without warning.

3.17.3 If there is a separate electricity supply for shared areas, you must not use electricity from that supply (including to charge mobility scooters).

3.17.4 You must not use any shared area for the storage, repair, dismantling or maintenance of any bicycle, vehicle (including a mobility scooter), motorcycle, caravan, boat or trailer without our prior written consent. This consent may be withdrawn at any time.

3.17.5 If your home is a flat, you must not obstruct or keep or store anything in the hallways, staircases or landings. You must not put anything belonging to you in a shared area or alter anything in a shared area (including fixtures).

3.17.6 If you become aware of any hazard or anything that needs to be repaired or renewed in a shared area, you must tell us immediately.

3.17.7 You must not smoke in shared areas.

3.17.8 You cannot bring a mobility scooter into the inside of your home or keep it there. You can keep it outside provided that it does not cause an obstruction.

3.17.9 You cannot keep a mobility scooter in an internal shared area. You can keep it outside provided that it does not cause an obstruction.

3.17.10 Subject to sections 3.17.8-9 above, if you (or a member of your household or visitor) wish to bring a mobility scooter into a shared area, you can only do so on the following terms:

* You will inform us in writing if this is going happen frequently.
* The mobility scooter can only remain in shared areas (other than any area that we designate for the storage of mobility scooters) for a short period of time, of no more than 30 minutes, to allow the unloading of shopping. You cannot store the mobility scooter in a shared area.
* The mobility scooter must not be put on charge in shared areas.
* The mobility scooter must not be parked in a way that reduces the width of any corridor or passageway to less than 1.1 metres (3 feet 7 inches).
* We can withdraw our consent to the mobility scooter coming into the shared area. We will only do so with good reason. For example, if you do not comply with the conditions set out above or the safety or well-being of anyone is or could be affected.

**You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.**

**3.18 Parking**

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

3.18.2 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.

3.18.3 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.

3.18.4 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.

3.18.5 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.

3.18.6 You must not park in such a way as to interfere with access to any adjoining or neighbouring properties or in a way that causes or is likely to cause nuisance or annoyance to others. You must not park on grass verges.

3.18.7 You must not park any vehicle that is unroadworthy or untaxed at your home or on any land that we own. If you do so, we can remove it and dispose of it, having given you 24 hours’ notice in writing of our intention to do so. If we do this, you will refund to us the costs we incur.

**You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.**

**3.19 Safety and security**

3.19.1 You are responsible for keeping your home in a safe condition and free from hazards.

3.19.2 You must not do, or allow, any act which may endanger your home or any neighbouring property. If you use a shared entrance, you must not leave main doors unlocked or wedged open or give keys to non-residents (unless we have given our prior written consent) and you must permit entry only to your own visitors and not to anyone who claims to be visiting other residents.

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

* + 1. You must not use or permit to be used mobile gas or paraffin appliances or use or store hazardous items or materials at your home or in any shared areas. This includes:
* Scrambler bikes stored in any part of your home (including outside) or in any shared area;
* Motorcycles or quad bikes stored inside your home; and
* Materials that become hazardous when in large quantities (for example, petrol and fireworks).

**You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.**

**3.20 Overcrowding**

You will not allow more than the permitted number of occupants (which is given in section 1 above) to live in your home, without our prior written permission.

### Important – allowing access

* **We regard section 3.21 below as very important, especially with regard to gas safety checks, which we are legally obliged to do at least once every 12 months.**
* **If you do not allow us or our contractors or agents access to your home when requested, it can put you and members of your household at risk.**
* **We can apply to the court for an injunction against you, to force you to allow access. If we have to do this, the court may order you to pay our legal costs.**
* **We can also take possession against you and you may lose your home.**

**3.21 Allowing access to your home**

3.21.1You must allow us, our staff and contractors access to your home to:

* Inspect the condition or use of your home;
* Carry out repair, service or improvement work to your home or to a neighbouring property; and
* Inspect service or repair any gas, electrical and water appliances in your home;
* Check on your well-being; or
* Provide support services to you

3.21.2 We will normally give you at least 24 hours’ notice if access is required, but you will give immediate access in an emergency. If you do not give immediate access or you are not at home in an emergency, we may enter your home.

3.21.3 You will allow us to show prospective new tenants around your home if you have given us notice to terminate your tenancy. If we want to do this, we will give you at least 24 hours’ notice.

**3.22 Ending the tenancy and moving out**

3.22.1 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. You must pay the rent and any other sums that are payable during the notice period. 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.

3.22.2 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.
* Leave any garden in a reasonable state. If you do not, you will be charged for any costs that we incur.
* Remove your possessions and leave your home empty and free from rubbish, except for any fixtures and fittings and furniture that we provided and any replacement items (see section 3.23 below).
* Leave any garden or yard tidy, in a reasonable state and free from rubbish. If you do not, you will be charged for any costs that we incur.
* Pay your rent up to date and pay us any other sums that you owe us.

**3.23 Abandoned possessions**

3.23.1 If any of your possessions (or the possessions of any other person) are left at your home or in any shared area 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.

3.23.2 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.

**3.24 Outgoings**

You will pay the following outgoings relating to your home and will indemnify us against any loss or liability arising from your failure to pay:

* Council tax or any tax replacing it;
* Water and sewerage charges;
* Charges for gas and electricity;
* Telephone and internet (broadband) charges, including rental, repair, maintenance and reconnection charges; and
* TV licence and any other charges relating to television services.

**3.25 House rules**

If you live in a flat or in a sheltered or supported scheme, you will comply with any house rules that apply to the building or the scheme that you live in. We may change the house rules and will tell you if we do.

**Section 4: Your rights**

**4.1 Right to occupy**

You have the right to occupy your home without interruption or interference from us during this tenancy (except for the obligation contained in section 3.21 above to give access to us and our contractors) as long as you comply with the terms of this agreement.

**4.2 Tenancies to under 18s**

If, on the commencement date, you are under 18 years of age then unless the tenancy is held on trust for you by a trustee we will hold the tenancy on trust for your benefit until you reach the age of 18. In the meantime, you will enjoy all the rights set out in this agreement and will be subject to all the duties contained in it.

**4.3 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 four 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.

**4.4 Grounds for possession**

4.4.1 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.

4.4.2 We will give you a notice in writing 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.

4.4.3 We will normally give you a minimum period of notice of 28 days, except for the circumstances set out in (k) and (l) in section 4.4.4 below, where two months’ notice will be given, or in cases where we urgently require possession under the circumstances set out in (d), (f) or (h) below, when we reserve the right to reduce the period of notice or ask the court to dispense with any period of notice.

4.4.4 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 indictable offence committed in your home or its locality. **(Ground 14)**

**(g)** You or an adult residing in your home has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom. (Ground 14ZA)

**(h)** You or a person residing in or visiting your home has been convicted of:

* A “serious offence” (listed in Schedule 2A of the Housing Act 1985);
* A breach of a Criminal Behaviour Order;
* A breach of a Noise Abatement Notice at your home;

or has breached an injunction or your home is subject to a closure order. (**Ground 7A**)

**(i)** 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)**

**(j)** You or anyone living in your home has damaged any furniture that we provided under this tenancy. **(Ground 15)**

**(k)** 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 dispose of or 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
* Your home cannot be maintained by us at reasonable cost or 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)**

**(l)** We, or our landlord, 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)**

**(m)** 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)**

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

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

4.4.6 The court must make an order for possession to us in circumstances set out in (c), (l) and (m) above.

4.4.7 We will meet your reasonable removal expenses where (k*),* (l) or (m) above apply.

**4.5 Succession**

4.5.1 This is the right for someone to take over the tenancy if you die. There is a right to only one succession on your tenancy.

4.5.2 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.

4.5.3 If you were a sole tenant and as long as you were not a successor (as defined in section 4.5.6 below), then on your death your spouse, civil partner or a person living with you as your husband or wife (including same sex partners) has the right to succeed to the tenancy 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.

4.5.4 The successor or potential successor(s) or person(s) claiming a new tenancy must notify us in writing of your death within one month and provide details of any agreement reached or ongoing dispute requiring a decision to be made as set out in 4.5.3 above.

4.5.5 You are a successor if:

* You have become the sole tenant following the death of the other joint 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 (including the grant of a new tenancy) following the death of the previous tenant or under the will or intestacy of the previous tenant.

**4.6 Exchange**

You have the right to exchange, by agreement, this tenancy with the tenancy of another tenant of a registered provider of social housing or a local authority or New Town, subject to our prior written consent and the prior written consent of the other tenant’s landlord. We can only withhold our consent with good reason including on the grounds specified in Schedule 3 of the Housing Act 1985. We can also attach conditions to our consent. You must not make or receive any payment or gift in consideration of an exchange. This will be a breach of this agreement and you may lose your home.

**4.7 Sub-tenants and lodgers**

Subject to section 3.3 above, you can sub-let part of your home or take in a lodger, if you obtain our prior written consent. We will not give consent if you live in sheltered accommodation. When you ask for our consent, you must tell us the name and age of the lodger or sub-tenant, how much they are going to pay you and which part of your home they will occupy. We will not refuse to give consent without good reason.

**4.8 Compensation for failure to repair**

For certain qualifying repairs which, if not carried out within a specified period, are likely to jeopardise your health, safety or security, you have the right to compensation of £10 and a further £2 for each day that the work remains incomplete up to a maximum of a total of £50.

**4.9 Making improvements**

4.9.1 Provided that you obtain our prior written consent, you can make some improvements, alterations and additions to your home including the erection of a television aerial or satellite dish, external decoration, installing laminate flooring and additions to, or alterations in our installations, fixtures and fittings.

4.9.2 This right is subject to you having first obtained our written consent and all other necessary approvals like planning permission or building regulation approval, copies of which you will provide to us at your own cost. We will not unreasonably withhold our consent but will make it conditional upon the work being carried out to a certain standard. Permission will not usually be granted for the installation of laminate or ceramic flooring if you live in a flat except on medical grounds (supported by a letter from a doctor).

4.9.3 If we give you permission to install laminate flooring (whether in a flat or a house), then:

* You will take it up (at our request) or allow us to take it up if we need to do so to inspect or carry out work to your home.
* If we take it up, we will not be responsible for refitting it, making good or replacing it.

4.9.4 If you are given permission to carry out any electrical or gas related work (including installing a gas fire), you must use a properly accredited contractor who must certify the work. You must send us a copy of the contractor’s certificate.

4.9.5 Failure to comply with these conditions will be a breach of your duties under this agreement.

**4.10 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 4.9 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.

**4.11 Consultation**

We will consult you and consider your views before making any significant changes in housing management or maintenance or carrying out major works that are likely to substantially affect you.

**4.12 Information**

4.12.1 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 computers or in our files; and/or
* You have given to us, for example, in your application form.

If you wish to look at this information, please write to your local office. You will be asked to provide identification before you can see the information and you may have to pay a charge.

4.12.2 We may use information that we hold about you and share it with other organisations for the purpose of the prevention and detection of crime, including fraud, and in connection with child and adult protection issues.

**4.13 Right to acquire**

You may have the right to acquire your home under section 16 of the Housing Act 1996.

**Section 5: General**

**5.1 Rent increases**

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

**5.2 Rent variation date**

5.2.1 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.

5.2.2 We can change the Rent Variation Date by giving you four weeks’ notice in writing.

5.2.3 We will not increase the rent more than once in any calendar year (January to December).

**5.3 Rent formula**

5.3.1 The new rent will be the amount in the notice that we give (under section 5.1 above). The increase in rent will not be more than the increase in the Consumer Prices Index published by HMSO (CPI) plus 1% of the existing rent plus £2 a week.

5.3.2 Increases in CPI 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.

5.3.3 If CPI is not published or is materially changed in its calculation or definition (in respect of which our decision will be conclusive), we may stop using it or use the nearest equivalent index (in its sole discretion).

**5.4 Services and service charge**

5.4.1 The services that we provide are referred to in section 1 of this agreement.

5.4.2 The schedule of services at the end of this agreement says whether your service charge is variable or fixed.

5.4.3 We reserve the right to vary, withdraw or withhold the provision of services at any time during this tenancy, where it is reasonable to do so. This may include providing services where previously no services were provided, adding and charging for new services or stopping existing services. We will notify you of the proposed variations and ask for your comments, which we will consider before making any changes. We will then give you written notice of the changes to be made.

5.4.4 If your service charge is variable, we can increase it or reduce it according to the costs that we incur in connection with providing the services and any unknown or reasonably anticipated change in the costs. We will give you four weeks’ notice in writing of any change. For the avoidance of doubt, your service charge can be increased during the first 12 months of the tenancy.

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

5.4.6 If your service charge is fixed, you will pay a fixed amount (which we decide) for the services that we provide and we can increase the service charge by giving you four weeks’ notice in writing.

5.4.7 We can establish a sinking fund for any large cost that is expected to be paid through the service charge and include contributions to it in your service charge. This applies whether your service charge is fixed or variable.

5.4.8 If you have a variable service charge, you have the right to see how the service charge 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 think that the service charges are unreasonable, you can make an application to the First Tier Tribunal (Property Chamber).

5.4.9 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.

**5.5 Local taxes, rates and other charges**

Any increase in any local taxes, rates or other charges that are collected with the rent, will take effect immediately.

**5.6 Notices**

5.6.1 For the purpose of section 48 of the Landlord and Tenant Act 1987, our address for the service of notices including notices in connection with legal proceedings is the address given in section 1 of this agreement or any other address that we provide to you for this purpose.

5.6.2 Any legal notice or any other communication arising from this agreement or relating to your tenancy 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.

**5.7 General**

5.7.1 Any references to statutory provisions in this agreement are also to those provisions as subsequently amended, varied, replaced or re-enacted.

5.7.2 If any part of this agreement is held to be invalid for any reason, the remainder of this agreement will remain in force.

5.7.3 Any person or body that is not a party to this agreement cannot enforce any term of this agreement under the Contract (Rights of Third Parties) Act 1999.

5.7.4 This agreement contains all of the terms of your tenancy. Other documents that we provide to you, such as a handbook or support agreement, will not change the terms of your tenancy unless you and us agree in writing.

5.7.5 If we are a charity, the grant of this tenancy is a disposition falling within section 36(5) of the Charities Act 1993.

5.7.6 If we have given consent or permission under any provision of this agreement, that consent or permission can be withdrawn at any time.

**Complaints**

We take complaints seriously. If you feel that we have broken this agreement or not carried out any of our responsibilities, please refer to our complaints procedure. You can get copies of this from our office. If we do not deal with your complaint, or you feel that we are still not following the Agreement, you can get legal advice from a citizens' advice bureau, or law centre or solicitor or the Independent Housing Ombudsman Service.

**South Liverpool Homes Limited**

**Registered Office:** Parklands, Conleach Road, Speke, Liverpool L24 0TY

**A Registered Provider with the Homes and Communities Agency number:** L4230

**A registered society under the Co-operative and Community Benefit Societies Act 2014 number** 31210R **and an exempt charity.**

**SCHEDULE OF SERVICES**

**Service charges – fixed / variable/none** *[delete as appropriate]*

**Type of Services Charge**

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**SCHEDULE OF FURNITURE AND OTHER ITEMS**

**Description Condition**

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**To be signed by you and us**

The terms set out in this agreement apply to your home and are legally binding on you. I/ We\* accept the terms of this agreement.

We are aware of our individual duties and rights as a joint tenant as set out in this agreement\*.

[*\* delete if not a joint tenancy*]

**Signed by the Tenant(s):** [*If there is more than one tenant, all tenants must sign*]

Date:

Date:

**Signed on behalf of South Liverpool Homes Limited:**

Date:

### IMPORTANT

It is a term of this agreement that you (or anyone acting on your behalf) have not caused us to enter this agreement by making a false statement to us.