

Conditions of Tenancy

Our obligations

1.1 Possession

We will give you possession of the Premises at the start of the tenancy.

1.2 Your Right to Occupy

We will not interrupt or interfere with your right to occupy the Premises peacefully except where access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property provided that reasonable notice has been given by us or someone authorised by us, and exercising any of the rights reserved in Clause 1.16 and that such access is required save in the case of emergency; or a court has given us possession by ending the Tenancy.

1.3 Repair of Structure and Exterior

We will keep the structure and exterior and the Premises in good repair including:

- The roof
- Drains, gutters and external pipes
- Outside walls, outside doors, window sills, window catches, sash cords, window frames and glass, including and where necessary external painting and decorations/internal walls, skirting boards, doors and door frames, door hinges, door jambs, thresholds, floor and ceilings, (but not painting and decoration) plaster work
- Flues, chimneys and chimney stacks (but not sweeping the chimneys)
- Fences, pathways, boundary walls, steps, ramps and other means of access, garage and outbuildings

1.4 Repair of Installations

We will keep in good repair and proper working order (to the standards prescribed by law or recommended practice) and any installations provided or maintained or adopted by us for space heating, water heating, and sanitation and for the supply of water, gas and electricity including:

- water pipes and tanks, gas pipes and electrical wiring
- electrical sockets and switches, smoke detectors (where fitted) and light fittings (but not plugs or appliances which are not ours)
- basins, sinks, baths, toilets, flushing systems and waste pipes
- water heaters, boilers, fireplaces, fitted fires and radiators and other central heating installations (but not those we have not installed.)

1.5 Repair of Common Parts of flats, maisonettes and Community Living schemes

We will keep all communal areas and equipment in good repair and fit for use by you and other occupiers and visitors to the Premises including:

- common entrances, halls and passageways
- stairways and lifts
- rubbish chutes
- lighting

1.6 Decoration of Exterior and Common Parts

We will keep the exterior of the Premises and any common parts in a reasonable state of redecoration and will re-decorate these areas as often as is necessary.

1.7 Repairs Generally

We will carry out all repairs within such reasonable timescales as we determine from time to time in consultation with the tenant affected. This includes the out of hour's emergency repairs service.

We are not responsible for any repair or replacement needed because of damage to or neglect of the Premises caused by you, anyone living with you or visitors (examples are broken glazing, lock changes but this list is not exhaustive). We will charge you for the cost of any work required because of such damage or neglect. The reclaiming of the cost of the damage will be considered with reference to the circumstances of the incident

1.8 Rights to Information

You have a right to information from us about the terms of this Tenancy and about our repairing obligations as well as our policies and procedures on tenant consultation, housing allocations and transfers, equal opportunities and our principles for setting rents. We will issue you with an annual report which sets out our aims, objectives and achievements.

1.9 Data Protection

We will comply with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018. Aspire Housing is the Data Controller, as defined by the Act. Under the GDPR you have the right to access the personal data we hold about you. In certain circumstances you also have the right to object and restrict the use of your information. For more information you can read our full privacy notice on our website: <https://www.aspirehousing.co.uk/privacy>

1.10 Access to Personal Information

We will allow you reasonable access to all other personal information held about you or members of your family (provided that this right shall not apply to information provided to us in confidence by third parties) and allow us to correct or record your disagreement with the information held by us.

1.11 Services

We will provide the Services (if any) listed in the start of this tenancy agreement. We may (following consultation with all the tenants affected) increase, add to, remove, reduce or vary any of the Services. You will pay for these Services through the Rent.

1.12 Notices

You agree that we may serve notices (including of legal proceedings) on you either personally or by posting them to you (by registered post), leaving them at, or inserting them through the letterbox of, the Premises or (if different) your last known address.

1.13 Insurance

We will insure the Premises and any energy efficiency equipment for such a sum against such risks, as we (acting reasonably) believe appropriate. You are responsible for insuring your furniture and personal possessions and also any other items for which you have responsibility (e.g.; insurance against accidental damage or for re-glazing).

1.14 Giving our Consent

Where this tenancy agreement states that our consent is required, we will not unreasonably refuse to give it. In some circumstances our consent may be given subject to reasonable conditions.

1.15 Anti-Discrimination Provisions

We will not discriminate against you on any grounds and will adopt such best practice guidelines as is issued by the Homes and Communities Agency from time to time. If you do not feel that you have been treated fairly by us, you can complain using the procedure set out at the end of this tenancy agreement.

Reserved rights

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

- 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 equipment in and on the Premises (including the right to attach the energy efficiency equipment to the Premises and remove any part or the whole of the energy efficiency equipment from the Premises).
- The right to change the position or location of any part of the energy efficiency equipment in or on the Premises.
- The right to use all means of reasonable access to and through the Premises and any building of which the Premises is part of, for access to and from the energy efficiency equipment so that we or any third party authorised by us can exercise the rights set out in this clause.
- The right to connect into, use and alter the existing electrical cabling, installations and other service media within the Premises in connection with the use of the energy efficiency equipment for the generation of electricity via the energy efficiency equipment, including exporting electricity to the grid, and the passage or transmission of utilities to and from the energy efficiency equipment and the Premises.
- The right to support and protection for the energy efficiency equipment from the Premises and any building of which the Premises are part of.

Your obligations

A. Payments for the premises

A.1 Rent

The Rent (which includes where applicable Service Charges) must be paid in advance every Monday. We will consult with you if we wish to change the way in which payment is required to be made.

A.2 Setting Your Rent

We will vary your Rent (inclusive of service charges where applicable) on the first Monday in April in line with Government's guidance. We will give you advance notice of the alteration, and notify you by email where we have your email address, a secure online account, or by post.

After the First Rent alterations we may (in accordance with Sections 13 and 14 Housing Act 1988) change your Rent if we give you at least one month's notice in writing of the change. The notice will set out the new rent proposed. The Rent shall not be changed earlier than 52 weeks of the last change.

You must then pay the full amount shown. If your rent has been increased you can ask for a Rent Assessment Review, details of how this can be done will be included with the Rent Notification.

A.3 Rent Increases and Optional Improvements

If, with your consent, we carry out any option improvement works to the Premises we may increase the Rent for the period following the completion of such improvements up to the next 31st March. We will agree with you the amount of rent increase (if any) which will be due from you when the improvements are completed before carrying out such optional improvements. This increase is in addition to any variation under Clause A.2 above.

A.4 Housing Benefit

We will provide you with advice and assistance in relation to Housing Benefit claims. You agree that this tenancy agreement constitutes your consent to the relevant authority for the payment direct to us of any Housing Benefit which you may claim as part of whole payment of the Rent and (if applicable) Service Charges due to us. You may withdraw your consent by sending us written notice and upon receipt we shall advise the Council to pay your Housing Benefit direct to you. The amount of such benefit will be credited to your Rent Account when it is received by us. If your circumstances change so that your entitlement to Housing Benefit is affected you must immediately inform the Council and us. Any overpayment which is lawfully recoverable may be reclaimed by us from you.

A.5 Arrears and Advance Payments

Arrears and rent payment are due under this Agreement on Monday, each week; payments not received by the following Friday are deemed to be arrears under this Agreement.

Advance payments – any payments made above the weekly rent amount or in advance of the due date will be credited to the rent account and will be deemed to be an Advance Payment.

A.6 Utility and Local Taxes

You must pay all Utility Charges, Council tax or any other local taxes properly payable by you and indemnify us against any liability arising from your failure to do.

B. Residence

B.1 Possession

You must take possession of the Premises at the start of the tenancy and not part with possession or sublet the whole of the Premises.

If we reasonably require you to move into alternative accommodation, you agree to move into that alternative accommodation. Examples of where we may require you to move into alternative accommodation include (but are not limited to):

- If we need to carry out repairs to the Premises, and it is not safe for you to keep living in the Premises;
- If we need to demolish the Premises; and
- If the Premises is damaged by flooding.

B.2 Use of Premises

You (or if you are a joint tenant, at least one of you) must occupy and use the Premises for purposes as your only or principal home and notify us in advance of any period where the Premises will be unoccupied for more than 28 consecutive days. Failure to do this may result in possible forced entry to enter your home because of an emergency (this will result in a recharge) and in serious circumstances, the loss of your home.

You must not use the Premises for immoral or illegal purposes.

You must not operate a business at the Premises without our prior written consent and any planning permission that may be required from the Council.

You must not affix to or exhibit on the Premises any tradeplate or advertisement without our prior written consent.

You must use any communal facilities with due regard for the convenience and safety of others and in particular you must not interfere with the security of the Premises.

Example(s) of Breaches): but not an exhaustive list

- Jamming communal doors open
- Letting in strangers without identification
- Any obstruction which would cause a fire hazard – e.g. personal belongings being stored in the communal area, (mats, bicycles, pushchairs/prams, furniture, curtains, planters, recycling- not an exhaustive list of items)

B.3 Supported Housing Services

This clause only applies if details of the service and charges included within the Rent are set out on page 1 of this Agreement and you occupy a Community Living scheme (sheltered housing scheme).

You agree to pay the weekly Service Charge set out on page 1 and as it increases by written notice (this does not affect your right to seek a review of your rent by the Rent Assessment Committee You may then be required to pay the Supported Housing Services Charge element of your Rent directly to us, if you live in a community living (sheltered property) or you have agreed to receive Supported Services provided by Aspire Housing if you live in a non-sheltered property.

C. Harassment

C.1 You, members or your household and visitors to the Premises and any persons admitted to the Premises by anyone who has authority to live there must not harass any other person residing in, visiting or otherwise engaged in lawful activity, in the estate or in the neighbourhood. You will be held responsible for the behaviour of every person (including children) living in or visiting the Premises, inside the Premises, in any communal areas and on the estate or in the neighbourhood.

Note: Harassment includes

- Using threats or violent action against another person for any reason, including their age, appearance, religion, race, sexual orientation, gender, sex and mental or physical capacity
- Violence
- Using abusive or insulting words or behaviour
- Damaging or threatening to damage another person's home
- Writing or threatening to write abusive or insulting graffiti
- Doing anything else which interferes with the peace, comfort, state of mind or convenience of another person.

D. Nuisance

D.1 You, members of your household and visitors to the Premises and any persons admitted to the Premises by anyone who has authority to live there must not cause a nuisance or annoyance or disturbance or act in such a way that is likely to cause nuisance or annoyance or disturbance to other resident, their guest or visitors or any person engaged in lawful activity, on the estate or in the neighbourhood. You will be responsible for the behaviour of every person (including children) living in or visiting (with your consent) the Premises, inside the Premises, in any communal areas and on the estate or in the neighbourhood.

Example(s) of Breach(es) but not an exhaustive list

- Nuisance, annoyance and disturbance may be caused by activities such as;
 - excessive noise
 - offensive language and behaviour
 - shouting
 - banging doors
 - barking dogs, failing to control dogs or other pets
 - offensive drunkenness
 - dumping rubbish
 - vandalising property
 - misusing common parts or communal facilities

D.2 Floor Covering

You must (install and) maintain all floors in the property which are situated above another flat with appropriate floor covering such as carpet and underlay in sitting rooms, bedrooms, hallways and on stairs; and linoleum in kitchens, bathrooms and WC's, unless we provide you with written consent to do otherwise. In most situations, we do not consider wooden flooring, laminate or any other type of dense hard flooring to be appropriate floor covering.

E. Domestic violence

E.1 You and or members of your household must not permit, incite or cause any type of violence or threat of violence anywhere against any other person living with you or make anyone who lives with you leave the home because of domestic violence.

Domestic Violence Includes: but not an exhaustive list

- any violence between former or current partners in an intimate relationship, wherever and whenever it occurs. The violence or threats of violence may include physical, sexual, emotional, psychological or financial abuse.
- using threats of violence against another person within the household
- using abusive or insulting words or behaviour
- doing anything which interferes with the peace, comfort, state of mind or convenience of another person

F. Drugs

F.1 You and or members of your household and visitors to the Premises must not produce, or supply or possess, or allow the production or supply or possession of any controlled drug or other controlled substance in or from the Premises or in any communal area or on the estate or in the neighbourhood, to any other person. You will be held responsible for the behaviour of every person (including children) living in or visiting the Premises, inside the Premises, or in any communal areas and on the estate or in the neighbourhood.

F.2 You must not use the Premises for any act preparatory to, or connected with the possession or supply of any controlled drug or any other controlled substance including so called "legal highs".

Example(s) of Breach(es) but not an exhaustive list

- Supplying, possessing or producing a controlled drug, including so called "legal highs" for your own use, or friends, relatives, visitors or to anyone else, in or from the Premises, or any communal area or on the estate or in the neighbourhood.
- Preparing controlled drugs including so called "legal highs" for supplying to another or taking order for the supply of controlled drugs.

G. Compliance with the law (general)

G.1 You, members of your household and visitors to the Premises must not use the Premises or any communal area on the estate or in the neighbourhood for in connection with any illegal or immoral purpose whatsoever.

G.2 You, members of your household and or visitors to the Premises must not trespass on or cause damage to any property belonging to us or on the estate or in the neighbourhood.

G.3 You will be held responsible for the behaviour of persons (including children) living in or visiting (with your consent) the premises or any other communal areas, the estate or the neighbourhood. Example(s) of Breach(es) but not an exhaustive list

- Allowing storage of stolen or illegal goods in your home.
- Allowing controlled drug taking including so called "legal highs" in your home.
- Allowing your home to be used as a brothel.

G.4 Gang Membership

You or anyone living with you must not become a member of a gang or allow a member of a gang to visit the property. When we refer to a gang, we mean the definition applied by the Police Authority as amended from time to time which is 'a group of individuals involved in persistent criminality for some form of personal gain (this includes profit and/or gain or to demonstrate status) which is causing significant harm to the community and/or is of concern. The Association of Chief Police Officers say that 'significant' harm can have one or more of the following characteristics: significant profit or loss: significant impact upon community safety: serious violence: corruption: exercise of control".

H. Damage and neglect to the property

H.1 You must repair or replace, to a satisfactory standard any part of the Premises or any other item (but not any energy efficiency equipment) damaged through your deliberate action, neglect or carelessness or that of a member of your household, visitors or any other person(s) whether malicious or not (this includes broken glazing/ broken locks). If you fail to carry out such work we may do so and charge you the cost including administrative costs.

- H.2** You, members of your household and visitors to the premises must not cause any damage to the energy efficiency equipment.
- H.3** If any damage is caused to the Premises or any energy efficiency equipment by a third party or someone not living at your home, you must report this to us and to the Police.
- H.4** You must pay us the cost of any repairs to the energy efficiency equipment that are needed because you have damaged or neglected it, or failed to report the repair in accordance with Clause K3. You must not undertake the repairs yourself.
- H.5** Any damage or neglect which results in damage to any energy efficiency equipment which reduces the energy generation capabilities of that equipment may mean that you are liable to us for any loss in energy efficiency payments.
- H.5** You must allow access to the Premises for inspection, management, maintenance or improvement reasons or so that we or someone authorised by us can exercise any of the reserved rights reserved in clause 1.16 in relation to the Premises or any energy efficiency equipment when at least 24 hours' written notice has been given. Additionally, we reserve the right for ourselves and our agents to force access in the event of an emergency without giving notice.
- H.6** You must not, and not allow anyone else living with or visiting you, to interfere with any energy efficiency equipment at the Premises, including switching off any energy efficiency equipment. You must ensure that the electricity meter has a continuous and uninterrupted supply of electricity.
- H.7** Example(s) of Breach(es) but not an exhaustive list;
- The removal of any of our fittings or the failure to replace our fittings which you have allowed to become damaged.
 - Allowing the condition of the Premises to deteriorate for example because of infestation, failure to keep the Premises in a proper state of cleanliness, or allowing unacceptable accumulation of rubbish etc.
 - Not allowing our Officers or agents or contractors access to the Premises in order to carry out works to the Premises or failing to inform us of any damage to the Premises.

I. Use of the dwelling

- I.1** You, members of your household and visitors to the Premises must not, without written prior consent, carry out any profession, business, commercial purpose, or trade, nor sell, hire or exhibit goods or advertisements from the Premises or from any common areas on the estate.

Example of Breach but not an exhaustive list

- Use the business for commercial purpose including repairing vehicles, selling items on a regular basis, either in person, by telephone or by post or storing items for business or commercial purposes on the premises.

J. Dwelling and community responsibilities

- J.1** You, members of your household and visitors must only park cars in designated communal parking spaces (where these are provided) and with due care and consideration to other residents, road users and pedestrians.
- J.2** You, members of your household and visitors must not park any vehicle or trailer (including caravans) on the Premises, pavements, verges, open spaces or playgrounds unless prior written permission has been given to you from us and the Local Authority for a dropped kerb to be installed and permission granted to cross the footpath. You, members of your household and visitors must not park any vehicle weighing over 3.5 tonnes or any trailer, caravan or motor home on any shared parking area.
- J.3** You, members of your household and visitors must not park any vehicle or any trailer, caravan or motor home on any shared parking area or car park belonging to us.
- J.4** You, members of your household and visitors must not take motorcycles (including moped and motor scooters) or car parts, such as wheels or engines, or oil or petrol into the living accommodation or communal area at any time. You must not take inside or operate any type of industrial equipment within the dwelling at any time.
- J.5** If you or any members of your household use a motorised mobility scooter, then prior written permission must be obtained from us before moving into your home for its continued use. If, after moving into your home you wish to purchase/hire a motorised mobility scooter, you must first seek permission.
- J.6** It is the responsibility of the owner /lessee of the motorised mobility scooter to ensure that, whilst driving and parking the vehicle that they do so with due care and attention to ensure that they do not present a Health and Safety Risk to any other resident, staff or lawful visitor to the premises. Any repair relating to any damage to the fixtures and fittings caused by the negligent driving of the said vehicle will be re-charged to the owner/lessee.
- J.7** Motorised mobility scooters must be stored in the owner's/lessee's property and not be stored in communal areas of the building unless there is a designated area on the Scheme for that purpose. Fire Safety Regulations state that motorised mobility scooters should not be stored in areas not specifically designed for that purpose, as they present an obstruction hazard on escape routes, corridors and staircases.

- J.8** Motorised mobility scooters can only be charged in your property, unless there is a designated area for that purpose. Charging of the battery must only be undertaken in accordance with the manufacturer's instructions.
- J.9** You must ensure the chimneys and flues are swept as often as is necessary and in any event at least once per year.
- J.10** That all rubbish is stored properly in a suitable place, proper use is made of the recycling facility and be made available for collection at appropriate times.
- J.11** That no dangerous items are left lying around the estate or neighbourhood by you, member of your household or visitors.
- J.12** You must take all reasonably practicable steps to ensure that drains and sewers are kept free from blockage and conform to sanitary standards.
- J.13** In blocks of flats you, members of your household and/or visitors must not litter, deface, or soil the communal areas, such as stairs, landings and access balconies and these must be kept clean and free of litter at all times.
- J.14** You, members of your household and visitors must comply with any fire regulations we make with regard to communal areas and community responsibilities, e.g. setting fires in gardens or open spaces owned by us.

Example(s) of Breach(es) but not an exhaustive list

- Parking in the garden or driving over kerbs which have not been lowered, without prior written permission
- Taking industrial cleaners, generators, paint strippers, petrol, oil or welding equipment into the dwelling
- Leave rubbish or dangerous items such as bottled gas, paraffin or petrol in the garden forming part of the Premises or on land adjoining the Premises so as to pose a hazard to others.
- Allowing drains to become blocked
- Keeping any items in the communal area likely to cause a risk
- Misusing the door entry system

K. Repairs and general maintenance

- K.1** You must keep the interior of the Premises in a good condition and use the fixtures responsibly. You must decorate the Premises internally and keep the interior of the Premises, including its decoration and fixtures in a clean and well maintained condition (fair wear and tear excluded)
- K.2** You must ensure that your own fittings such as cookers meet current safety standards and are installed correctly.
- K.3** You must tell immediately about any repair in the Premises which it is our responsibility to maintain.
- K.4** You have the right to have repairs carried out to the Premises as if Section 96 of the Housing Act 1985 (as amended) and the Regulations made thereunder applied to this tenancy agreement.

Example(s) of Breach(es) but not an exhaustive list

- Failure to keep your home clean and decorated to a reasonable standard
- Failure to check or have checked on a regular basis the safety of your own fittings, such as the condition of their wiring.

L. Gardens

- L.1** You must keep any garden and all hedges and fences of the Premises in a well maintained, tidy and safe condition. Our prior written permission must be obtained prior to any tree, hedge, fence or wall being removed.
- L.2** You are responsible for the maintenance of any tree, hedge, fence, wall on the premises.
- L.3** You must use the garden for domestic/residential purposes only. You must not make excessive noise in the garden or allow excessive noise to be made by any member of your household (including children) or visitors, thereby causing or likely to cause a nuisance or annoyance or disturbance to other residents or those visiting the neighbourhood.
- L.4** You must not erect any building, structure, driveway or paved area in your garden or in any communal area without our prior written consent.
- L.5** You must not park a motor vehicle or caravan or similar item of transport on the garden unless a proper footpath crossing and garage or hard standing has been constructed. You must obtain all necessary written permissions before any construction work begins.
- L.6** You must obtain prior written permission to keep any livestock in your; e.g. Pigs, fowl, birds
- L.7** You must not install a pond in your garden without prior written permission has been obtained.

Example(s) of Breach(es) but not an exhaustive list

- Allowing the garden to become overgrown. Leaving debris examples are bags of household waste/ rubbish in the garden
- Playing amplified music at a level or time which would or is likely to cause a nuisance to others.
- Erecting a garage, shed, work shop, dog pen, pigeon loft, etc. without permission
- Parking a car or berthing a caravan for however a short period on the garden without our prior written permission.

M. Lettings, sub-letting and lodgers

- M.1** You must not sublet the whole of the Premises. This is also a criminal offence for which you may be prosecuted. If you sub-let the whole of the Premises you will cease to be an assured tenant.
- M.2** You may take in lodgers (subject to no overcrowding) provided you confirm the name and duration of occupation to us in advance. You must also inform the relevant agencies of the change of circumstances immediately.
- M.3** You may, with our prior written consent, sub-let part of the premises provided the sub-tenancy is not an assured tenancy. You must confirm the name and duration of the occupation to us in advance and confirm which part of the Premises will be sub-let. You must also inform the Council of the change of circumstances immediately.

N. Animals

- N.1** Subject to N.2 below you are permitted to keep a maximum of two domestic pets. However, you must ensure that any pet is kept under proper control and is not a nuisance to neighbours or visitors
- N.2** Please note that permission will not normally be given to keep any animal in flats. This decision is discretionary but should we receive substantiated complaints regarding the behaviour of your pet our permission may be withdrawn. The only exceptions to that rule are:
i) Assistance Dogs
ii) Ground floor flats that have an external but not a communal entrance
- N.3** Withdrawal of our consent may occur if your animal(s) are being mistreated or classed as dangerous.
- N.4** You must not breed any animal kept in the premises or offer any animal for sale from the property under any circumstance.

Example(s) of Breach(es) but not an exhaustive list

- Failure to control your dog which causes a nuisance in the neighbourhood
- Keeping a dog or cat in a flat which is not on the ground floor without a communal entrance
- Keeping more than the permitted number of pets.

- N.5** You must not permit or allow the grazing or tethering of horses on any Aspire land; failure to comply with this condition will result in legal action being taken against you and an Order for your payment of the costs of taking such action.

O. Threats or violence towards staff

- O.1** You, members of your household and visitors must not threaten, intimidate or carry out any violent act against any of our officers, involved customers acting on our behalf, Board Members or our agents (including contractors) in the Premises, in the neighbourhood or elsewhere, including any offices owned and/or managed by Aspire Housing. Any breach of this clause may result in legal action being taken against you; penalties for this action could include withdrawal of non-essential services, restriction of access to certain buildings or only contact by letter or telephone in the future.

Example of Breach but not an exhaustive list

- Using abusive language when speaking to, physical contact with any such persons.

P. Ending the tenancy

- P.1** You must give us at least 4 weeks' notice in writing ending on a Monday when you wish to end the Tenancy, however, this period may be waived or shortened at our discretion. In the case of joint tenancy, it may be brought to an end by either tenant giving at least 4 weeks' notice in writing.

You must:

- Let us inspect the Premises and show it to prospective new tenants before the notice period ends;
- Pay the Rent for the full notice period, even if you move out before it ends;
- Give us a forwarding address.

- P.2** We must accept your surrender before you can end the tenancy.

- P.3** You must give us vacant possession and return all keys/fobs of the Premises before 12 noon on the Monday on which your Tenancy ends.

P.4 You must remove all furniture, personal possessions and rubbish and leave the Premises and our fixtures and fittings clean and in good lettable condition and repair (in so far as this is your responsibility) this includes gardens/ store cupboards/ bin stores/ garages and loft spaces. You will be recharged the full cost of any removal, storage and other works carried out by us to remedy any failure by you in this respect. We accept no responsibility for anything left at the Premises by you at the end of the Tenancy.

Example of Breach but not an exhaustive list

- Leaving rubbish or any other effects in the Premises including gardens, garages, bin store, store rooms and loft spaces.

If the Premises are left vacant or unoccupied for more than one month without you informing us or if you have abandoned the Premises then we may re-enter, resume possession for them and terminate this tenancy agreement.

Q. Your rights and security of tenure

Q.1 Right to occupy

You have the right to occupy the Premises without interruption or interference from us for the duration of the Tenancy (except for the obligation contained in this Agreement to give access to our authorised officers or agents) so long as you comply with the terms of this tenancy agreement and have proper respect for the rights of other tenants and neighbours.

Q.2 Security of tenure

You have security of tenure as an assured tenant as long as you occupy the Premises as your only or principal home and do not sub-let the whole of the Premises. If you stop living in the Premises as your only or principal home or sub-let the whole of the Premises, you will lose security of tenure and this tenancy will no longer be an assured tenancy. If this happens, we can give 4 weeks' notice in writing to end the tenancy. If, at the expiry of the notice, your Premises is unoccupied, we may issue possession proceedings and obtain a possession order and you will be liable for the costs of the issue of those proceedings.

We can only end the assured Tenancy by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 to the Housing Act 1988 (as amended).

We will not use grounds 1, 2, 3, 4, 5 or 6 of Schedule 2 to the Housing Act 1988 to take possession of the Premises.

The Court will not make an order unless we have served on you a notice in writing complying with the requirements of the Housing Act 1988 (as amended) or the Court considers it just and equitable to dispense with the service of such a notice.

You should be aware that some of the grounds that can be relied on are "mandatory" or "absolute" grounds for possession which means that the Court has to order possession if the ground is proved and cannot consider the reasonableness of making the order or make a suspended possession order. However the court can consider proportionality and Human Rights issues if raised.

Specifically, we may rely on Ground 7A as introduced by the Anti-Social Behaviour Crime and Policing Act 2014 which is an absolute ground for possession due to anti-social behaviour, this may include

- breach of a Closure Order,
- breach of a Criminal Behaviour Order,
- breach of a Notice Abatement Notice,
- breach of an Injunction

or if you, a visitor or occupant commits a serious criminal offence in the Premises or in the Locality. If we serve a Notice on you using this ground, you are entitled to request a review provided that request reaches us within 7 days of service of the Notice on you. Information on the appeal process can be obtained by contacting us.

You should always seek legal advice from a solicitor or the CAB if a Notice is served on you.

You can obtain a copy of the grounds for possession by contacting us.

R. Injunctions

R.1 We reserve the right to seek injunctions either to require you to comply with or to stop you/ visitors or members of your household breaching your obligations under this tenancy agreement. We may also apply for an injunction pursuant to s1 of the Anti Social Behaviour Crime and Policing Act 2014 which may contain prohibitions and/or positive requirements as to your behaviour. A Power of Arrest may be attached in certain circumstances. Applications can be made Without Notice to you in certain circumstances. You should seek legal advice from a solicitor or CAB if we choose to seek an injunction against you. This may be in addition to or an alternative to any possession proceedings we may take.

S. The right to consultation

- S.1** We will consult with you before making changes in the matter of housing management or maintenance, which are likely to have a substantial effect on you. You have the right to be consulted as if the provisions of Section 105 of the Housing Act 1985 applied to this tenancy agreement.

T. Right to exchange

- T.1** You have the right to assign this tenancy agreement to another tenant by way of an exchange with one other tenant (a “direct exchange”) or by exchanges involving more than one tenant (an “indirect exchange”) provided that the following conditions are complied with:
- T.1.1** Every tenant taking part in the exchange is a tenant of the Homes and Communities Agency or Housing for Wales or Scottish Homes or a registered social landlord or Local Authority or New Town or housing trust which is a charity:
- T.1.2** Where required under their tenancy agreement every tenant has the written consent of their landlord to the assignment of their tenancy.
- T.1.3** (Indirect exchanges only) the tenant to whom you seek to assign this tenancy agreement intends to assign their tenancy to another tenant who satisfies the conditions in U.1.1 and U.1.2;
- T.1.4** Our prior consent is obtained; and
- T.1.5** Any reasonable conditions attached to such consent relating to the payment of the outstanding rent, the remedying of any breach or the performing of any obligation of this tenancy agreement have been complied with and the exchange will not result in either statutory overcrowding or the Premises becoming under-occupied by more than 1 bedroom.
- T.2** We will not unreasonably withhold our consent and unless it is withheld other than on one of the grounds contained in Schedule 3 of the Housing Act 1985 it shall be treated as given in the same manner and determined as if the matter arose for determination between a secure tenant and their landlord.
- T.3** We will not rely on any of the grounds contained in Schedule 3 of the Housing Act 1985 unless we have, within forty two days of your application for consent, served on you a notice specifying the ground and giving particulars of it.
- T.4** Except for any reasonable conditions permitted by clause U.1.5 above, our consent will not be given subject to a condition and any condition imposed in breach of this clause shall be disregarded.

U. Rights of succession

- U.1** On your death as long as you were not the successor (as defined in Clause 2), the following persons have a right to succeed to this tenancy agreement;
- Your spouse or person living with you as your husband or wife provided that they have occupied the Premises as his/her only or principal home at the time of your death. Under Section 17 Housing Act 1988 this right occurs automatically.
 - Any surviving joint tenant(s) if they occupied the property as their only or principal home at the time of your death.
 - If you have no surviving spouse or partner or joint tenants, a member of your family (as defined in Section 113 Housing Act 1985) or a partner of the same sex provided that:
 - They occupied the Premises as their only principal home;
 - They lived with you throughout the period of 12 months ending with your death
 - They satisfy us (acting reasonably) that they have the right to have the tenancy vested in them under your Will or Intestacy;
 - They notify us in writing of their claim to succeed within 6 months of your death (at our discretion we may allow a longer period); and
 - They apply for the Grant of Probate and/or Letter of Administration and/or seek to have the tenancy vested in them under your Will or your Intestacy within 6 months of your death (at our discretion we may allow a longer period).

If any of the conditions are not complied with we may use Ground 7 to end the tenancy. Members of your family may still be able to succeed under Clause V.3 below.

If there is more than one member of your family and/or partner qualified to succeed they should agree which one of them shall claim the benefit. If more than one claim is received and the claimants cannot resolve the dispute within a reasonable time then we may decide which claim to accept or we may use Ground 7 to end the tenancy and enter into a new tenancy of the Premises with such claimant we in our absolute discretion select.

- U.2** You are a “successor” for the purposes of this tenancy agreement if:

- You are a person who was a joint tenancy and have become a sole tenant;

- You are a spouse in whom the tenancy agreement has vested under Section 17 Housing Act 1988;
- You fall within the definition of successor set out in Section 17 (3) Housing Act 1998:
- You became the tenant under the Will or the Intestacy of a former tenant of the Premises;
- You were granted this tenancy under a right of succession granted by us under any tenancy agreement containing provisions similar to Clause V of this tenancy agreement;
- You became the tenant as a result of an assignment other than in the circumstances set out in the next two Bullet points;
- You became the tenant as a result of a court order under Section 24 of the Matrimonial Causes Act 1973 and the other party to the marriage was a successor; or
- You became the tenant under the right to exchange (see Clause U) and you were successor under your previous tenancy;

U.3 If you are not a successor and if on your death there is no person who is able to succeed under clause V.1; we agree that a person;

- Is a member of your family (as that expression is defined in Section 113 of the Housing Act 1985)
- Lawfully occupied the Premises as their only or principal home at the time of your death and lawfully reside with you throughout the period of twelve months ending with your death and
- Makes a claim in writing to us within three months of your death or such longer time as we shall in our discretion allow:

Then we will use Ground 7 to end this tenancy agreement and will enter into a new tenancy with such person of the Premises or, if the circumstances in Ground 9 apply to this tenancy, such other premises as we consider to be more suitable. The Tenancy shall be upon the same terms and conditions as this tenancy. If more than one person makes a claim under this Clause, we, in the absence of agreement between such claimants, will in our absolute discretion select the person who may pursue the claim.

General

1. Altering the Agreement

Except for changes to Rent (including Service charges where applicable) this tenancy agreement may only be altered if both you and we agree in writing.

2. The Council

The “Council” in this tenancy agreement refers to the Local Authority in which your property is located.

3. Statutory References

All references in this tenancy agreement to statutory provisions are deemed to include references to those provisions as amended varied replaced or re-enacted from time to time.

4. Charity Status

The property this Tenancy relates to is held by a charity that is an ‘exempt charity’.

5. Energy Efficiency Payments

For the avoidance of doubt:

- You do not have and will not gain any rights of ownership in respect of any part of any energy efficiency equipment.
- 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 equipment. If asked, you shall reasonably assist us to ensure that we have the benefit of any renewable benefit payments. This may include signing documents with an electricity company or any organisation that decides who is allowed to receive the renewable benefit payments, confirming that we are.
- You may use any electricity and/or heat generated by any energy efficiency equipment.
- In order to produce electricity and/or heat that you can use, the inverter part of the energy efficiency equipment may need to use a small amount of electricity through the electrical cabling and installation within the Premises. You agree that there will be no charge payable by us or to you in this regard.
- You will use your reasonable endeavours to ensure an electricity supply to such installation.

Definitions

In this tenancy agreement, the following words have the meanings set out below:

- 6.
- “energy efficiency equipment” means any FIT equipment and/or renewable heat equipment.
 - “energy efficiency payment” means:

any benefits arising as a result of the energy efficiency equipment being connected to the grid and any environmental or renewable benefits (including feed-in-tariffs) relating to the energy efficiency equipment (including any monetary payments)

any payments arising as a result of supplies of electricity and/or exports of electricity to the grid from the energy efficiency equipment; and

any revenue generated in relation to the energy efficiency equipment.

“FIT equipment” means any local carbon generator equipment including (but not limited to) any solar photovoltaic equipment, wind, hydro, anaerobic digestion and CHP technology, which is eligible (as a matter of law) for feed-in-tariff payments, together with:

any inverters, 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.

“grid” means the system for transmission of electricity (both local and high voltage) in England and Wales as operated by persons licensed by Ofgem.

“renewable heat equipment” means any renewable heat technology equipment or fuel source including (but not limited to) air and ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bioliquids and the injection of biomethane into the natural gas grid, and any other technology which is eligible (as a matter of law) for renewable heat incentives, together with:

any inverters, meters, monitoring equipment, cabling and other associated media and works; and any addition or re- placement, that we, or a third party with our permission, may install.

PLEASE NOTE

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

We operate a formal complaints procedure which is outlined on Aspire Housing's website or a copy may be requested from us. If you feel that we have broken this Agreement or not performed any obligation contained in it, you should first complain to us in writing giving details of the breach of non-performance. If we fail to deal with the complaint, or in your view, continue not to comply with the Agreement you can obtain free advice and information about your legal rights from local Citizens' Advice Bureau or law centre, you can also consult your solicitor (although you may have to pay for this). You can also complain to the Housing Ombudsman.

We are subject to any guidance on housing management practice issued the Homes and Communities Agency which apply to this tenancy agreement.

Schedule

As an Assured Shorthold tenant you are not allowed during the shorthold period to;

T. Right to exchange

You do not have the right to assign this tenancy to another tenant by way of an exchange.

U. Rights of succession

The Rights of Succession do not apply.