



# **TENANCY AGREEMENT**

## **Terms and Conditions**

**Version: V4. 2016**

# **FUTURES HOMESCAPE LIMITED TENANCY AGREEMENT**

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# 1 An assured tenancy

1.1 This Agreement makes you the tenant of Futures Homescape Limited ("us/we") as long as you occupy the property as your only or principal home. This means that you can live in your home for the rest of your life subject to the terms of this Tenancy Agreement. You agree to comply with your responsibilities under this Agreement and we agree to comply with our responsibilities under this Agreement.

1.2 The property in your tenancy includes the dwelling house (house, flat, maisonette or bungalow), together with any gardens, boundary hedges, fences and trees and any garage within the boundary of the property but excludes the airspace above and around the property; and any energy efficiency system that may be fitted:-

- To the dwelling house or in the dwelling house at the start of this tenancy; or at any time during it; and
- Any part of the property to which any energy efficiency system is attached.

1.3 We retain the following rights over your home 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 system in and on your home (including the right to attach the energy efficiency system to your home and remove any part or the whole of the energy efficiency system from your home);
- The right to change the position of any part of the energy efficiency system in or on your home with your prior consent, which you must not unreasonably withhold;
- The right to use all means of reasonable access to and through your home 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;
- The right to connect into, use and alter the existing electrical cabling, installations and other service media within your home 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 your home;
- The right to support and protection for the energy efficiency system from your home and the Building.

1.4 Your tenancy does not include:

- Any item (for example a shed) left by a previous tenant for which you have agreed to take responsibility;
- Garden paths which are not essential for access to your home or drying line;
- Patios or other hard landscaped areas;
- Bushes;
- Garages for which there is a separate rental agreement;
- Individual TV aerials and any associated fittings not supplied by us.

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

(A list of fittings for which you agree to take responsibility is given on Page 4 of the Tenancy Agreement).

1.5 You may lose your security of tenure, i.e. your right to live in your home, if:

- We are granted a possession order by the Court;
- You do not use this property as your principal (main) home;
- You sub-let the whole of your home to another person without our consent;
- In the case of a joint tenancy, where one tenant gives notice to terminate.

1.6 If we want to repossess your home, we have to serve a notice of seeking possession and must obtain an order from the Court if you fail to vacate. In most cases the Court will have to decide if it is reasonable for us to have possession of your home. (see section 10)

1.7 In special circumstances we may have to move you out of your home either permanently or temporarily. This could be because:

- Your home needs major repair work or complete redevelopment;
- Your home has been specially adapted for a disabled or an elderly person who no longer lives in the property, and an elderly or disabled person needs your home to live in.

If this happens you will be offered a suitable alternative home and when it is as a result of redevelopment, you may get compensation according to Government guidelines.

1.8 All references in this Agreement to Acts of Parliament include any amendments, variations or other changes that may be made to those Acts.

1.9 Nothing in this Agreement shall give any third party any benefit or the right to enforce any term of this Agreement and the parties to the Agreement may agree to cancel or vary this Agreement in whole or in part without being required to seek or obtain the consent of any third party.

## 2 Rent and service charges

### Your responsibilities

#### Advice and assistance

- 2.1 Payment of Rent is one of your most important obligations under this Tenancy Agreement.
- 2.2 You must pay the Rent due in advance every Monday until your tenancy legally ends. The Rent is shown on page 3 of this Tenancy Agreement.
- 2.3 If you wish to pay by Direct Debit or Standing Order these payments must be paid in advance. If you wish to pay your Rent fortnightly or monthly you should agree this with us beforehand. All payments are to be made in advance to avoid recovery action being taken against you.
- 2.4 You must not withhold your Rent or any part of it for any reason.
- 2.5 If you are joint tenants you are both jointly and severally liable for the Rent. This means that we can recover arrears from you jointly, or individually.
- 2.6 The total Rent due includes any additional charges listed on page 3. The support services are provided under a separate Support Services Agreement which sets out the services to be provided, your rights and obligations and our rights and obligations as the support provider and, the charges you must pay.

### Your rights

- 2.7 You have the right to certain information about your Rent account which will be provided to you at the start of your tenancy and each time your Rent is reviewed. The information will include notice of the name and address of your landlord and the amount of Rent to be paid.
- 2.8 Following the commencement of this tenancy, we will increase your Rent in accordance with the formula set out on page 3 under the heading 'First Increase Provision'.
- 2.9 After the first Rent increase we will increase your Rent in accordance with Sections 13 and 14 Housing Act 1988.
- 2.10 Unless clause 2.11 applies we will not increase your Rent more than once a year after the First Rent Increase without your prior consent.

## Services and Service Charge part of the Rent

2.11 We may terminate, introduce or vary the services we provide to you (and the consequent Service Charge part of the Rent) by: -

- The written agreement of us and you; or
- By us, in the interests of good estate management only after we have: -
  - written to you setting out the changes to the Services we wish to make;
  - given you such information as we consider necessary to explain why we wish to make such changes and what effect the changes would have on you including any changes to the Service Charge element of the Rent;
  - given you (or someone on your behalf) a reasonable period of time (we shall tell you what that reasonable period of time is when we write to you as this will depend on the circumstances) to make representations to us about the changes;
  - considered any representations made by you (or someone on your behalf) during that reasonable period of time; and
  - sent a notice of variation to you: -
    - setting out the changes we are making to the Services and any revised Service Charge element of the Rent (the “new terms”);
    - giving you such information as we consider necessary to explain why we wish to make the new terms and what effect the new terms will have on you; and
    - stating the date on which the new terms will take effect.
  - The new terms will not take effect until at least 4 weeks after the notice of variation is sent.

If Services have been changed or introduced following the process in this clause and you do not wish to continue your tenancy on the new terms you have the right to end this Agreement by writing to us before the new terms take effect stating:-

- You wish to end the Agreement on or before the new terms take effect; and
- The date on which the Agreement is to end, which must be on or before the date the new terms take effect.

### **What action could we take?**

2.12 We take Rent arrears very seriously. If you do not pay your Rent, we may apply to Court to seek possession of your home. These proceedings may incur additional charges such as legal fees and Court costs. We may also incur costs associated with pursuing you for any debt accrued by you. Unless the Court order states otherwise, you must pay our reasonable legal costs and expenses properly incurred in enforcing this debt or seeking possession of your property.

### **What action can you take?**

2.13 If you cannot pay your Rent you must contact us as soon as possible.

- 2.14 You may get assistance with paying your Rent by claiming Housing Benefit (or any other benefit which replaces it). We can help you do this and also assist with financial advice generally.
- 2.15 If you are receiving Housing Benefit (or any other benefit which replaces it) you agree that this benefit can be paid direct to us on the signing of this Agreement. The obligation to ensure the Rent is paid in full remains yours.
- 2.16 If there is a change of circumstance which means that your entitlement to Housing Benefit (or any other benefit which replaces it) will change, you must tell us and the local authority (or whoever is responsible for processing the benefit) immediately.
- 2.17 You must repay us any overpayment in Housing Benefit (or any other benefit which replaces it) which, by law the local authority (or whoever is responsible for processing the benefit) can claim back from us. We will debit the overpayment from your Rent account and collect it as Rent arrears.

## 3 Repairs and health and safety

### Your rights

#### Repairs

- 3.1 Before you occupy your home we will check it to ensure it meets our standards. This check includes an inspection of the gas/oil (if appropriate) and the electrical systems. These systems will be certified and you will be given a copy.
- 3.2 As part of our inspection of your home we may identify repairs that we need to carry out after you have moved in. You must give us access to complete these.
- 3.3 You have the right to have certain repairs carried out to your home if you tell us about the repairs which need to be done. You and we have certain duties and obligations to ensure that your home is reasonably well maintained. You must inform us of any repairs that are required.
- 3.4 We will keep the structure and outside of the dwelling house in repair which includes:
- Drains, sewers, gutters and external pipes;
  - Roof;
  - Outside walls, outside doors (including door jams, thresholds, locks and handles, letter boxes), windowsills, frames (including necessary painting and decoration but not window glass);
  - Internal walls, door frames, floors and ceilings and related making good (but not including routine internal painting and decoration);
  - Chimneys and chimney stacks (including the annual sweeping of chimneys for solid fuel appliances);
  - Pathways, steps or other means of access to front and back doors and outhouses;
  - Plasterwork, except minor cracks and blemishes;
  - Garages owned by us within the property boundary;
  - Any energy efficiency equipment.
- 3.5 We will keep the installations for room and water heating, sanitation and any utility supply that were supplied to you when you began your tenancy in working condition which includes:
- Basins, sinks, baths, toilets, flushing systems and waste pipes;
  - Electric wiring, water pipes and any energy supply pipes in your home (supply pipes outside your home are generally the responsibility of the supply company);
  - Water heaters, fireplaces, fitted fires, sockets and light fittings.

However, we will not carry out or pay for repairs if:

- They are needed because you or anyone living with you, or your visitors, have damaged or neglected the installations; or



- You have installed them yourself. If this is the case you will have to meet the costs. (You must first get our written permission to alter the property.)
- 3.6 We will keep the common entrances, halls, stairway, lifts, passageways, rubbish chutes and any other common parts in repair and make sure they are fit for use.
  - 3.7 When we carry out a maintenance repair to your home and if the repair causes any damage to decoration we will not redecorate nor will we pay towards re-decoration. If major repairs are carried out to your home and decorations are damaged we may provide assistance with the cost of redecorating.
  - 3.8 If you are provided with a temporary home during repair works, you must return to your original home when the repairs are completed.
  - 3.9 It is your responsibility to take out home contents insurance to cover your furniture, belongings or decorations against theft, fire, vandalism, burst pipes and other household risks. If your home is damaged for example, by flooding from a burst pipe, we will repair the burst and undertake any necessary repairs to the infrastructure. We will not undertake decorations, pay towards redecoration or replace any of your possessions. You should claim for these items from your insurers.

### **Improvements**

- 3.10 You have the right to make improvements to your home. You must obtain written permission from us before making any alterations, e.g. putting in your own central heating or erecting a conservatory. We will not refuse your request without good reason. We may make it conditional that the work is carried out to a certain standard. You may also need to obtain planning permission and building regulation approval from your local Council and you will need to comply with such permissions.
- 3.11 When you leave your home, we may require you to return your home to the same condition and standard that it was prior to the improvements that you have undertaken. If we have to undertake this work we will recharge you the cost.
- 3.12 We must be satisfied with all improvements or alterations and may inspect them. If we are not satisfied, you may be required to carry out further work, or restore the property to its original condition.
- 3.13 When you end your tenancy, you may be able to get compensation for improvements in accordance with our compensation policy which mirrors the compensation guidelines set out in the Secure Tenants of Local Authorities (Compensation for Improvements) Regulations 1994.

### **Gas safety check**

- 3.14 We have a legal obligation under the Gas Safety (Installation and Use) Regulations 1998 to ensure that any gas appliance (except one that you are entitled to remove e.g. cooker), gas pipe work and flue are maintained in a safe condition. Each appliance, pipe work and flue will be checked for safety once a year.

## **Your responsibilities**

### **Access to your home**

3.15 You must give access to the following:

- Companies appointed as the approved gas contractor for the purpose of carrying out the annual gas safety check;
- Any officer or person with written authority from us to inspect the condition and state of repair of your home;
- Any appointed person with written authority from us to inspect any improvements made by you;
- Any employees or contractors employed by us to carry out maintenance work or other necessary work for as long as it is necessary to do the work;
- Any employee in the course of their duties;
- Any person in connection with any energy efficiency system.

Before any visit, you will be given a minimum of 24 hours notice and the appointment will be made during ordinary working hours except where alternative times have been agreed. All of our inspecting officers, employees and contractors will carry identification which you should ask to see. It is your responsibility to ensure you are at home at the time of any appointed visit.

### **Decorating and reporting repairs**

3.16 You must report all faults to us as soon as they come to your attention. We are not responsible for any disrepair that has not been reported.

3.17 You must use the property in a tenant-like manner. This means you must respect and take proper care of your home, e.g. cleaning windows, unblocking the sinks, changing tap washers, etc. You must take all necessary action to ensure that your home is secure and protected at all times. (Please see Tenants Handbook for full details of your obligations).

3.18 You are responsible for keeping the interior of your home in good decorative repair and in a clean condition including the glass in the windows and doors.

3.19 You must not cause any damage on purpose or by neglect, or allow any occupants of your home or visitors (including children) to do so. You are responsible for any repairs that are required as a result of damage caused on purpose or by neglect. We may agree to carry out any such repairs for you and the cost of these will be charged to you. In the case of energy efficiency equipment only we or someone appointed on our behalf may carry out repair work. You are responsible for paying for any repairs that we recharge you for in line with our Recharge Policy.

3.20 You must not store excessive amounts of paper, clothing, goods or rubbish within your home including any communal areas, your garages, sheds or any other outbuildings. You must not store any inflammable material or anything else which may cause your home or communal areas to be a health or safety hazard.

3.21 You must not interfere or allow anyone else to interfere with any property belonging to a supplier of gas, oil, electricity, water, telephone, cable television, television aerials or other services.

### **What action can we take?**

3.22 In emergencies, e.g. burst pipes, we have the right to enter your home immediately, without giving you notice.

3.23 If you do not keep those parts of your home for which you are responsible in reasonable decorative order and in a good state of repair, we may apply to Court for possession of your home.

3.24 We will recharge you if we carry out any repairs that are required as a result of damage on purpose or by neglect caused by you, occupants of your home or visitors (including children). You are responsible for paying for any repairs that we recharge in line with our Recharge Policy.

3.25 If you do not ask our permission for alterations/improvements you carry out, we may apply to Court for possession of your home. We may also ask you to return the property to its original condition or we may choose to do this and recharge you for it. You are responsible for paying for any repairs that we recharge in line with our Recharge Policy.

3.26 If you do not respond to a reasonable request for access to your home, we may ask the Court for an injunction which will require you to allow us access into your home. We will also ask the Court to make you pay the legal costs.

3.27 If you refuse or obstruct access, either directly or indirectly, to an officer or contractor/representative who wants to enter your home after a reasonable request then we may choose to take action against you.

### **What action should you take?**

3.28 You must report any repairs as soon as they come to your attention.

3.29 You must replace or repair any damage caused by your own fault or the fault of occupants of your home or visitors (including children) unless it is damage to any energy efficiency equipment, in which case we will do the work and require you to pay for that work.

3.30 You should inform us if you are going to be away from your home for more than four weeks in case we need to carry out repairs or gain access at short notice.

3.31 You must ensure that you get our written permission before you carry out any improvement or alteration to your home.

3.32 When you terminate your tenancy and leave your home it should be left in a good condition. Any repair or maintenance work required before we re-let the property that is a result of damage caused on purpose or by neglect caused by you, any occupants of your home or visitors (including children) will be recharged to you.

## 4 Living in your community

### Your rights

- 4.1 You, occupants of your home and visitors (including children) must respect other people who live in your neighbourhood. We believe that each tenant has the right to live in an environment free from intimidation and anti-social behaviour. This means that we will investigate any complaints made by or against tenants, but it is not guaranteed that we can or will take legal action in every case.

### Your responsibilities

- 4.2 As a tenant you are responsible for your own behaviour in your home, on surrounding land and on shared areas for example stairs, landings, hallways, shared gardens, parking areas, play areas, alleyways or in the locality of your home and for:
- The behaviour of any person who lives in your home including children (occupants);
  - The behaviour of any person who comes to visit you including children (visitors);
  - The behaviour of any pets belonging to you, occupants or visitors.

### Nuisance and annoyance

- 4.3 You, occupants, visitors and pets must **not** cause a nuisance or annoyance to any other person living in, visiting or carrying out a lawful activity in the locality of your home.

#### **Examples of nuisance and annoyance include, but are not limited to:**

- Displaying threatening behaviour, verbal or racial abuse;
- Playing loud music;
- Shouting and slamming doors;
- Making excessive noise;
- Offensive drunkenness or drug abuse;
- Dogs barking and/or fouling;
- Rubbish dumping;
- Repairing vehicles (other than minor maintenance to your own vehicle);
- Parking an illegal or unroadworthy vehicle on the land around your home or on the road;
- Playing ball games close to someone's home;
- Not keeping pets under control; and
- Excessive bonfires.

You, occupants and visitors, must not cause a nuisance or annoyance in any place to any person employed, whether by us or not, in connection with our housing management functions and that directly or indirectly is related to or affects those functions.

## **Harassment**

- 4.4 Harassment is caused when you offend others or you interfere with their peace and comfort, on any occasion.

### **Examples of harassment include, but are not limited to:**

- Violence or threats of violence;
  - Abusive or insulting words or behaviour;
  - Damage or threats of damage to property belonging to another person;
  - Writing threatening, abusive or insulting graffiti; and
  - Racist behaviour including written or verbal abuse in any form including social media, e.g. Facebook.
- 4.5 You, occupants or visitors must not harass any person because of their race, colour, religion, disability, gender, sexual orientation, mental health, age or any other reason. This includes any employee of ours, contractors or other persons doing work for us.

## **Anti-social behaviour**

- 4.6 You, occupants or visitors must not behave anti-socially to any other person living in, visiting or carrying out a lawful activity in the locality of your home.

### **Examples of anti-social behaviour include but are not limited to:**

- Prostitution;
- Criminal activity in properties;
- Drug abuse or drug dealing;
- Alcohol abuse;
- Verbal abuse and offensive behaviour;
- Domestic abuse;
- Damaging property;
- Malicious telephone calls, or social media messages, texts;
- Graffiti;
- Throwing things off balconies or out of windows;
- Blocking communal areas; and
- Storing petrol, diesel, paraffin or vehicles powered by those fuels in shared areas.

## **Criminal activity**

- 4.7 You, occupants or visitors must not use your home or the area surrounding your home for any immoral or criminal purpose, this includes but is not limited to storing stolen goods and prostitution. You, members of your household or visitors to your home must not use, possess, cultivate, supply, buy, store or allow any one to use or sell any controlled drugs or other illegal substance in or from the property, or in the area around your home.
- 4.8 Controlled drugs include heroin, crack cocaine, cocaine, non-prescription methadone, mescaline, morphine, ecstasy, cannabis and any other illegal drugs.

4.9 If police officers or other agencies need to make a forced entry to your home as a result of criminal activity, we will recharge you the cost of repairing any damage in line with our Recharge Policy.

### **Domestic abuse**

4.10 You must not commit, cause or threaten any abuse (physical or mental) against a member of your household which would have the effect that the victim of the abuse would want to or does leave the home.

4.11 It is a breach of your Tenancy Agreement if:

- You are convicted of an offence involving abuse or a threat of abuse against a member of your household; or
- A Court Order has been made against you either to leave your home temporarily or permanently because of your conduct towards a member of your household.

### **What action can we take?**

4.12 We:

- Will investigate complaints of nuisance and annoyance, harassment, anti-social behaviour, criminal activity or domestic abuse;
- Can ask the Court for an order to repossess the home of any tenant if they, their occupants or visitors cause nuisance and annoyance, harassment, anti-social behaviour, criminal activity or domestic abuse;
- Can seek an injunction to protect you or any person making a complaint, from violence or a serious threat of violence;
- Can seek a legal order through the Courts which could result in imprisonment of the offender(s);
- May additionally ask an Environmental Health Officer to investigate any complaint of noise nuisance.

### **What action should you take?**

4.13 You can assist in any investigation by keeping records of any offensive behaviour. Records may have to be kept for a number of weeks before we can tell you if we will take any action.

4.14 You could assist us by providing witness statements and giving written permission for us to inspect records held by the Police of any complaints you have made.

4.15 You may be asked to appear as a witness if we decide to proceed to Court. If you do not agree to act as a witness, we may not have enough evidence to take the case to Court.

4.16 In addition to this you have separate legal rights as a private citizen. If we decide not to take the action you want, you can consult a solicitor or the Citizens Advice Bureau about taking your own legal action.

## 5 Living in your home

### Your responsibilities

- 5.1 We and you have a responsibility to help maintain a pleasant neighbourhood.
- 5.2 You, occupants or visitors must not damage, deface or put graffiti on any property owned by us. If you cause damage to any property owned by us you will be charged for the cost of repairing the damage or purchasing replacement items. You are responsible for paying for items that we charge you for in line with our Recharge Policy.
- 5.3 You, occupants or visitors must not interfere with or damage the security and safety equipment fitted to any of our properties or buildings. Entry doors must not be jammed open and strangers must not be let in without identification. Mobility scooters, buggies and other motorised vehicles must only be stored in designated areas. This applies to both tenants and their visitors who use such vehicles.
- 5.4 You must allow access to us or our contractors to respond to any community alarm at all times.
- 5.5 You, occupants or visitors must not smoke in any internal communal area and you must not smoke in your home when our employees are visiting your home.
- 5.6 You should not park or store caravans or trailers in parking bays or on estate roads. You must not park or store caravans and trailers within your boundary without written permission.
- 5.7 You must not allow the erection or use of any structures including a tent within your boundary for the purpose of you, your family or visitors to live in.
- 5.8 You must get our written permission to construct a driveway/hardstanding at your home. If you wish to make arrangements to construct a driveway/hardstanding at your home, you should also contact your County Council Highways Department regarding the crossover.
- 5.9 You, occupants or visitors must not run a business from your home without our written permission. You must also obtain any relevant permissions and consents from your local authority to run your business and comply with these and all their other requirements.
- 5.10 You must not allow your home to become overcrowded. (The maximum number of persons who may occupy your home is set out at the start of this Agreement).
- 5.11 If the local authority provides wheelie bins or other bins or containers, you must use these to get rid of household rubbish, including recycling, and you must make sure that you put them in an appropriate place on the day the waste is going to be collected.

- 5.12 You must make sure that you put your bin back in the storage area after the rubbish has been collected. You must not leave your bins on the road or pavement or where it would cause an obstruction or nuisance to other people. This also applies to waste collected in bags or other containers.
- 5.13 You must make proper arrangements to get rid of other items including unwanted furniture, and for special medical waste such as needles and syringes.
- 5.14 You, members of your household or visitors to your home, must not dump rubbish, household items, white goods (for example 'fridges and washing machines) or any other items on the shared parts, grassed areas, car parks, pavements or alleyways, or any other area nearby.
- 5.15 Where there is parking enforcement, the vehicle owner is responsible for displaying a valid parking permit. They must also pay any fines or charges as a result of failing to display a valid parking notice or any other notice issued in line with the parking enforcement on the scheme.

### **What action can we take?**

- 5.16 We may charge you for any cleaning, repairs or for replacement of any equipment damaged by you or anyone living with you or visiting you.
- 5.17 We will apply to the Courts for the possession of your home if you erect or store any item for which you do not have permission.
- 5.18 If you run a business from your home without our written permission we may apply to Court for possession of your home. If we give written permission and your business subsequently causes a nuisance then permission to run a business could be withdrawn.



## 6 Gardens

### Your responsibilities

- 6.1 You should ensure that your garden is kept tidy and clear of rubbish.
- 6.2 You should ensure that all trees, hedges, grassed areas and flowerbeds do not become overgrown.
- 6.3 You must maintain any trees in your garden. If you believe that a tree may be dead, diseased, dangerous or that the roots may be affecting underground services or foundations, you should contact us and we will arrange an inspection.
- 6.4 You must not plant any trees in your garden without written permission from us.
- 6.5 You must not use your garden area to store any flammable or hazardous material or unwanted items such as old washing machines, 'fridges, motor vehicles, car parts, furniture etc.
- 6.6 You are responsible for the maintenance of any shed, greenhouse, patio, decking, pond or other structure in your garden. You must get our written permission to erect a shed, greenhouse or other structure. Permission will usually be granted if the size and proposed location of the structure are reasonable.
- 6.7 We expect you to repair a boundary fence or maintain a hedge in your garden where they are your responsibility. We will be able to tell you if it is your responsibility.
- 6.8 You must get our written permission to remove a tree or hedge, as it may be in a protected or conservation area. You must also contact the relevant local authority for appropriate permission.
- 6.9 You must ensure that any part of the garden does not grow to interfere with the passage of light, wind and air to any energy efficiency system.

### What action can we take?

- 6.10 If you do not keep your garden tidy, free from rubbish and in a safe condition, we may apply to Court for possession of your home. Alternatively, we may clear it for you and recharge you for the cost of that work in line with our Recharge Policy.
- 6.11 You must allow any person with written authority from us to enter your garden to inspect it. You will be given a minimum of 24 hours notice of the visit and the appointment will be made during ordinary working hours.

## **What action can you take?**

6.12 If you are no longer able to maintain your garden, you could ask relatives or friends to assist you. You may also be able to obtain assistance from voluntary organisations. You should also notify us as we may be able to do this work for you (a small charge will be made) or you may be eligible to make an application to transfer to smaller, more manageable accommodation.

# 7 Pets

## Your responsibilities

- 7.1 You may keep two 'usual domestic pets' in your home, if it is a house, bungalow, flat or maisonette. You will need permission to keep more than this number. A usual domestic pet is considered to be a dog, cat, small caged animal or small caged bird. These rules do not apply to accommodation with a shared communal lounge where written permission to keep any domestic pet will be required. You may also keep any small amphibians or fish, provided they are kept in a purpose-designed container or tank within the property.
- 7.2 You will need our written permission to keep other animals or birds. Your request will be considered on an individual basis. Permission will generally not be granted to keep any wild or dangerous animal.
- 7.3 You must ensure compliance with the Conditions for Keeping Pet(s) which are:
- The animal(s) must be kept under proper control at all times;
  - The animal(s) must not cause a nuisance or danger to persons or other animals. Nuisance includes excessive or persistent noise caused by the animal(s). In some cases keeping a large number of animals in your home will cause a nuisance even if each animal is acting in a normal manner;
  - The animal(s) must not be permitted to cause damage to our property or communal areas; and
  - The animal(s) must not be permitted to foul in any communal areas. It is your duty to clean up after your pets.

## What action can we take?

- 7.4 If we receive a complaint about a breach of any of the "Conditions for Keeping Pet(s)" you will be warned by us that you must comply with the conditions. If we receive further complaints or if your pet(s) has attacked someone resulting in injury we may ask you to find an alternative home for the animal(s) within 28 days, revoke the permission to keep the animal(s), or apply to Court for possession of your home.

## 8 Passing on your home

### Your rights

- 8.1 You are not allowed to give control of your home to another person or share your home with another unless it complies with any of the criteria listed below.

#### Lodgers

- 8.2 You have the right to take in lodgers with our written permission and ask them to pay you for that accommodation, as long as this does not bring the number of people occupying your home to more than the maximum number at the start of this Agreement. A lodger is someone who takes a room in your home and pays you for it but they cannot exclude you from any part of the room. You are required to notify us in writing of the lodger's name, how much you are charging them and if you receive Housing Benefit (or any benefit that is substituted for it) you must also notify the relevant benefit department of the change in your circumstances.

#### Assignment and exchange

- 8.3 You have the right to assign, exchange or part with possession of your home but must only do this with our prior written consent, which, if given, may be subject to conditions.

#### Exchanging with another tenant

- 8.4 You have the right to exchange your home with another of our tenants, or a tenant with another registered provider or with a local authority.
- 8.5 You must obtain our written permission before any exchange can go ahead. Your request for permission must be made on an exchange application form.
- 8.6 We may only refuse permission on certain grounds, for example if your home will be too big or too small for the family you want to exchange with.
- 8.7 If you have Rent arrears or if you have not kept to the rules in this Tenancy Agreement, then we may give consent to exchange on condition that you pay your Rent or take some action to comply with this Tenancy Agreement, e.g. we can ask you to tidy your garden.

#### After relationship breakdown

- 8.8 If you get divorced, the Court has the power to order who the tenancy will be given to i.e. the husband, wife or civil partner. This applies irrespective of whether this is a joint or sole tenancy.
- 8.9 If you have been living together as man and wife, or civil partners but are not married, the Court also has power to order the transfer of the tenancy.
- 8.10 A copy of any Court Order will need to be sent to us before the transfer can take place.

## **Assigning (transferring) your tenancy**

- 8.11 You may wish to move somewhere else but do not want to leave your family without a home to live in. In some cases, you may be allowed to hand over your tenancy to a member of your family. This is called assigning your tenancy.
- 8.12 Assignment of your tenancy will only be permitted if the family member meets certain conditions which are set out in our Assignment Policy.
- 8.13 You will only be allowed to hand over your tenancy to a member of your family who has lived with you for the last 12 months and if you have not succeeded to the tenancy from someone else.

## **Transfers**

- 8.14 You can apply to move to another of our properties. To do this you will have to complete an application form in line with our Home Options Policy.

## **Succession**

- 8.15 Passing your tenancy to another upon death is called a “succession”. There can be only one succession of your tenancy (unless you transferred from Amber Valley Borough Council and have remained a continuous tenant of Futures Homescape Limited (formerly known as Amber Valley Housing Limited) since that transfer, in which case there can be two successions of your tenancy).
- 8.16 In the event of your death, your tenancy will pass to your husband, wife or civil partner, provided they lived with you before you died. If they are already a joint tenant, they will become a sole tenant.
- 8.17 Your unmarried or same sex partner living with you as your husband, wife or civil partner shall be treated as the tenant’s spouse or civil partner.
- 8.18 In some circumstances, at our discretion, we may permit another member of your family to become the tenant, if they meet certain conditions which are set out in our Succession Policy. If we do permit a succession to another family member and your home is not suitable for this member of your family either because of size e.g. too large, or type then we may offer that person alternative accommodation.
- 8.19 A person who succeeds to the tenancy will become an assured tenant with all the rights in this Tenancy Agreement except the rights set out in clauses 8.15 to 8.18.
- 8.20 You will not be able to succeed if: -
- 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 and you were a successor under your previous tenancy.
- 8.21 All claims to the tenancy must be made to us in writing by the claimant within six months of your death.

8.22 Persons who do not have the right to succeed will not be assured tenants even if they continue to live in the property.

### **Your responsibilities**

8.23 It is your responsibility to provide proof of any change to your name, for example a marriage certificate or deed poll, if you wish the name shown on your tenancy to be amended.

8.24 If you intend to be away from your home for a lengthy period, for example, more than four weeks at a time you should get our written permission first. To get written permission you must have made arrangements for payment of the Rent in your absence, ensure that a friend or relative is able to look after the home while you are away and have advised of the intended date of your return. If you do not advise us that you are going to be away, you may lose your rights under this Agreement.

8.25 You are not allowed to give your home to someone else. This means that you cannot move out and allow someone else to live in your home.

### **What action can we take?**

#### **Sub-letting**

8.26 If you sub-let part of your home without permission, we may apply to Court for possession of your home.

8.27 If you sub-let the whole of your home, you will lose your rights under this Agreement and we may apply to Court for possession of your home.

#### **Succession**

8.28 Where there can be no succession, we are required by law to serve a Notice to Quit on persons responsible for dealing with your property after death (these are called your Executors or Administrators).

8.29 If more than one member of your family living at the property wants to take on the tenancy, we can decide who, if anyone, is to take the tenancy. We will consider any requests that you may have put in your Will or in writing.

8.30 If you have succeeded to this tenancy and we decide that your home is too large for your needs, you will be offered an alternative home which is more suitable. If you refuse to move to an alternative home we may apply to Court for possession of your home but we will take into account all the circumstances of your case before deciding to do this.

#### **Exchanging with another tenant**

8.31 If you have exchanged homes with another person and do not have our written permission we may apply to Court for possession of the property.

8.32 If you offer or accept any money or other financial incentive from another tenant to exchange your home, we may apply to Court for possession of the property.

**Assigning your tenancy**

8.33 If you assign your tenancy to someone who is not eligible to become the new tenant, that person will not be our assured tenant and we may apply to Court for possession of the property.

## 9 Ending your tenancy

### Your rights

9.1 You have the right to end your tenancy at any time.

### Your responsibilities

9.2 If you want to end your tenancy, you must give 4 weeks notice in writing to us. The notice must end on a Sunday and all keys must be returned to us by 12 noon the following Monday with a forwarding address for you.

9.3 If the keys are not returned to us we will take the appropriate action to end the tenancy and to remove anyone remaining in the property. Any costs incurred as part of this process will be recharged to you and Rent will be payable by you up to when you return the keys to us or we have legally ended this tenancy.

9.4 You must not leave anyone else in your home when you move out.

9.5 If you leave your home without telling us that you wish to end your tenancy, you will be responsible for the full Rent due each week until the legal date the tenancy ends.

9.6 If you are joint tenants, you are both liable for all the Rent and other responsibilities of the tenancy. If one of you moves out without giving notice to us, whoever moves out will still remain liable for the Rent and other responsibilities of the tenancy along with the other joint tenant until they have given notice to us.

9.7 You must leave your home including the loft, garden and outbuildings in a clean and tidy condition, empty of furniture, clothes, carpets and other personal effects. The structure of the property and any fixtures and fittings, e.g. light fittings and kitchen units, must be left in a reasonable condition. We will hold you responsible for any damage to the structure or fixtures and fittings, which is a result of damage caused on purpose or by neglect.

9.8 If you remove any fittings which belong to you, you are responsible for making good any damage caused, for example to the plasterwork except for any repairs required to any energy efficiency system. You must replace any items that you have removed with goods of a reasonable quality.

9.9 You must allow access by appointment to prospective tenants and our staff to view your home within the final four weeks of your tenancy.

### What action can you take?

9.10 If you want to end your tenancy we can provide you with a standard notice and help you to complete it. If you are joint tenants either one of you can end the whole tenancy by serving a notice. We will decide if the other person is allowed to stay in your home. You should discuss this with us.



9.11 If you die, your tenancy can be ended by a legally recognised personal representative (an Executor or Administrator) signing a termination notice.

### **What action will we take?**

9.12 We will arrange to inspect your home when you serve notice ending your tenancy. If any repairs are required to the structure, fixtures or fittings, which are the result of damage caused on purpose or by neglect, you may be held liable for the cost of these repairs in line with our Recharge Policy.

9.13 You are expected to leave your home completely empty except where you have written approval from us. Any agreed items left in your home must be in excellent condition. If you leave any personal items and belongings at the property after returning the keys to us without our written approval then the following will apply:

- If the items are broken or are no longer of use, we will dispose of them;
- We will get rid of all perishable items (including the contents of your 'fridge or 'freezer);
- We may sell or dispose of items left in the property after we have attempted to give you reasonable notice. Our reasonable costs will be payable by you. Any money collected from any sale of the items will be first credited against the costs of storage and sale, and second against your Rent account;
- If you want to leave items in the property after you have left, you can give us permission in writing to get rid of them; and
- We may charge you for the cost of removing, storing or getting rid of any items left in the property, or cleaning of the property.

# 10 How we can end your tenancy

10.1 We give details in this Tenancy Agreement about circumstances under which we can end your tenancy. We can end your tenancy:

- If you and we agree to bring the Agreement to an end;
- If it stops being an assured tenancy. There are only a few circumstances where this could happen. For example, if you stop living in your home as your only or main home. If your tenancy does stop being an assured tenancy, we may end your tenancy by giving you four weeks notice in writing;
- If you die, and there can be no succession, we will serve a Notice to Quit on persons legally responsible for dealing with your property after death (these are called your personal representatives, Executors or Administrators). The tenancy will end when the Notice to Quit expires;
- By getting a Court Order against you for possession of your home on grounds which come from Schedule 2 of the Housing Act 1988, as amended by the Housing Act 1996 (or from any subsequent legislation). If we intend to get a Court Order against you we will give you the notice as required by the grounds set out in Schedule 2.

10.2 Schedule 2 of the Housing Act 1988 sets out grounds for possession of dwelling houses let on assured tenancies, which includes the following grounds as summarised below:-

**Demolition or reconstruction** – we intend to demolish or reconstruct the whole or a substantial part of your home, part of the building which your home is in and we need your home empty to carry out the work. Various conditions must be satisfied (Ground 6).

**Getting the Agreement under a Will or intestacy** – after the death of a former tenant if the tenancy passes under a Will or intestacy, we can begin possession proceedings within 12 months from the date of your death or the date on which a Court decides we became aware of it (Ground 7).

**Rent:-**

- At the date of the notice and at the date of the hearing at least 8 weeks' Rent is unpaid (Ground 8);
- You have not paid the Rent which is due (Ground 10); or
- You have persistently delayed paying the Rent which is due (Ground 11).

**Alternative accommodation** – suitable alternative accommodation is available for you or will be available for you when the order for possession takes effect (Ground 9).

**Breaching the terms of your Agreement** – any one or more of the terms in this Agreement (other than payment of Rent) has been broken or not kept (Ground 12).

**Damage to your home** – you or anyone living in your home has caused the condition of your home or any common areas which you can use under this Agreement to deteriorate. If the damage or failure is caused by someone who

lives with you or your sub-tenant and you have not taken reasonable steps to get them to leave (Ground 13).

**Anti-Social Behaviour** – there are several grounds available.

**Nuisance** – you or anyone living in or visiting your home has been guilty of conduct causing or likely to cause a nuisance or annoyance to:

- anyone living, visiting or carrying out a lawful activity in the locality or
- a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, which directly or indirectly is related to or affects those housing management functions, or
- has been convicted of using your home for immoral or illegal purposes or of an indictable offence carried out at or in the locality of your home (Ground 14).

**Riot related offences** – you or anyone living with you has been convicted of a criminal offence which took place during and at the scene of a riot anywhere in the UK (Ground 14ZA).

**Mandatory Anti-Social Behaviour Ground**– if any one of the following 5 conditions is met, we do not also have to prove to the court that it is reasonable for a possession order to be made (Ground 7A):

- **Condition 1** – you or a person living with you, or visiting you, has been convicted of a serious offence as listed in Schedule 2A Housing Act 1985.
- **Condition 2** – you or a person living with you, or visiting you, has been found by a Court to have breached a provision of an injunction made under Section 1 Anti-Social Behaviour, Crime and Policing Act 2014.
- **Condition 3** – you, or a person residing with you or visiting you has been convicted of an offence under Section 30 Anti-Social Behaviour, Crime and Policing Act 2014 for breach of a provision of a Criminal Behaviour Order.
- **Condition 4** – your property has been, or is subject to, a Closure Order under Section 80 Anti-Social Behaviour Crime and Policing Act 2014 and access has been prohibited for a continuous period of more than 48 hours.
- **Condition 5** – you, or a person residing with you or visiting you, has been convicted of an offence under Section 80(4) or Section 82(8) of the Environmental Protection Act 1990 in relation to statutory nuisance.

**Domestic violence** – your home was occupied by you and your partner and one of you has left because of violence or threats of violence made by the other partner to him/her (or a member of his/her family who was living in your home before they left) and the Court is satisfied that they are unlikely to return (Ground 14A).

**Damaged furniture** – you or anyone living in your home has ill treated any furniture provided under this Agreement causing it to deteriorate and in the case of ill treatment by a lodger or sub-tenant you have not taken reasonable steps to get them to leave (Ground 15).

**Ex employees** – where the Agreement was granted to you because you were employed by us and you stopped being employed by us (Ground 16).

**False statements** – we were persuaded to grant you the Agreement as a result of a false statement made knowingly or recklessly by you or someone you encouraged to do so (Ground 17).

The above is just a summary of the grounds for possession – it is not intended to limit any of the grounds for possession set out in the legislation, and the full wording of the legislation (as varied from time to time) applies.

10.3 We will not use Grounds 1 to 5.

# 11 Information, consultation and your right to buy/right to acquire

## Your rights

### Information

11.1 You have the right to be provided with information about your assured tenancy. This Agreement and the Tenants Handbook will provide you with information about the express terms of your assured tenancy. If you need any further information you can speak to us or obtain leaflets from our offices.

### Right to Acquire

11.2 You have the right to acquire your home under the Housing Act 1996, unless you live in sheltered housing or other housing excluded from this legislation or are otherwise excluded under the law.

### Right to Buy

11.3 You (or your successor to this Tenancy under 8.15, 8.16, 8.17, 8.18 to this Agreement) have the Preserved Right to Buy your home under the Housing Act 1985 and the Housing (Preserved Right to Buy) Regulations 1993 (as amended) if you were a tenant of Amber Valley Borough Council immediately before you become our tenant and have remained our continuous tenant since transfer; and your home is not sheltered housing or other housing excluded under the legislation.

### Data Protection

11.4 On signing the Tenancy Agreement you consent to the processing and sharing of your personal information where there is a legal obligation to do so or in the course of delivering a service to you:

11.4.1 We will disclose personal information which we hold and process as a data controller (this is a person who makes sure we comply with the law) in accordance with your legal rights under the Data Protection Act 1998. This may involve disclosure of information about you, or other people living with you or anyone else to other members of our Group. This may not apply to third party personal information of which you are the focus, if it is deemed in doing so we as the data controller are in breach of a duty of confidence to the third party.

11.4.2 We may share information about you or other people living with you or anyone else without your permission if:

- It is in the public interest to do so, such as to prevent and detect crime, taxation fraud or when considering whether to take legal action;
- It is in connection with police investigations;
- It is in connection with investigations of benefit fraud;
- It would put a child at risk if we did not do so; or
- A Court orders us to release information.

11.4.3 We will also in the course of duties as a data controller share information with:

- Utility companies if there is a legitimate interest to make sure service charges are passed on to those responsible for their collection;
- Tracing agents and debt collection companies where you leave your property without paying your Rent or other debts e.g. recharges, and where a valid Court Order is not in place to enable us as the data controller to seek recovery of the debt;
- Contractors and agents where we have a duty to carry out a repair and/or service. We may provide personal information relating to contact details, potential risks and/or any information in relation to special needs to enable a tailored service or due to health and safety obligations imposed by law on the data controller;
- Police, fire service, local authorities and other public bodies in accordance with agreed sharing protocols.

11.4.4 We have a Data Protection Policy and Procedure in place which states there is a nominal fee to be paid when requesting personal information.

11.4.5 We will allow you to have reasonable access to personal information we hold about you upon your request and to correct information we hold and process on your behalf or in the course of delivering a service and/or log your disagreement with the information.

11.4.6 We will take reasonable steps to protect personal information we collect from you and we will keep your personal information safe and secure.

### **Local tenant and residents groups**

11.5 You have the right to start or join a local tenants or residents group. Ask us for information about groups in your area or about how to start one.

11.6 We welcome involvement in decisions and management by tenants and encourage tenant training, development and participation.

### **Consultation**

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

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

11.9 Other than changes to the Rent or Services we can only change the terms of the tenancy with your consent.

11.10 We operate a formal complaints procedure and must deal with your complaints efficiently and effectively. You can make a complaint by telephone, email, in writing or in person through any employee who will be able to tell you what you have to do to make a formal complaint. Our complaints procedure will follow the guidance laid down by the regulator for social housing. If you are still not satisfied after following our complaints procedure you can refer the matter to the Housing Ombudsman Service, address details provided on request.

## 12 Jargon buster

<b>Administrator (of your estate)</b>	A person who is authorised by the Probate Office to deal with your affairs after your death.
<b>Agreement</b>	The contract between you and your landlord.
<b>Assignment</b>	A transfer of your rights, interest and any benefit of the property to another person.
<b>Assured tenancy</b>	This is the type of agreement you have. It means you are assured of certain rights, some of which are given to you by law and some are given to you in your Tenancy Agreement.
<b>Arrears</b>	Money unpaid by you in whole or in part after the due date specified in the Tenancy Agreement.
<b>the Building</b>	The building which the property forms part of, including entrance lobbies, access balconies, lifts, access staircases and rubbish chutes of the building and the scheme.
<b>Civil partner</b>	Someone who has an official relationship with another person of the same sex, so that he or she has the same rights in law as a husband or wife in a marriage.
<b>Conditions</b>	These are specific rules applying to certain things, e.g. there are conditions for keeping pets.
<b>Conditions of tenancy</b>	These are the rules, set out in your Tenancy Agreement, that tell you what you can and cannot do and what your landlord can and cannot do.
<b>Designated area</b>	An area that has been set aside for a specific purpose, e.g. a shed or part of a communal area set aside for the storage of buggies, mobility scooters etc.
<b>Energy efficiency system</b>	Any: <ul style="list-style-type: none"> <li>• low carbon generator equipment including solar photovoltaic equipment, wind, hydro, anaerobic digestion and combined heat and</li> </ul>

	<p>power (CHP) technology; and</p> <ul style="list-style-type: none"> <li>renewable heat technology equipment of fuel source, including ground-source heat pumps, solar thermal, biomass boilers, renewable combined heat and power, biogas, bio liquids and the injection of biomethane into the grid, together with:</li> <li>any invertors, meters, monitoring equipment, cabling and other associated media and works; and</li> <li>any addition or replacement,</li> </ul> <p>that we or a third party with our permission, may install.</p>
<b>Executor</b>	A person who is named in your Will to deal with your affairs after your death.
<b>Fixtures and fittings</b>	Items in your property that are part of your tenancy, e.g. kitchen units, light fittings.
<b>Former tenant debt</b>	A debt from a previous tenancy with us. This might be Rent arrears or an unpaid recharge for repairs to damage caused by you.
<b>Futures Housing Group</b>	Futures Housing Group is the trading name of Futures Homescape Limited.
<b>the Grid</b>	The distribution system for electricity and/or gas in England as operated by persons licensed by Ofgem.
<b>Grounds for possession</b>	The reasons for applying to the Courts for repossession of a property (set out in Schedule 2 to the Housing Act 1988, as amended).
<b>Jointly and severally liable</b>	If you are a joint tenant, both of you, or all of you are jointly liable for any arrears or other charges or conditions of tenancy. You are also separately liable, which means for example that action could be taken just against one of you for all the arrears.
<b>Maintenance repair</b>	To fix and maintain parts of your home that we are responsible for.



<b>Major repair</b>	Programmed improvement works to renew fixtures and fittings i.e. kitchen, bathroom, full rewire, damp proof course etc.
<b>Mutual Exchange</b>	Swapping your property with another tenant.
<b>Personal representatives</b>	Person(s) (often a relative) who is legally entitled to represent you after your death because they are named as Executor in your Will, or because they have been appointed as an Administrator of your Estate by the Probate Registry.
<b>Possession of your home</b>	This is legal action we take in order to end your tenancy.
<b>Renewable benefit payment</b>	<ul style="list-style-type: none"> <li>• 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);</li> <li>• Any payments arising as a result of supplies of electricity and exports of electricity to the grid from the energy efficiency system; and</li> <li>• Any revenue generated in relation to the energy efficiency system.</li> </ul>
<b>Retail Price Index (RPI)</b>	This is the measure of inflation published monthly by the Office for National Statistics, measuring the change in the cost of a basket of retail goods and services.
<b>Sub-letting</b>	Renting out your property to another person or persons.
<b>Succession</b>	Passing your tenancy to another person on your death.
<b>Statutory (legal) obligations</b>	Requirements and obligations placed on landlords and/or their agents by Acts of Parliament – i.e. Law of the Land.
<b>Termination</b>	The ending of a tenancy.