

TENANCY AGREEMENT

Nuneaton and Bedworth Borough Council

Town Hall, Coton Rd, Nuneaton CV11 5AA



This is an important legal contract between you, as the tenant(s) of Nuneaton and Bedworth Borough Council. Nuneaton and Bedworth Borough Council, as your landlord, herein contains the conditions of your tenancy.

Welcome to your new home

We want you to enjoy living in your new home and believe it is important that we make it clear from the start of your tenancy agreement what you can expect from us and in turn what we will expect from you during your tenancy agreement. This document sets out your rights and responsibilities and our responsibilities to you as landlord under your tenancy agreement.

What type of tenancy agreement do you have?

We have given you an Introductory Tenancy under the Housing Act 1996. This means that your tenancy will last for 1 year until **[date]** unless it is extended or we have started possession proceedings against you. After this date it will automatically become a Flexible Tenancy under the Housing Act 1985 for a fixed term of 5 years.

Unless your Introductory Tenancy is extended your Flexible Tenancy will end on **[date]**

.....

A Notice of Flexible Tenancy has been served on you in accordance with section 137A of the Housing Act 1996 that on ceasing to be an Introductory Tenancy, your tenancy will be a Flexible Tenancy under the Housing Act 1985.

Types of tenancy

Introductory Tenancy

The purpose of the Introductory Tenancy is:

- for you to get used to living in your home; and
- to enable us to decide whether you are able to sustain a long-term tenancy without breaching its terms; and
- for you to decide if you would like a long-term tenancy with us.

We aim to use the Introductory Tenancy in conjunction with a range of other measures to help us tackle breaches of tenancy such as:

- anti-social behaviour
- non-payment of rent
- damage to property

Your Introductory Tenancy will last for a 12-month trial period. If you conduct your tenancy agreement to our satisfaction and we do not notify you that we intend to end your tenancy agreement, then your tenancy will become a Flexible Tenancy for a fixed term of 5 years at

the end of the qualifying period (which is normally 12 months but can be extended by us for a further period).

Flexible Tenancy

If your tenancy becomes a Flexible Tenancy at the end of the qualifying period, this means that your tenancy will last for a fixed term of 5 years. You have the right to remain in your home until the end of the fixed term unless you breach the terms and conditions of the Flexible Tenancy and we obtain an order for possession of your home.

At the end of the 5 years, you will either be asked to move out or we will grant you a new tenancy depending on your circumstances at the time and the way you have conducted the tenancy. If we decide not to grant you another tenancy at the end of the fixed term we will give you at least 6 months' notice. You have the right to ask us to review our decision not to grant you another tenancy. If the decision to end your Flexible Tenancy is upheld, we will serve on you a notice requiring possession giving you at least 2 months' notice that possession of your home is required. If you remain in your home after the Flexible Tenancy ends we will take action to recover your home by asking the court to make an order for possession.

What happens to my tenancy if I breach the terms and conditions?

If you do not keep to the terms and conditions of this tenancy we may seek a possession order to evict you.

It is therefore important that you, your family and your visitors know exactly what is expected whilst you are our tenant. Please read your tenancy agreement carefully and ask us any questions if there is anything you don't understand. If you have any difficulties reading tell us and we will go through the terms with you.

Please also ensure that you keep this tenancy agreement in a safe place as you may wish to look at it if you have a question about it in the future.

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DETAILS OF YOUR TENANCY AGREEMENT

THIS AGREEMENT (the “Tenancy”) IS MADE BETWEEN:

Landlord’s name: Nuneaton and Bedworth Borough Council of Town Hall, Coton Road, Nuneaton, Warwickshire CV11 5AA (“we, “us” and “your landlord”). We are registered with the social housing regulator which is currently the Regulator of Social Housing, an executive non-departmental public body which regulates registered providers of social housing, but includes any body which takes over substantially the same regulatory and supervisory functions of the Regulator of Social Housing (the “Regulator”) under registration number 44UC.

AND

Tenant(s)
Full names:
.....(“you”)

PART 1: TERMS WHICH APPLY THROUGHOUT THE CONTINUANCE OF THIS TENANCY

1. GENERAL TERMS:

1.1 You and we agree that:

- o if a word is set out in bold in this Tenancy when it is first used then its meaning is set out in Schedule 1 of this Tenancy; and
- o the clause, paragraph, schedule and appendix headings do not form part of this **Tenancy** and shall not be taken into account in its construction or interpretation.

1.2 We grant **you** a tenancy of your **Home** at:

.....
.....
.....

on the terms and conditions set out in the Tenancy with the **Contents** (if any), listed in Schedule 3. Pictures of your Home (if any) are attached to this Tenancy at Appendix 2.

1.3 You must not allow more than people to live in your Home.

1.4 The **Start Date** of this Tenancy is On the Start Date this Tenancy is a weekly **Introductory Tenancy** within the meaning of the Housing Act 1996. This Tenancy will become a **Flexible Tenancy** for a term of 5 years within the meaning of the Housing Act 1985 if:

- o 12 months have passed from the Start Date; and
- o the conditions set out in Part 3 of this agreement for automatic conversion to a Flexible Tenancy are met.

1.5 We may extend the initial 12-month period of your Tenancy as an introductory tenant by an **Extension Period**. If we do so your Tenancy will stay an Introductory Tenancy for the duration of the Extension Period.

1.6 The **First Period** of the Tenancy will be from the Start Date to midnight on the following Sunday. **Second and subsequent periods** of the Tenancy are from week to week starting on a Monday immediately after the First Period, until it is ended or the Tenancy has converted to a Flexible Tenancy in the way set out above at clause 1.4.

Rent Payments

1.7 Your **Rent** is made up of **Net Rent, Service Charge and Other Charges** added together which at the Start Date are:

Net Rent	£.....
Benefit Eligible Service Charge	£.....
	£.....
	£.....
	£.....
Non-Benefit Eligible Service Charge	£.....
	£.....
Total Service Charge	£.....
Other Charges	£.....
	£.....
Total weekly Rent of	£.....

The Rent for the First Period will be a pro-rata amount of the Rent and is due on the Start Date. Thereafter the Rent is due weekly in advance and is payable on a Monday. A copy of our rent setting policy is available on request.

Please note that the above amounts are subject to change in the way set out in this Tenancy.

First change to the Rent if the Start Date is in February or March

1.8 If the Start Date is in February or March, your Rent will change on the first Monday in April following the Start Date and from that date the new Rent for your Home will be:

Net Rent	£.....
Benefit Eligible Service Charge	£.....
	£.....
	£.....
	£.....
Non-Benefit Eligible Service Charge	£.....
	£.....
Total Service Charge	£.....
Other Charges	£.....
	£.....
Total weekly Rent of	£.....

Your weekly Rent has been determined in accordance with clause 2.4.1(a) below.

If the Start Date is in February or March and this clause applies to you, clause 2.4.1(b) and 2.4.1(c) below will not apply to this first change to your Rent but will apply to all subsequent changes to your Rent.

* insert or delete as appropriate

Former Occupancy Debts

1.9 If this paragraph is completed, it means that this is an exceptional case and we have allowed you to:

- o remain in occupation of your Home under a new Tenancy; or
- o move into your Home

even though you have **Former Occupancy Debts** arising:

- o under a previous occupancy of your Home; or
- o from another property owned by us; or
- o from another [insert RP name], property

which you must now pay.

1.10 You agree that as at.....* being the date the occupancy of.....* ended there were Former Occupancy Debts of £.....*

1.11 You agree that you will pay the Former Occupancy Debts:

- immediately
- at the rate of £ _____ per week until they are paid in full, the first payment to be made on or before _____

FOR STAFF USE ONLY
 NB: please tick which sentence applies and delete the one that does not

1.12 You agree that the Former Tenancy Debts are part of the Rent due on your Home.

1.13 You agree any payments you make to us may be used by us towards any Former Occupancy Debts before using it to pay the Net Rent, Service Charge and Other Charges arising under this Tenancy.

Services

1.14 We will provide you with the **Services** listed in Schedule 2 for which you pay the Service Charge.

Other Services

1.15 If we provide you with any **Other Services**, they are listed below for which you will pay the Other Charges.

<input type="checkbox"/>	£.....
<input type="checkbox"/>	£.....
<input type="checkbox"/>	£.....

Gifted Items

1.16 If we provide any **gifted items** at the Start Date these are listed in Schedule 4 of this Tenancy. We are not responsible for any **Works** needed to the gifted items.

Signed Agreement

Before signing this Tenancy, I/we have been requested to read, and I/we understand the terms in this Tenancy, which includes the terms set out below and I/we confirm I/we have done so.

.....	Date.....
.....	
NAME IN CAPITALS	
.....	Date.....
.....	
NAME IN CAPITALS	
Signed by the tenant(s) [If there is more than one tenant then each of you must sign].	
Signed by and on behalf of your landlord:	
.....	
NAME IN CAPITALS	
.....	
Date	

2. YOU AND WE AGREE:

Energy Efficiency Payments

2.1 That:

- o you do not have and will not gain any rights of ownership in respect of any part of any **Energy Efficiency System**
- o subject to any agreement we have with a third party otherwise, we will be entitled to receive all **Energy Efficiency Payments** (irrespective of whether we or a third party owns the Energy Efficiency System)
- o if asked, you shall reasonably assist us to ensure we have the benefit of any Energy Efficiency Payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the Energy Efficiency Payments, confirming that we are so entitled to benefit
- o you may use any electricity and/or heat generated by any Energy Efficiency System.

Reserved Rights

2.2 We retain the following rights over the **Property** for the benefit of us or any third party authorised by us:

- o the right to install, keep, maintain, inspect, take meter readings of (including by way of remote monitoring), collect data from, repair, alter, replace, upgrade, clean and remove any Energy Efficiency System in and on the Property (including the right to attach the Energy Efficiency System to the Property and remove any part or the whole of the Energy Efficiency System from the Property)
- o the right to change the position of any part of the Energy Efficiency System in or on the Property with your prior consent, which you must not unreasonably withhold
- o the right to use all means of reasonable access to and through the Property and the **Building** for access to and from the Energy Efficiency System so that we or any third party authorised by us can exercise the rights set out in this clause
- o the right to connect into, use and alter the existing electrical cabling, installations and other service media within the Property in connection with the use of the Energy Efficiency System for the generation of electricity via the Energy Efficiency System, including exporting electricity or gas to the **Grid**, and the passage or transmission of utilities to and from the Energy Efficiency System and the Property
- o the right to support and protection for the Energy Efficiency System from the Property and the Building.

Third Parties

- 2.3 Nothing in this Tenancy shall give to any other person any benefit or the right to enforce any term of this Tenancy. You and/or your landlord may vary or end this Tenancy without being required to obtain the consent of any other person.

Rent Review

- 2.4 Except where we give you notice at clause 1.8 above of the first change to your Rent under this Tenancy (in which case the first change to your Rent will be as set out at clause 1.8 above) or you agree with us to change your Rent, the Rent will be changed in the following way:

2.4.1 Rent Review

- (a) the Rent will be reviewed at the **Rent Review** in accordance with our rent policy from time to time in force;
- (b) we will give you at least four weeks' written notice of a Rent Review; and
- (c) the **Reviewed Rent** will be set out in the notice and will become payable on the date set out in the notice.

2.4.2 Other Service Charge/Other Charges Review

The Service Charge and/or Other Charges part of the Rent may additionally be changed at any time if there is a **Service Charge Review** or an **Other Charges Review**.

We will give you at least four weeks' written notice of any Service Charge Review and/or Other Charges Review; and the amount of any **Reviewed Service Charge** and/or **Reviewed Other Charges** you have to pay will be set out in the notice and will become payable on the date set out in the notice. We will inform you of the revised Rent at the same time as the Reviewed Service Charge and/or Reviewed Other Charges.

2.4.3 Replacement fund

We may include in the amount of Service Charge a sum of money to be kept towards replacement of any item used in connection with the provision of a Service.

2.4.4 Other changes to the Rent

The Net Rent part of the Rent may additionally be changed at any time in accordance with any policy we have in place dealing with higher-income earning households when there is a **Net Rent Review**. You will be required to co-operate with us to provide financial records and information as detailed in our policy, which may include notifying us of any change to the income of the

members of your household. Failure to co-operate may result in an increase in your Net Rent to a full market rent.

We will give you at least one month's written notice of any Net Rent Review; and the amount of any **Reviewed Net Rent** you have to pay will be set out in the notice and will become payable on the date set out in the notice. We will inform you of the revised Rent at the same time as the Reviewed Net Rent.

Service of Notices

To serve a notice on you

- 2.5 Any notice which we must serve on you will be validly served if it is addressed to you and posted or delivered to your Home.
- 2.6 Upon the sole tenants death, the only party that can end this tenancy is an Executor of the estate, with evidence, or the landlord using the Notice To Quit.

To serve a notice on us

- 2.7 You can serve any notice on us if you send or deliver it to us at the address on page 5 of this Tenancy.

Other Information

- 2.8 We are subject to any guidance on housing management practice issued by the **Regulator** with the approval of the Secretary of State.

Our Consent

- 2.9 Any reference in this Tenancy to the giving of consent by us requires the consent to be in writing.
- 2.10 Any such consent given by us under this Tenancy may:
- have reasonable conditions attached to it which you must comply with;
 - be limited to a specific time period; and
 - be withdrawn by us on reasonable grounds by giving you written notice.

References

- 2.11 All references in this Tenancy to sections and schedules of Acts of Parliament are to be regarded (unless we decide otherwise) as including:
- references to those sections and schedules as amended, varied, replaced or re-enacted from time to time; and
 - all subordinate legislation made from time to time under that Act of Parliament.

3. OUR OBLIGATIONS – WHAT WE MUST DO

WE AGREE:

Possession: Letting you into your Home

3.1 To give you possession of your Home at the Start Date.

Right to Occupy: Allowing you to live in your Home

3.2 Not to unlawfully interrupt or interfere with your right to peacefully occupy your Home.

Insurance: What we will insure

3.3 To insure the structure of your Home and any Energy Efficiency System (but not the Contents fixtures and fittings or your personal belongings) against any risks (for example fire) we reasonably believe we need to cover.

Repairs

3.4 In accordance with section 11 of the Landlord and Tenant Act 1985, to:

repair of installations: repairing drains, pipes and similar things

3.4.1 keep in repair and proper working order the installations in your Home provided by or adopted by us for the supply of:

- water;
- gas;
- electricity; and
- sanitation (including basins, sinks, baths and sanitary conveniences)

but not other fixtures, fittings and appliances for making use of the supply of water, gas and electricity; and

3.4.2 keep in repair and proper working order the installations in your Home for space heating and heating water;

repair of structure and exterior of your Home

3.4.3 keep in repair the structure and exterior of your Home including:

- drains, gutters and external pipes;
- the roof, outside walls and external doors and frames;
- chimneys, chimney stacks and flues;
- windows, window catches, windowsills and frames;

- o internal walls, floors and ceilings;

repair of common parts: repairing items in Communal Areas

3.4.4 where your Home is a flat or maisonette, and the Building is owned or controlled by us, and any disrepair or any installation that does not work affects your enjoyment of your Home or any **Communal Areas**, keep in repair and proper working order the installations for the supply of:

- o water;
- o gas;
- o electricity;
- o sanitation;
- o space heating;
- o water heating,

that directly or indirectly serve your Home in any part of the Building and keep in repair the structure and exterior of the Building.

3.5 To keep in repair and proper working order:

- o any Energy Efficiency System
- o the Contents; and
- o where your Home is a flat or maisonette, and the Building is owned or controlled by us, all Communal Areas including:
 - entrances;
 - hallways;
 - stairways;
 - lifts;
 - passageways;
 - electric lighting.

Repairs we are Not Responsible for

3.6 We are not responsible for any Works needed to your Home and/or the Property and/or the Contents and/or any Energy Efficiency System which are your responsibility or if they are needed because of any neglect or damage caused to them by the members of your household and/or your visitors and/or **Pets**.

Data Protection

- 3.7 As the 'controllers' of the 'personal data' we hold about you (and other members of your household) we are committed to data protection and upholding your and their rights over your and their data by complying with all relevant data protection legislation. We will process the personal data in your Tenancy in order to manage our landlord and tenant relationship with you including sharing data with our agents and other contractors as necessary. We may process other data for other purposes and that processing is explained in our Privacy Notice which can be found on our website.

4. YOUR OBLIGATIONS – WHAT YOU MUST DO

YOU AGREE:

Possession: Living in the Property

- 4.1 To move into the Property at the start of the Tenancy and occupy your Home as your only or principal home and to accept it in its current state of decoration at the start of the Tenancy.
- 4.2 To tell us as soon as practicable if you will be away from your Home for more than four weeks in a row. You must make sure that your Home will be looked after and secured while you are away and provide us with your contact details or the contact details of someone else in the local area who can deal with an emergency on your behalf. You must ensure your Rent is paid whilst you are away.

Rent

- 4.3 To pay the Rent when it is due. Where there is more than one of you, you are all jointly and severally responsible for paying the Rent.

Benefit

- 4.4 To be responsible to find out if you are eligible for **Benefit** to pay some or all of your Rent and to make the application and any renewal application.
- 4.5 If you are entitled to receive Benefit, you will (if legally permitted to do so):
- request in writing that the relevant agency pay the Benefit direct to us
 - agree to give us permission to approach the relevant agency to discuss your claim.
- 4.6 If your circumstances change, you must tell both us and the relevant agency as soon as possible in case the change affects your entitlement to Benefit. If you are overpaid Benefit and the overpayment is lawfully recoverable, we may reclaim this from you.

Outgoings

- 4.7 To pay all outgoing for the Property for which you are responsible (such as electric gas and water charges).

Overcrowding

- 4.8 Not to allow your Home to become statutorily overcrowded (as defined in the Housing Act 1985).

Gardens, Driveways and Paths

- 4.9 To:
- keep any garden, drive, pathway, path, shed, store, pond, greenhouse, fence, or other structure, which are your responsibility and that form part of the Property, well-maintained and in a good condition. You must ensure that any trees and hedges:
 - are maintained to a reasonable height and condition;
 - do not obstruct any windows, doors or footpaths;
 - do not cause damage to any other property on the **Estate**; and
 - do not grow to interfere with the passage of light, wind and air to any Energy Efficiency System
 - ensure you do not allow rubbish, disused equipment, household items or other waste to be kept in or around the garden of the Property or in Communal Areas other than in designated receptacles; and
 - not remove any tree, hedge or wall from the garden of the Property or on the Estate without first getting our consent; and
 - not install any shed, greenhouse, garage, aviary, cage or similar structure in the garden of the Property or on the Estate without first getting our consent any planning permission or any other permissions that may be needed; and
 - be responsible with any neighbour for the maintenance of any fencing between your and your neighbours' garden(s).

Use of the Property

- 4.10 That neither the members of your household nor your visitors, shall operate a business or any other commercial activity at the Property or in the Building or on the Estate without first getting our consent and any planning permission or any other permissions that may be needed.

- 4.11 That neither the members of your household nor your visitors, shall commit, threaten to commit nor support any act of Terrorism at the Property, the Building and/or the Estate.
- 4.12 That neither the members of your household nor your visitors shall use or threaten to use the Property, the Building and/or the Estate and/or any other estate owned or managed by us for any illegal, immoral or unlawful activity.

Examples of illegal, immoral and/or unlawful activities include (but are not limited to):

- selling, supplying, storing, growing and/or possessing illegal drugs (whether or not for your personal use);
- storing or distributing racist material or illegal pornography;
- prostitution;
- storing, possessing and/or handling stolen goods;
- storing, and/or possessing illegal or unlicensed firearms and/or weapons.

Vermin and Pests

- 4.13 That you must keep your Home and the Property, free from vermin or pest infestations (including but not limited to bedbugs, fleas, cockroaches, rats, mice or moths).

Signs

- 4.14 That neither the members of your household nor your visitors shall put up or display any notice, trade plate or advertisement inside the Property so as to be visible from outside the Property and/or on the outside of the Property and/or on the Estate without first getting our consent.

CCTV and Other Domestic Surveillance Devices

- 4.15 That neither the members of your household nor your visitors shall erect and fit any **Domestic Surveillance Systems** to the Property, the Building and/or the Estate without first getting our consent.
- 4.16 Any such consent given by us under this Tenancy may have reasonable conditions attached to it which you must comply with, including complying with all relevant data protection legislation and guidance published by the Information Commissioner.

Nuisance: What you, your friends and family must not do and whose behaviour you must control

- 4.17 That the members of your household or your visitors will not do, or threaten to do, anything which causes, or is likely to cause, or is capable of causing, a nuisance and/or annoyance to:

- o other tenants of properties on the Estate; and/or
- o any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us; and/or
- o any of our staff or contractors.

4.18 To be responsible for the behaviour of:

- o any person, including children and lodgers living in and/or visiting the Property; and/or
- o any Pet belonging to the members of your household or your visitors when they are in the Property and/or in the locality and/or in the Communal Areas and/or on the Estate and/or any other estate owned or managed by us.

Examples of behaviour which will or is likely to, or is capable of, causing a nuisance and/or annoyance include (but are not limited to):

- o unreasonable noise such as loud music, radios, television, electronic equipment, musical instruments, shouting, screaming, revving car or motorcycle engines, banging on party walls or ceilings, throwing furniture, banging and slamming of doors and disturbance from do-it-yourself works;
- o selling, supplying, storing, growing and/or possessing illegal drugs (whether or not for your personal use);
- o storing, and/or possessing illegal or unlicensed firearms and/or weapons;
- o using abusive and/or offensive language;
- o playing ball games close to someone else's home
- o vandalising property;
- o being violent or threatening violence towards someone.

Harassment: bullying, pestering and upsetting other people

4.19 That the members of your household or your visitors, will not:

- o harass or threaten to harass any person for any reason, including (but not limited to) harassing someone on any of the **Harassment Grounds**; and/or
- o do anything which interferes with, or is likely to interfere with, the peace and comfort of, or cause offence to:
 - any other tenant or a member of his/her household or their visitors;
 - an adjoining occupier;
 - our staff or contractors;

- any person living in, visiting or engaging in a lawful activity in the locality and/or on the Estate and/or any other estate owned or managed by us.

Domestic violence and/or abuse: Violence and abuse towards your household or people who used to live with you

4.20 That the members of your household or your visitors, will not be, or threaten to be, violent and/or **Abusive** towards:

- o any other member of your household; and/or
- o any current or former partners; and/or
- o their friends and/or family,

in the Property and/or the Building and/or on the Estate and/or any other estate owned or managed by us.

Access: When you must let us into the Property

4.21 To allow us, our employees, agents and/or contractors:

- o immediate access to the Property in an emergency; and
- o on giving 48 hours' notice, access to the Property even if there is no emergency to:
 - carry out any inspections at the Property (including electrical inspections and inspections of the condition of the Property and/or the Contents and/or any Energy Efficiency System);
 - carry out any Works to the Property, the Energy Efficiency System, the Contents or any adjoining homes or to the Building and/or Estate; (including Works that we consider necessary on health and/or safety grounds);
 - carry out any of our obligations under this Tenancy or imposed on us by law (including the carrying out of an annual gas safety inspection);
 - provide any Services and/or Other Services under this Tenancy.

4.22 That if:

- o we agree an appointment date with you to carry out any of our obligations under this Tenancy or imposed by law; and
- o you do not allow access to us, our employees, agents and/or contractor on that date; then
- o you shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access within four weeks of us requesting payment from you.

Pets

- 4.23 Not to keep any Pets in your Home, the Property and/or on the Estate without first getting our consent.

Communal Areas and Facilities

- 4.24 That the members of your household or your visitors, will keep any Communal Areas in a clean condition; where we provide a cleaning service for which you pay a Service Charge any areas must still be kept tidy.
- 4.25 That the members of your household or your visitors will use any facilities provided within the Communal Areas (including but not limited to salt and grit, car parks, play areas, laundry facilities, clothes lines, refuse disposal facilities) in a responsible manner, giving due consideration to your neighbours and other users and not blocking access to such facilities nor blocking any refuse disposal facilities.
- 4.26 That neither the members of your household nor your visitors will use the electrical power points in the Communal Areas and/or the Building for your own power supply purposes or for the charging of any items including mobility scooters, unless it has been designated as a communal charging point.

Vehicles

- 4.27 That neither the members of your household nor your visitors will park any van (under 5.5 metres long), motor car, motorcycle or moped anywhere at the Property, the Building and/or the Estate other than where it is roadworthy taxed and insured and provided it is parked in any:
- o private garage granted as part of the Property (if any);
 - o designated parking space (where these exist) that we have given you specific or implied consent to use; or
 - o shared car park (where these exist).
- 4.28 That the members of your household or your visitors will park with due care and consideration to other road users and pedestrians without obstructing any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces on the Estate.
- 4.29 That neither the members of your household nor your visitors will park any van (over 5.5 metres long), mobility scooter, caravan, motor home, boat, trailer, lorry, or similar vehicle anywhere at the Property, the Building or on the Estate without first getting our consent.
- 4.30 That neither the members of your household nor your visitors shall carry out any repairs or servicing of any vehicle(s) in the Property, the Building and/or the Estate without first getting our consent.

Damage

- 4.31 That you are responsible for Works required to the Property, the Contents, any Energy Efficiency System the Building and/or the Estate which are not our responsibility and/or result from any damage or neglect caused by the members of your household and/or your visitors and/or Pets.
- 4.32 That the members of your household, your visitors or your Pets will not graffiti, deface or cause damage to, and will take every reasonable precaution to prevent damage (including, but not limited to, damage by Pets, frost, fire or explosive materials) to the Property, the Contents, any Energy Efficiency System the Building and/or the Estate.

Maintenance and Decoration

- 4.33 To keep the Property and the Contents in a good and clean condition and to decorate inside your Home as often as is necessary to keep it in reasonable decorative order.

The Contents

- 4.34 That the members of your household or your visitors will not:
- o sell, rent or give away the Contents
 - o damage , vandalise or destroy the Contents; and or
 - o remove the Contents (if any) from the Property without first seeking our consent.

Interference

- 4.35 That the members of your household or your visitors will not tamper with and/or damage:
- o security or safety equipment (such as fire and smoke alarms, any equipment for putting out fires, door entry systems, security gates and closed-circuit systems); and/or
 - o anything which supplies or is in connection with the supply of gas, electricity, water or any other services; and/or
 - o equipment used for ventilation; and/or
 - o any Energy Efficiency System
- in the Property, the Building, or the Estate.

Reporting repairs: Telling us about any repairs we need to do

- 4.36 To report to us promptly anything which is in disrepair including any Energy Efficiency System and the Contents which is our responsibility to repair.

Health and Safety

- 4.37 Not to bring into or keep anything (including substances) in the Property, the Building and/or on the Estate which may or is likely to cause an explosion.
- 4.38 To protect your and other residents' safety and security by:
- o complying with any health and safety or fire instructions relating to the Building and/or Communal Areas;
 - o closing external, safety and fire doors in and to the Building; and
 - o controlling and not lending out any key or fob to any Communal Areas.
- 4.39 That the members of your household or your visitors will not obstruct or keep or leave rubbish, dangerous materials or belongings which could constitute a health or fire safety risk in the Property or on any Communal Areas and/or on the Estate.

Failure to carry out Works

- 4.40 That if you breach your responsibilities to carry out Works under this Tenancy, we shall be entitled to either:
- o carry out the Works to put right your breach; or
 - o serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard, which we will be entitled to inspect.

If we carry out Works to put right your breach because:

- o we have inspected the Works you have done in response to a notice from us and they are not to a reasonable standard; or
- o you have not carried out Works in response to a notice from us within the reasonable timescale set out in the notice; or
- o we have decided to carry out the Works to put right your breach

you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.

This clause applies to Works required resulting from your breach of this Tenancy which includes (but is not limited to) the following clauses:

- o maintaining your garden and any trees in your garden (clause 4.9)
- o keeping your Home free from vermin and pests (clause 4.13)
- o undertaking repairs, maintenance and decoration that are your responsibility (clause 4.31 and 4.33)

- repairing any damage caused that you are responsible for repairing (clauses 4.31, 4.32, 4.34 and 4.35)
- looking after the Contents (if any) (clause 4.34)
- removing items from and cleaning the Building and/or Communal Areas (clauses 4.24, 4.25 and 4.39)
- your parking obligations (clause 4.27 to 4.30) (such Works may include removing your vehicle).

Title and Planning

- 4.41 You must comply with any obligations concerning the use of the Property in title deeds or in any planning permission, details of which (if any) are attached to this Tenancy at Appendix 1. You must comply with the terms and conditions (other than financial obligations) where those terms concern you and the Property. Where those terms conflict with the terms of this Tenancy, those terms will prevail.

Temporary Vacation of your Home for Works

- 4.42 That where we or our agent acting on our behalf is required to carry out Works to the Property, the Building and/or the Estate, to comply with any of our obligations under this Tenancy or imposed on us by law or otherwise, and the Works cannot reasonably be carried out whilst the members of your household remain in the Property, then you agree that the members of your household will:
- move out of the Property for as long as is necessary for us or our agent to carry out the Works in exchange for us or our agent arranging alternative and temporary accommodation for the members of your household; and
 - move out of the temporary accommodation upon the Works being completed (as to the date of which our or our agent's decision shall be final) and move back into the Property on reasonable notice being given to you by us or our agent.

Moving Out

- 4.43 That on the date which this Tenancy ends (or the following day if your Tenancy ends on a Sunday):
- the members of your household will move out and not leave anyone else and/or any Pets in the Property
 - you will return the keys (and where applicable all the door entry fobs) to the Property to us by 11:59am
 - you will leave the Property, the Contents, any Energy Efficiency System and our fixtures and fittings, in a clean and good condition

- o you will leave the Contents in the Property
- o you will leave the Energy Efficiency System at the Property
- o you will remove all furniture, personal possessions (including but not limited to fitted carpets and curtains that belong to you) and rubbish from the Property.

4.44 That for any **Period of Unauthorised Occupation**, you must pay us an amount equivalent to the Rent due for that Period of Unauthorised Occupation within four weeks of us requesting payment from you.

4.45 That if you do not return the keys (and where applicable all the door entry fobs) by 11.59am on the day this Tenancy ends (or on the following day if your Tenancy ends on a Sunday) you will pay to us the reasonable costs of changing the locks to the Property and replacement locks and key(s) within four weeks of us requesting payment from you.

4.46 That on the day this Tenancy ends, if you do not:

- o remove all personal possessions (including Pets) and rubbish
- o leave the Property (including our fixtures and fittings) and the Contents and the Energy Efficiency System in a clean and good condition
- o leave the Contents in the Property
- o leave the Energy Efficiency System at the Property

you will pay to us our reasonable costs of storing your goods or carrying out such Works necessary to put right your breach within four weeks of us requesting payment from you.

4.47 If you do leave any personal possessions at the Property once the Tenancy has ended, we:

- o may dispose of them; or
- o shall be entitled (but not obliged) to sell them

after taking reasonable steps to notify you and giving you a reasonable time to collect them.

The costs of storage and/or sale of your personal possessions and any Rent or other sums of money owed by you to us under this Tenancy, may be deducted from any sale proceeds.

PART 2: OTHER TERMS WHICH APPLY WHILST THIS TENANCY REMAINS AN INTRODUCTORY TENANCY

5. YOU AND WE AGREE:

Changing the Terms of this Tenancy

5.1 Apart from any changes in the amount of Rent, the terms of this Tenancy can be changed by either:

- (a) the written agreement of you and us; or
- (b) by us, after we have followed the procedure set out in sections 102 and 103 of the Housing Act 1985. This means that we will:
 - (i) write to you to set out the changes to the Tenancy we wish to make;
 - (ii) give you a reasonable period of time to make written representations to us about the changes;
 - (iii) consider any written representations made by you; and
 - (iv) send you a notice of variation setting out the **New Terms** and stating the date on which the New Terms will take effect. The New Terms shall not take effect until at least one month after the notice of variation is sent.

Refusing any New Terms

5.2 If you do not want to continue the Tenancy with the **Varied Terms of Tenancy**, you can end the Tenancy serving a valid notice to quit on us before the Varied Terms of Tenancy take effect.

5.3 The Varied Terms of Tenancy will not take effect if you have served a valid notice to quit on us in accordance with clause 5.2 above.

6. YOUR OBLIGATIONS – WHAT YOU MUST DO

YOU AGREE:

Assignment

6.1 Not to assign the whole or any part of the Property except in the circumstances permitted by section 134 of the Housing Act 1996, which are where:

- o you are required to do so by a court order; or
- o the assignment is to a person who would be qualified to succeed to the Tenancy if you died immediately before the assignment.

Lodgers and Sub-Letting

- 6.2 Not to take in a lodger.
- 6.3 Not to part with possession or sub-let (including granting any holiday lettings) the whole or any part of your Home or the Property.

Improvements, Alterations and Additions

- 6.4 Not to make any **improvements** to the Property, the Contents, any Energy Efficiency System, the Building and/or the Estate.
- 6.5 That if you breach your responsibilities set out in clause 6.4 above, we shall be entitled to serve a notice on you telling you what you must do to put right the breach.

You must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard. If you do not do so we shall be entitled to put right your breach and you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.

- 6.6 That if you do Works in response to a notice served on you by us, we shall be entitled to inspect what you have done.

If what you have done is not of a reasonable standard, then we may do whatever is necessary to bring it up to a reasonable standard and you shall pay to us our reasonable costs of doing so within four weeks/one month of us requesting payment from you.

Access: When you must let us into the Property

- 6.7 To allow us, our employees, agents and/or contractors on giving 48 hours' notice, access to the Property to carry out any post-tenancy visits at the Property as part of our Introductory Tenancy monitoring procedure.

- 6.8 That if:

- we agree an appointment with you to carry out a post-tenancy visit at the Property; and
- you do not allow access to us, our employees, agents and/or contractor on that date; then
- you shall pay to us our reasonable costs and/or losses incurred as a result of your failure to allow access within four weeks of us requesting payment from you.

7. HOW YOU MAY END YOUR TENANCY

YOU AGREE:

Ending your Tenancy

7.1 To:

- o give us at least four weeks' written notice, ending on a Sunday, that you want to end this Tenancy; and
- o allow us with or without prospective tenants to inspect the Property and the Contents and any Energy Efficiency System before the four week notice period ends; and
- o if you leave before four weeks' notice has been given, to pay the Rent as if you had given four weeks' notice.

7.2 To give us possession of the Property at the end of the Tenancy.

We prefer you to give notice by using a Notice to Quit Form. You can get one at any of our offices or from our website. If you are a joint tenant, a notice to quit signed by one tenant will end the Tenancy even if the other tenant objects.

8. HOW WE MAY END YOUR TENANCY

YOU AND WE AGREE:

- 8.1 So long as the Tenancy remains an Introductory Tenancy, we can bring it to an end by getting a Court Order for possession by serving notice on you under section 128 of the Housing Act 1996, in which case we must give you at least four weeks' notice ending on a Sunday.
- 8.2 If this Tenancy stops being an Introductory Tenancy (because for example you stop living in the Property as your only or principal home), we may end this Tenancy by giving you notice to quit.

PART 3: CONVERSION OF INTRODUCTORY TENANCY TO FLEXIBLE TENANCY

9. YOU AND WE AGREE:

- 9.1 If 12 months or any **Extension Period** have passed from the Start Date and within those 12 months or any Extension Period we have not begun possession proceedings against you then we hereby serve notice on you under paragraph 2 of section 137A of the Housing Act 1996 that on the 12 month anniversary of the Start Date (or after any Extension Period) this Tenancy shall no longer be an Introductory Tenancy.
- 9.2 This means that as long as all the legal conditions for a Flexible Tenancy are met, this Tenancy will become a Flexible Tenancy for a term of 5 years beginning on that date and you hereby agree that this Flexible Tenancy shall be subject to the terms in Part 1 and Part 4 of this Tenancy.

PART 4: OTHER TERMS WHICH APPLY IF THIS TENANCY BECOMES AN FLEXIBLE TENANCY

10. YOU AND WE AGREE THAT IF YOUR TENANCY BECOMES A FLEXIBLE TENANCY:

Varying the Services and Other Services

10.1 We may, after consulting with you, add to, increase, decrease remove, reduce or vary the Services and/or Other Services that are provided to you, as long as we follow the procedure set out in this Tenancy and as long as such variation is necessary for the better management of the Property or the Estate.

The Services and/or Other Services provided by us can be added to, increased, decreased, removed, reduced or varied by either:

- (a) the written agreement of you and us; or
- (b) by us, after we have:
 - (i) written to you setting out the addition, increase, decrease, removal, reduction or variation to the Services and/or Other Services we wish to make;
 - (ii) given you a reasonable period of time to make written representations to us about the addition, increase, decrease, removal, reduction or variation to the Services and/or Other Services;
 - (iii) considered any written representations made by you; and
 - (iv) sent a notice of variation of the Services and/or Other Services to you setting out the **New Services** and stating the date on which the New Services will take effect. The New Services shall not take effect until at least one month after the notice of variation is sent.

Refusing any New Services

10.2 If you do not want to continue the Tenancy with any **Varied Services**, you have the right to end the Tenancy by writing to us before the Varied Services take effect stating:

- (a) you wish to end the Tenancy on or before the Varied Services take effect; and
- (b) the date on which the Tenancy is to end.

You do not have the right to continue the Tenancy without the Varied Services taking effect.

Changing the Terms of this Tenancy

10.3 Apart from any changes in the amount of Rent, the Services and/or Other Services, the terms of this Tenancy can only be changed by the written agreement of you and us.

End of Fixed Term

10.4 That we will contact you towards the end of the fixed term to review your circumstances. You agree to provide us with all relevant information that we reasonably request.

10.5 That not less than 6 months before the expiry of the fixed term, we will send you a notice stating whether or not we will grant you a new tenancy or if we will seek possession of the Property. You will have the right to request a review of any decision to seek possession.

11. YOUR OBLIGATIONS – WHAT YOU MUST DO

YOU AGREE THAT IF YOUR TENANCY BECOMES A FLEXIBLE TENANCY:

Assignment

11.1 Not to assign the whole or any part of the Property except in the circumstances permitted by sections 91 and 92 of the Housing Act 1985 which are where:

- (a) you are required to do so by a court order; or
- (b) the assignment is to a person who would be qualified to succeed to the Tenancy if you died immediately before the assignment; or
- (c) you have first obtained our consent to transfer this Tenancy (by assignment) to another tenant by way of a mutual exchange.

Lodgers and Sub-Letting

11.2 Not to take in a lodger or part with possession or sublet (including granting any holiday lettings), any part of your Home or the Property without first getting our consent.

11.3 Not to part with possession or sub-let (including granting any holiday lettings) the whole of your Home or the Property.

Improvements, Alterations and Additions

11.4 Not to make any improvements to the Property, the Contents, any Energy Efficiency System, the Building and/or the Estate, without first getting our consent and any planning permission or any other permissions that may be needed.

11.5 That if you breach your responsibilities set out in clause 11.4 above, we shall be entitled to serve a notice on you telling you what you must do to put right the breach.

You must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard. If you do not do so we shall be entitled to put right your breach and you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.

11.6 That if you do Works in response to a notice served on you by us, we shall be entitled to inspect what you have done.

If what you have done is not of a reasonable standard then we may do whatever is necessary to bring it up to a reasonable standard and you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.

12. YOUR RIGHTS

YOU AND WE AGREE THAT IF YOUR TENANCY BECOMES A FLEXIBLE TENANCY:

Succession

12.1 On your death:

- (a) any surviving joint tenant(s) if they occupied your Home as their only or principal home will become the Tenant; or
- (b) if there is no surviving joint tenant your **Partner** as long as they occupied your Home as their only or principal home at the time of your death, will become the Tenant by succession as long as you were not a successor as defined in the Housing Act 1985.

The law only allows one succession of the Tenancy.

13. HOW YOU MAY END YOUR TENANCY

YOU AND WE AGREE:

Ending your Tenancy

13.1 To give us at least four weeks' written notice, specifying the date that you want to end the Tenancy, beginning on the date on which the notice is served on us.

13.2 That the Tenancy will end on the date specified in the notice unless:

- o the Rent shall remain unpaid, wholly or in part for 14 days after becoming due, whether formally demanded or not; or
- o you have breached any other material term of the Tenancy.

13.3 To:

- allow us with or without prospective tenants to inspect the Property and the Contents and any Energy Efficiency System before the four week notice period ends; and
- if you leave before four weeks' notice has been given, to pay the Rent as if you had given four weeks' notice.

13.4 To give us possession of the Property at the end of the Tenancy.

If you are a joint tenant, a notice served under clause 13.1 above requires the consent of all of you.

14. HOW WE MAY END YOUR TENANCY

YOU AND WE AGREE:

Re-entry by us before the expiry of the fixed term

14.1 The Tenancy can be ended by us before the expiry of the fixed term:

- (a) if:
 - the Rent and other charges payable shall remain unpaid, wholly or in part for 14 days after becoming due, whether formally demanded or not;
 - if you do not or cease to use the Property as your only or principal home;
 - any of the grounds for possession listed in Schedule 2 to the Housing Act 1985 applies
- (b) by getting a court order for possession of the Property.

Termination by us on or after the expiry of the fixed term

14.2 The Tenancy can be ended on or after the expiry of the fixed term by getting a court order for possession by either:

- (a) relying on one or more of the grounds listed in Schedule 2 to the Housing Act 1985, in which case we will give you written notice of seeking possession before starting such possession proceedings (unless a court grants an order that it is just and equitable to dispense with the requirement to serve you with such notice); or
- (b) serving notice requiring possession on you under section 107D of the Housing Act 1985. We may do this if, in the last 6 months of the Tenancy, we have served you with a notice in accordance with clause 10.5 above, to confirm that we have decided not to offer you another fixed term

tenancy. Any notice requiring possession will expire on or after the last day of the fixed term and will give you at least 2 months' notice that we are seeking possession of the Property.

Ending of Flexible Tenancy

- 14.3 If this Tenancy stops being a Flexible Tenancy (because for example you stop living in the Property as your only or principal home), we can end this Tenancy by giving you four weeks' notice in writing in accordance with section 146 of the Law of Property Act 1925 and exercising our rights of re-entry and regaining possession.

Schedule 1

Definitions

You and us agree the following words shall have the following meanings:

Abusive	<p>includes (but is not limited to) any behaviour which consists of:</p> <ul style="list-style-type: none"> • physical or sexual abuse • violence or threatening behaviour • controlling behaviour including (but not limited to) behaviour designed to: <ul style="list-style-type: none"> ○ make a person subordinate and or dependent by isolating them from sources of support ○ exploit a person's resources and capacities for personal gain ○ deprive a person of the means needed for independence, resistance and escape ○ regulate a person's everyday behaviour • coercive behaviour including (but not limited to) assaulting, threatening, intimidating and other forms of abusive behaviour used or designed to harm, punish or frighten a person • economic abuse; including (but not limited to) behaviour that has a substantial adverse effect on a person's ability to: <ul style="list-style-type: none"> ○ acquire, use or maintain money or other property; or ○ obtain goods or services • psychological, emotional or other abuse.
Benefit	means housing benefit, Universal Credit or any alternative replacement scheme
Benefit Eligible Services	are the services eligible for Benefit which at the Start Date are listed in Part 1 of Schedule 2) we will provide under this Tenancy for which you pay the Benefit Eligible Service Charge
Benefit Eligible Service Charge	is the amount of money you pay to us for providing the Benefit Eligible Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
Building	where your Home is flat or maisonette, the building Your Property forms part of, and includes the Communal Areas
Communal Areas	which includes shared communal areas such as (but is not limited to) any stairways, lifts, communal gardens, balconies, landings, washrooms and parking areas
Contents	means the furniture, furnishings, fixtures and other items listed in Schedule 3 of this Tenancy (if any) which are let with your Home under this Tenancy

Domestic Surveillance Systems	means any CCTV or video and/or audio surveillance equipment including (but not limited to): <ul style="list-style-type: none"> • video and/or audio surveillance/recording equipment mounted or fixed on the Property • smart doorbells that collect audio and video recordings
Energy Efficiency Payments	includes (but is not limited to) <ul style="list-style-type: none"> • any benefits arising as a result of the Energy Efficiency System being connected to the Grid and any environmental or renewable benefits (including feed in tariffs and renewable heat incentive payments) relating to the Energy Efficiency System (including any monetary payments) • any payments arising as a result of supplies of electricity and exports of electricity to the Grid from the Energy Efficiency System • any revenue generated in relation to the Energy Efficiency System
Energy Efficiency System	means any <ul style="list-style-type: none"> • low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology; and • renewable heat technology equipment of fuel source, including ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the Grid, together with • any invertors, meters, monitoring equipment, cabling and other associated media and works; and • any addition or replacement, that we, or a third party with our permission, may install
Estate	means any land and/or buildings adjoining and/or neighbouring your Home, the Property and the Building and which is owned by us
Extension Period	means a period of 6 months
Former Occupancy Debts	means rent arrears or other debts or charges owing from a previous occupancy of the Property or from another property owned by us or from another Registered Provider of Social Housing
First Period	means the period of time from Start Date to midnight on the following Sunday
Flexible Tenancy	means a flexible tenancy agreement granted for a fixed term of 5 years in accordance with the Housing Act 1985

Gifted items	means any electrical items, soft furnishings or other items gifted to you on the Start Date as listed in Schedule 4 of this Tenancy (if any). We are not responsible for any Works needed to any gifted items
Grid	means any distribution system for electricity and/or gas in England as operated by persons licenced by Ofgem
Harassment Grounds	means harassment for any reason including (but not limited to) harassing someone on any of the following grounds: <ul style="list-style-type: none"> • age • disability • gender reassignment • marriage and civil partnership • pregnancy and maternity • race • religion or belief • sex • sexual orientation
Home	means your house, bungalow, flat or maisonette granted under the terms of this Tenancy and described at clause 1.2 of this Tenancy
Improvements	means any improvements, alterations or additions including (but not limited to): <ul style="list-style-type: none"> • installing central heating or a gas fire; • putting up any radio or television aerial, satellite dish, alarm, camera or CCTV; • removal of floor tiles; • installing laminate flooring; • installing a shower • replacing kitchens/bathrooms
Introductory Tenancy	means an introductory tenancy agreement granted in accordance with the Housing Act 1996
Members of your household	means the people that will be living in your Home including you
Net Rent	means the amount of money you have to pay to us on a regular basis to live in your Home. The amount of Net Rent you pay may be increased or decreased from time to time in accordance with this Tenancy

Net Rent Review	means the time when we will review and change the Net Rent in accordance with any rent setting policy we have from time to time in force, dealing with higher income earning households
New Terms	are the changes we are making to the terms of this Tenancy
New Services	are the changes we are making to the Services and/or Other Services provided under this Tenancy
Non-Benefit Eligible Services	are the services not eligible for Benefit (which at the Start Date are listed in Part 2 of Schedule 2) and which we will provide under this Tenancy for which you pay the Non-Benefit Eligible Service Charge
Non-Benefit Eligible Service Charge	is the amount of money you pay to us for providing the Non-Benefit Eligible Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
Other Charges	is the amount of money you pay to us for providing the Other Services set out in this Tenancy which may be increased or decreased from time to time under this Tenancy
Other Charges Review	means the time when we will review and change the Other Charges which will normally be in the April immediately after the grant of this Tenancy and thereafter once a year
Other Services	are the other services which at the Start Date are listed at clause 1.15 which we will provide to you under this Tenancy for which you pay the Other Charges
Partner	means your husband or wife, a person living with you as your husband or wife, your registered civil partner or a person living with you as your registered civil partner
Period of Unauthorised Occupation	is any period after 10:00am on the day this Tenancy ends, which the you, members of your household and/or anyone authorised by you remain in occupation of the Property
Pets	includes but is not limited to any animal, bird, reptile, insect or fish
Property	means your Home including any fixtures and fittings owned by us (except the Contents) and if your Home is a house or bungalow includes any garage, driveway, allocated parking space, outbuilding or garden let under this Tenancy and any paths, hedges and/or fences exclusively for your Home and owned by us. For the avoidance of doubt the Property does not include any Energy Efficiency System that may be fitted to your Home at the Start Date or at any time during the Tenancy or any part of your Home to which any Energy Efficiency System is attached
Regulator	means the Regulator of Social Housing, which is an executive non-departmental public body which regulates registered providers of social housing or any replacement body or bodies which regulate social housing or

	takes over the substantially the same regulatory and supervisory functions of the Regulator of Social Housing
Rent	means the total of the Net Rent, Service Charge and Other Charges added together, which may be increased or decreased from time to time under this Tenancy and any Former Occupancy Debts
Rent Review	means the time when we will review and change the Rent in accordance with our rent setting policy from time to time in force, which will normally be once a year
Reviewed Net Rent	means the Net Rent as varied at the Net Rent Review
Reviewed Other Charges	means the Other Charges as varied at the Other Charges Review
Reviewed Rent	means the Rent as varied in accordance at the Rent Review
Reviewed Service Charge	means the Service Charge as varied at the Service Charge Review
Second and Subsequent Periods	means the periods of time immediately after the First Period starting on a Monday and thereafter from week to week until the Tenancy is ended or the Tenancy has converted to a Flexible Tenancy in the way set out above at clause 1.4
Services	are the Benefit Eligible Services and the Non-Benefit Eligible Services which we will provide under this Tenancy for which you pay the Service Charge
Service Charge	is the total of the Benefit Eligible Service Charge and the Non-Benefit Eligible Charge and is the amount of money you pay to us for providing the Services set out in the Tenancy which may be increased or decreased from time to time under this Tenancy
Service Charge Review	means the time when we will review and change the Service Charge if there is a change in the Services provided to you
Start Date	means the start date of this Tenancy as inserted at clause 1.4 of this Tenancy
Tenancy	means the legal agreement between you and us where we allow you to live in the Home and where both you and us agree to do various things which are set out in the Tenancy
Terrorism	includes (but is not limited to) any action which is <ul style="list-style-type: none"> • designed to influence the government or to intimidate the public or a section of the public; and • made for the purpose of advancing a political, religious or ideological cause; and • the action <ul style="list-style-type: none"> ○ involves serious violence against a person ○ involves serious damage to property

	<ul style="list-style-type: none"> ○ endangers a person's life, other than that of the person committing the action ○ creates a serious risk to the health or safety of the public or a section of the public ○ is designed to seriously interfere with or disrupt an electronic system
Varied Services	means the New Services
Varied Terms of Tenancy	means the New Terms
Works	means any works and for example includes but is not limited to installing, maintaining, improving, repairing, replacing, cleaning, clearing, removing and disposing of and/or making good
You	means the tenant(s) of the Property under this Tenancy. This includes joint tenants.

Schedule 2

The Services

THE SERVICES

PART 1 – BENEFIT ELIGIBLE SERVICES

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PART 2 – NON-BENEFIT ELIGIBLE SERVICES

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Schedule 3

The Contents

THE CONTENTS

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I/We agree that the Contents are listed above.

..... Dated.....
..... Dated.....
..... Dated.....
..... Dated.....

Signed by the tenant(s) [If there is more than one tenant then each of you must sign].

..... Dated.....
..... Dated.....

Signed by and on behalf of your landlord

..... Dated.....

Schedule 4

Gifted Items

THE GIFTED ITEMS

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I/We agree that the gifted items are listed above.

..... Dated.....

..... Dated.....

..... Dated.....

..... Dated.....

Signed by the tenant(s) [If there is more than one tenant then each of you must sign].

..... Dated.....

..... Dated.....

Signed by and on behalf of your landlord

..... Dated.....

Appendix 1

Title/Planning

Appendix 2

Photographs of your Home