

Farrell House, Arlington Way,
DurhamGate, Spennymoor,
Co. Durham DL16 6NL

 livin.co.uk

 contactus@Livin.co.uk

 0800 587 4538

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Livin

Assured shorthold
tenancy agreement
Starter tenancy

Livin

SAMPLE

Assured shorthold tenancy agreement

This tenancy agreement is between:

Our name and address Livin Housing Limited ('we' 'us' or 'our') of Farrell House, Arlington Way, DurhamGate, Spennymoor, Co. Durham, DL16 6NL

We are registered with the regulator of social housing under the Housing and Regeneration Act 2008 and we are a charitable registered society under the Co-operative and Community Benefit Societies Act 2014

Name of Tenant/s

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

Address

in respect of _____

_____ ('your home')

Description of your home which comprises

- Private Garden
- Garden
- Other (Please State)

Charitable status

The home that is the subject of this tenancy is held by an exempt charity.

Payments for your home

The weekly payments for your home at the start of this tenancy are:
(i) rent of £ _____

Payments for former arrears

The weekly payments for former arrears are: £ _____

Other service charges You will receive the services below where completed:

1 _____	£ _____
2 _____	£ _____
3 _____	£ _____
4 _____	£ _____

Water and sewerage service charge £ _____

Total weekly payment £ _____

Initial period If this tenancy starts on a day other than a Monday, the portion of the total weekly payment due from you from the start of this tenancy up to and including the first Sunday of this tenancy is £ _____

The tenancy This tenancy begins on _____ (the tenancy start date) and ends on the first Sunday. Your tenancy then renews each week on a Monday. It is an assured shorthold tenancy within the meaning of section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) the terms of which are set out in this tenancy agreement.

Tenancy Conversion
 As from the first anniversary of the Tenancy Start Date we may serve a conversion notice on you telling you that this tenancy is to be regarded as an assured (non-shorthold) tenancy. We will normally serve the conversion notice on you, unless before the first anniversary of the Tenancy Start Date:

- We have started proceedings for possession against you for possession of the property, or
- We have served a notice under Section 21(4) of the Housing Act 1988 that we require possession and we issue proceedings for possession within 6 months of the date specified in that notice
- We have served an extension notice on you, extending your probation period for a further period of six months.

If we do serve a conversion notice on you, you will receive additional rights effective from that date which are set out in this agreement. The other terms and conditions of this agreement will remain the same.

This Agreement is intended to create an assured shorthold tenancy agreement as defined in Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) and the provisions for recovery of possession by us in Section 21 of the Housing Act 1988 apply accordingly. This condition no longer applies if and when we serve a conversion notice and the agreement converts to an assured (non-shorthold) tenancy agreement.

Signatories

Signed on behalf of the landlord _____

I/we have been given an opportunity to read the terms and conditions of this tenancy agreement.

I/we understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.

Signed by the Tenant/s

Other Household Occupants

Household Member 1 _____
Household Member 2 _____
Household Member 3 _____
Household Member 4 _____
Household Member 5 _____
Household Member 6 _____
Household Member 7 _____
Household Member 8 _____
Household Member 9 _____
Household Member 10 _____

The tenant must not allow any other adults to live at the property without the written consent of the Landlord, which must not be unreasonably withheld or delayed.

If this is a joint tenancy, each Tenant should sign.

Date _____

We are subject to any guidance on housing management practice issued by the regulator of social housing with the approval of the Secretary of State and this tenancy is one to which that guidance applies.

Equality and Diversity

We want Livin to be a organisation where no-one experiences discrimination or disadvantage because of race, nationality, ethnic or national origin, religion or belief, gender, marital status, sexuality, disability, age or any other unjustifiable reason.

We want all our staff and customers to feel safe from harassment and to be able to access high quality services designed to respond to their individual diverse needs.

We are determined to meet our legal duties relating to equality and are committed to reducing disadvantage, discrimination and inequality of opportunity. However, beyond these our aim is to make Livin a landlord which treats everyone as an equal citizen, in the light of their different needs and where the diversity of our community is recognised, supported and valued. To do this we have set in place a planning, monitoring and review structure to address the equality and diversity agenda, channelled through our Equality Policy.

Data Protection Privacy Notice

Fair processing

In accordance with relevant data protection legislation, Livin is committed to protecting your rights and privacy when you use our services. Livin Housing Limited is registered as a data controller with the Information Commissioner's Office.

What information do we collect about you and why?

To provide you with the service you require, we need to collect, store and use your personal information.

We will hold information about you such as

- Name, postal address and contact information including email address
- Personal and household information, including that relating to rent payments and repairs
- Information relevant to customer surveys and/or offers
- Communications with you, which may include copies of emails and letters and recordings of telephone calls

We may also hold sensitive personal information relating to your health, special needs or alleged or actual criminal offences, if relevant.

When you provide us with information, you will be told what we will use it for and who we will share it with. We may also receive personal information about you from local authorities, benefits authorities and government bodies, including information about applicants for housing from Durham Key Options.

What do we do with your information?

Your information will be shared with our own staff and with our subcontractors, to the extent that is necessary for the staff member or subcontractor to provide you with the service you require or for other closely related purposes. These will include:

- To manage your tenancy, assess your compliance with your tenancy agreement and manage and maintain your Livin property
- To contact you about a submission you have made to the website
- To analyse and improve our services
- For other legitimate business purposes
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address you have provided
- From time to time, we may also use your information to contact you for market research purposes, e.g. to obtain feedback about the service you have received.

You may opt out of receiving marketing and other information, such as surveys from us or our partners, at any time by contacting us.

How long will we keep your information?

We will keep your information for as long as necessary to provide the relevant service and in accordance with our retention and disposal guidelines. We normally retain data for seven years after the end of a tenancy and will retain some basic information (including name and length of tenancy) indefinitely.

How can you find out what information we hold about you?

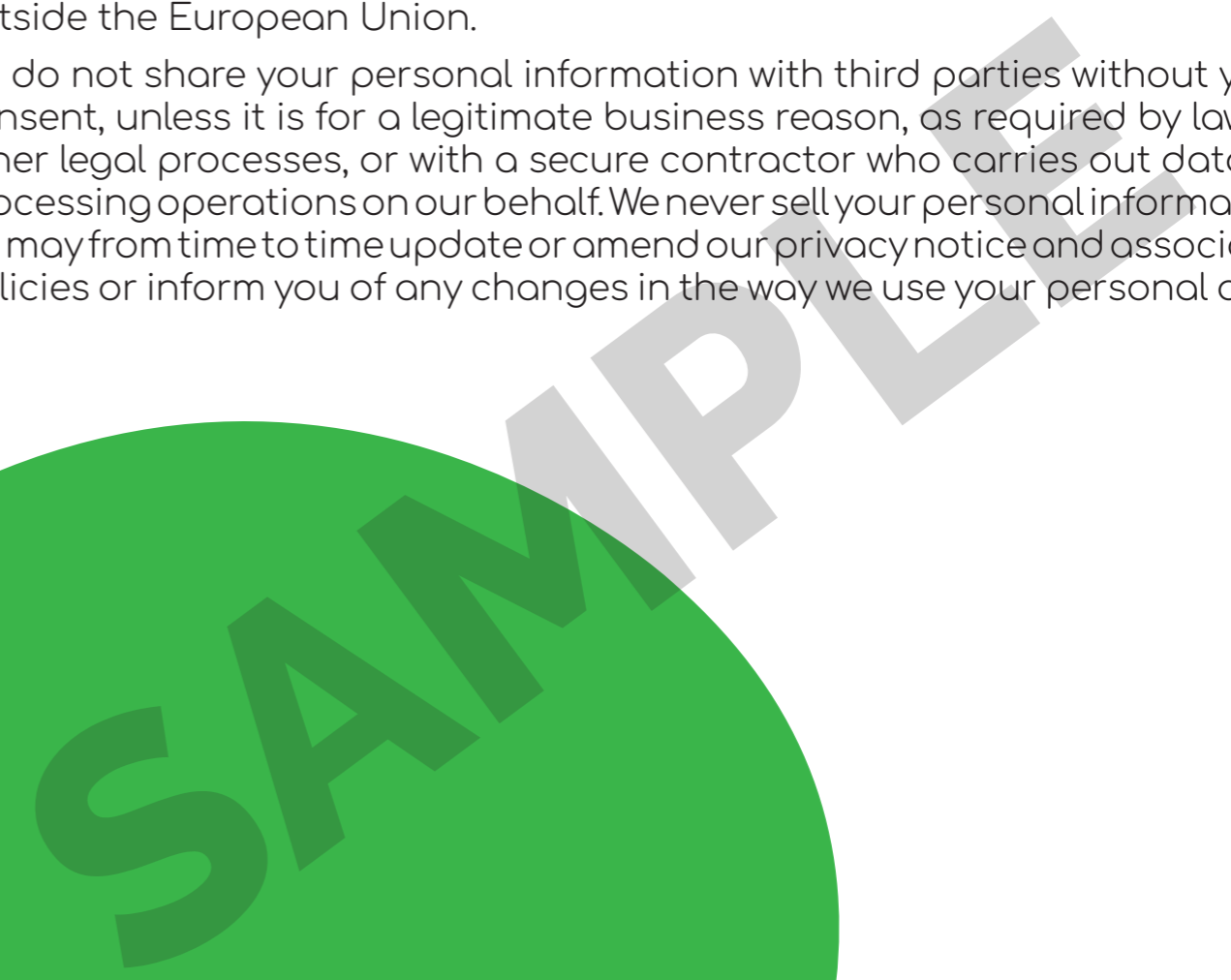
Under data protection legislation you have a right of access to personal data held on you, subject to certain legal restrictions. This is called a subject access request. If you want to see the information we hold on you or wish to request a copy, please contact the customer service centre on contactus@lavin.co.uk.

If you identify that we are holding information about you that is wrong, you should tell us and we may correct it or put a note on the file.

Who will your information be shared with?

We may share your personal information with other agencies or organisations where appropriate. Such as, but not limited to: subcontractors, government agencies and departments, police, local authorities, social services, managing agents, contractors (including our market research contractor), utility companies, commissioners, tracing agents and debt collection companies, credit reference agencies and with other bodies for the prevention and detection of fraud. When we share information, we do our best to ensure it is kept secure and used properly. We will not transfer your personal information outside the European Union.

We do not share your personal information with third parties without your consent, unless it is for a legitimate business reason, as required by law or other legal processes, or with a secure contractor who carries out data processing operations on our behalf. We never sell your personal information. We may from time to time update or amend our privacy notice and associated policies or inform you of any changes in the way we use your personal data.





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Condition 1 - Definitions

1.0 Definitions

Animal – includes bird, insect, reptile, spider, fish or mammal.

Anti-social behaviour – An act or failure to do something that causes or is likely to cause nuisance, annoyance, harassment, alarm or distress to anyone.

Assignment – where a tenancy is legally transferred from the original tenant to another person and the original tenant ‘drops out’. The rights and responsibilities of the tenancy move across to apply to the new tenant rather than the original tenant. See condition 7.1.2.

Communal areas – the parts of the building which all tenants or any other person can use, for example, halls, stairways, entrances, landings, communal gardens, lawns and landscaped areas.

Demotion of tenancy – demotion of a full assured tenancy following a Court Order as a result of anti-social behaviour with loss of rights including Right to Acquire and Right to Exchange.

Exchange – to swap the tenancy with another person.

Fixtures and fittings – for example kitchen units and appliances, sanitary ware, plumbing and shower and heating systems, electrical circuits, sockets, switches, lamp holders, doors, locks, glazing, fitted wardrobes and shelves, fires and surrounds, aerials, sheds, conservatories and garages.

Garden – can include lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards.

Improvement – any alteration or addition to your home.

Landlord – A reference in this agreement to the landlord includes a reference to the person who is entitled to the immediate reversion to the Tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Tenancy.

Lodger – a person who pays you money to let them live in your home with you.

Neighbour – includes everyone living in the local area, including other tenants, people who own their own homes and local businesses.

Partner – husband, wife, partners who live as husband and wife, or partners in a same sex relationship.

Regulator of social housing – the Homes and Communities Agency or any successor body

Relative – parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative and adopted child.

Rent – payment made by a tenant for occupation of the property.

Sublet – giving another person the exclusive right to live in part of your home.

Condition 2 - Introduction

2.1 Introduction

Sheltered accommodation—housing which is purpose built or converted exclusively for rent to elderly people with a package of estate management services and which consists of grouped, self-contained accommodation with an emergency alarm system, usually with communal facilities.

Vehicle – this includes, for example, car, motorbike, bike, moped, boat, caravan, van, minibike, trailer, mobility scooter.

Visitor—people not living with you but who come to see you at your home.

Written permission – a letter from us giving you the permission to do something.

2.1.1

This agreement is the document you sign when you become a tenant and is a legally binding contract between us recording information such as your name, the date you become our tenant and the initial rent.

2.1.2

It describes your rights and responsibilities as the tenant and the rights and responsibilities of us as your landlord. You must read this agreement in full before you sign. Further information is provided in the Livin home guide (available at homeguide.livin.co.uk), although please note that the Livin home guide does not form part of these tenancy terms.

2.1.3

If this is a joint tenancy each joint tenant must comply with the obligations under this agreement and is responsible for the acts and conduct of all other joint tenants, members of their household or visitors to your home.

2.1.4

You can keep your home for as long as you want unless there is a legal reason why we can take it back. We can only take back your home with the approval of the court.

2.1.5

If we take enforcement action against you due to anti-social behaviour, non-payment of rent or any other reason, this could lead not only to the loss of your home but may also make you ineligible to obtain accommodation from us in the future, even if you become homeless.

2.1.6

We may seek to recover possession of your home if you have obtained your tenancy by providing misleading information.

2.1.7

Except for any changes in rent or service charges or services, this tenancy agreement may be altered only with the written consent of both you and us.

2.1.8

A reference in this document to any Act of Parliament, or to any order, regulation, statutory instrument or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.

Condition 3 - Your Rights

3.1 Right to occupy

3.1.1

You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligation contained in this tenancy agreement to give access to our employees or contractors).

3.1.2

Your right to occupy your home is at risk if you do not comply with the terms of this tenancy agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

3.2 Succession

3.2.1

If you die, certain people, who are specified in condition 3.2.1, may succeed to this tenancy. This condition 3.2 will not apply if you have already succeeded to this tenancy (either under condition 3.2 in this tenancy or similar succession conditions in a previous tenancy which we granted). We will normally only allow one succession. We may allow further successions, at our discretion. If this tenancy is an assured shorthold tenancy, then the succession will be to the same tenancy type. In certain circumstances, if the property is larger than the needs of the successor or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled, the successor will be offered suitable alternative accommodation.

People entitled to succeed to this tenancy;

(a) If you are a joint tenant and you die then the tenancy may continue in the name of the remaining tenant.

(b) If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home at the time of your death.

(c) If you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, the tenancy may pass to a member of your family who lived with you in your home (as their principal or only home) for at least twelve months prior to your death. A person is a member of your family if they are your parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative or adopted child. If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim to us in writing within 3 months of your death and we will decide to whom we will offer the tenancy. We will advise who the successful claimant was to everyone who makes such a claim.

3.2.2 Special succession rights

If inheritance rules do not allow someone who qualifies under condition 3.2.1c above to take over this tenancy, we may use Ground 7 to end this tenancy agreement and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent, service charge, water and sewerage charge and other charges and succession.

3.3 Right to take in lodgers and sub-let part of your home

3.3.1

You may not take in any persons as lodgers unless and until this tenancy has converted to an assured (non-shorthold) tenancy or unless you have our prior written consent as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home.

3.3.2

As long as you first get our written consent, you may sublet part of your home. We may give consent subject to reasonable conditions. We will not consider giving consent until the

tenancy has converted to an assured (non-shorthold) tenancy. You must not grant a sub-tenancy of the whole of your home.

3.4 Right to make improvements

You do not have the right to improve your home unless and until this tenancy has converted to an assured (non-shorthold) tenancy. After that time you may make improvements, alterations and additions to your home. These could include putting up a television aerial or satellite dish, external decoration, additions or alterations to our installations, fixtures and fittings, conservatories, garages, outbuildings, sheds, greenhouses, garden ponds, walls, fences, surveillance equipment, driveways or car hard standings. There is no charge for seeking this permission.

We will not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

3.5 Compensation for improvements

You do not have the right to claim compensation for improvements unless and until this tenancy has converted to an assured (non-shorthold) tenancy. After

that time you have the right to claim compensation for certain improvements which you have made to your home after a certain date. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

3.6 Right to consultation

We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your tenancy.

3.7 Right to information

3.7.1

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

3.7.2

We will provide you with information on our housing management policies as required by the guidance issued by the regulator of social housing under the provisions of Section 193 of the Housing and Regeneration Act 2008.

3.7.3

You have a right to see the information we keep on file about you or your home if you ask to see it. Information will be made available

Condition 4 - Our Responsibilities

4.1 Possession

at reasonable times and reasonable charges may be made for copies. The information you are able to see will be subject to data protection rules so for example you will not be able to see information we receive from others in confidence.

3.8 Right to exchange

3.8.1

You do not have the right to exchange this tenancy by way of assignment or surrender and re-grant unless and until this tenancy has converted to an assured (non-shorthold) tenancy. After that time you have the right to exchange this tenancy with that of another qualifying assured periodic or secure tenant of a registered housing association or a local authority subject to first getting our written consent. We will not unreasonably withhold such consent.

3.8.2

You must not charge any premium in relation to an exchange of this tenancy.

3.9 Right to acquire

As long as you qualify under the legislation, you have the right to acquire your home under the Housing and Regeneration Act 2008, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you will not be able to exercise that right.

We will give you possession of your home at the start of the tenancy and will not interrupt or interfere with your right peacefully to occupy your home except where:

4.1.1

access is required subject to reasonable notice in accordance with clauses 5.5 and 9.1; or

4.1.2

we are entitled to possession at the end of the tenancy.

4.2 Insurance

We will insure the structure (but not the contents) of your home.

4.3 Repair of structure and exterior

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

4.3.1

drains, gutters and external pipes;

4.3.2

the roof;

4.3.3

outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;

4.3.4

internal walls, floors and ceilings, door frames and skirting boards but not including internal painting and decoration;

4.3.5

chimneys, chimney stacks and flues but not including sweeping;

4.3.6

pathways, steps or other means of access;

4.3.7

plasterwork;

4.3.8

integral garages and stores;

4.3.9

boundary walls and fences.

4.4 Repair of installations

We will keep in repair and proper working order any installation provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:

4.4.1

basins, sinks, baths, toilets, showers installed by us (or the Council), flushing systems and water pipes;

4.4.2

electric wiring including sockets and switches, gas pipes and water pipes;

4.4.3

water heaters, fireplaces, fitted fires and central heating installations.

4.5 Repair of communal areas

We will take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other communal

areas, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to your home.

4.6 Moving home for repairs

If we intend to repair, improve or develop your home you may, if necessary, be moved to alternative accommodation either temporarily or permanently. We will offer suitable alternative accommodation. You will be consulted about any proposal which will involve you having to move to another home.

4.7 Complaints

4.7.1

We will establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of the regulator of social housing as laid down from time to time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes.

4.7.2

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman through the appropriate channels.

Condition 5 - Repairs and Maintenance—Your Responsibilities

5.1 Decoration

5.1.1

You must keep the interior of your home in good and clean condition and to decorate all internal parts of your home as often as is necessary to keep them in good decorative order.

5.1.2

You must not decorate the outside of your home unless we have first given you our written consent. There is no charge for seeking this consent.

5.2 Gas and Electrical works

You must obtain our written consent before you carry out any gas or electrical work at your home. There is no charge for seeking this consent. Any gas or electrical work must be carried out by a qualified and competent contractor and may be inspected by us.

5.3 Damage

5.3.1

You must make good any damage to your home or our fixtures and fittings or to the communal areas caused by you or any member of your household or any visitor to your home, fair wear and tear excepted, and you must pay any reasonable costs reasonably incurred by us in carrying out such works in default.

5.3.2

You are responsible for plumbing in washing machines and dishwashers and must repair any damage caused to our pipe work.

5.3.3

You are responsible for the cost of any repairs required following entry by the police to detect or prevent crime.

5.4 Reporting disrepair

5.4.1

You should report to us promptly any disrepair or defect for which we are responsible in your home or the communal areas.

5.4.2

If arrangements have been made for us to come to your home to carry out a repair you should keep the appointment. If due to unexpected circumstances you cannot keep the appointment then you must advise us at the earliest opportunity, so that alternative arrangements can be made. If you miss more than 3 appointments, and you have not given us reasonable notice that you wish to cancel the appointment, we may require that you pay a call-out charge.

5.5 Access

5.5.1

You must allow our employees, contractors or agents acting on our behalf access to your home at reasonable times and subject to reasonable notice in order to:

(a) Inspect the condition of your home or any installations or to carry out repairs or other works to your home or adjoining property.

(b) Carry out an annual gas service. If you do not then appropriate legal proceedings will be taken against you in either the County or Magistrates Court to enable the service to take place.

(c) Carry out a home fire safety check, install and service smoke detectors and any other fire prevention equipment or materials that are necessary.

(d) Carry out periodic electrical safety checks when required.

5.5.2

We will normally give at least 24 hours' notice but more immediate access may be required in an emergency.

5.5.3

Access for Starter Tenancy Visits.

Until the date on which your tenancy converts to an assured (non-shorthold) tenancy, you agree to allow us and our authorised employees or agents access to carry out visits to your home. You agree to cooperate with our authorised employees or agents in arranging and carrying out these visits. The visits are intended to support you during your probationary period and to help us check the tenancy is being run properly.

Condition 6 - Rent and Other Payments—Your Responsibilities

6.1 Payments for your home

6.1.1

You must pay the rent and (if applicable) service charge. The weekly rent and service charges for your home at the start of the tenancy are set out on page 3. We will provide you with quarterly rent statements and additional statements on request.

6.1.2

The payment of rent and service charges is due in advance on the Monday of each week.

6.1.3

In the event one joint tenant fails to make any payment due then we are entitled to full payment of such sum from the other joint tenant / joint tenants individually.

6.1.4

If at any time you owe us any money then we may deduct this from any money we owe you.

6.1.5

The rent year will be 52 or 53 weeks and we will collect rent, service and other charges due under this tenancy over 52 or 53 weeks.

6.1.6

You must contact us immediately if you have any difficulties in paying your rent or any other payments.

6.2 Water and sewerage charge (where applicable)

6.2.1

You agree to pay a water charge or water and sewerage charge to us if we have entered into an arrangement with the water provider (and for so long as such arrangement is subsisting) to collect these charges from you on behalf of the water provider.

6.2.2

The water charge or water and sewerage charge which applies to your home at the start of the tenancy (if any), is entered against the water and sewerage charge entry on page 3 of this tenancy agreement.

6.2.3

We may, at any time, and upon giving you one calendar month's notice in writing, require you to;

(a) pay us a water charge or water and sewerage charge in accordance with condition 6.2.1 above

And/or

(b) vary a water charge or water and sewerage charge to reflect the revised charge notified to us by the water provider.

Such notice, in both cases, to state the amount payable.

6.3 Payment of arrears

If you have any rent arrears or any other charges due when this tenancy is granted you agree to pay off those arrears by the weekly instalments shown on page 2. If you do not make the payments, we may start court proceedings to end this tenancy.

6.4 Services

6.4.1

We shall provide the services set out on page 3 for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on page 3.

6.4.2

We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services for which a charge may be payable.

6.5 Changes in rent

6.5.1

We may increase the rent from the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us.

6.5.2

After the first rent variation under this tenancy agreement we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the rent by giving you not less than one calendar month's notice in writing. The notice will specify the rent proposed. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to a First Tier Tribunal (Property Chamber) to have a market rent determined. In that case the maximum rent payable for the following year will be the rent so determined.

6.6 Changes in service charges

6.6.1

With effect from the first Monday in April after this tenancy is granted we may increase your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided.

6.6.2

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

6.6.3

At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have

overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.

6.6.4

We will give you a certificate showing what is included in your service charge. When you receive your certificate you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying.

6.6.5

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

6.7 Help with your tenancy (where applicable)

Where a support provider provides you with support services, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement

Condition 7 - Your General Responsibilities – Living in Your Home

7.1 Moving in, periods away and assignment

7.1.1

You must use this home as your only or principal home and must move into it within 28 days of the start of the tenancy. You must not part with possession of your home or sub-let the whole of it.

7.1.2

You must not assign the tenancy except in furtherance of a court order or with our written consent when exercising the right to exchange set out in condition 3.8 or assigning the tenancy to someone that would have been qualified under condition 3.2 to succeed to the tenancy if you had died.

7.1.3

If you intend to leave your home for more than 28 days you must inform us and ensure your rent and service charges will be paid while you are away.

7.1.4

You must ensure your home will be looked after and secure while you are away and you must provide us with your contact details or of someone else in the local area who can deal with any emergency on your behalf.

and in addition to any rent or service charge which is payable in accordance with this agreement. Support services for the purposes of this condition shall include the provision of general counselling and support in relation to all or any of the following:

- Maintaining the security of your home
- Maintaining the safety of your home
- Maintaining or complying with the standard of conduct required
- Paying the rent
- Maintaining your home in an appropriate condition
- Giving up the tenancy at the appropriate time
- Contact with others to ensure your welfare
- Other support services (excluding personal care).

6.8 Outgoings

You must meet all outgoing applying to your home including water charges and electricity and other costs whether metered or billed.

7.2 Residential use

You must not run a business or trade from your home, garage or garden without first obtaining our written consent, which will not be unreasonably withheld. There is no charge for this consent.

7.3 Insurance

We are not responsible for the contents of your home. If you wish to you must take out insurance for your home contents.

7.4 Decoration and hygiene

You must take reasonable steps to:-

7.4.1

Keep the property adequately ventilated and heated so as to prevent damage from condensation; and

7.4.2

Prevent frost damage occurring to any pipes or other installations in the property, provided the pipes and other installations were adequately insulated at the start of the tenancy.

7.4.3

Keep the property in a good state of internal decoration and cleanliness and keep outbuildings and passageways in a clean and tidy condition.

7.4.4

Promptly replace and pay for any broken glass in windows at the property where you, any member of your household or any of your visitors cause the breakage.

7.4.5

Keep any furniture, appliances, carpets or curtains provided by us in good condition and must not remove them. If you breach this condition we will charge you for any repairs or replacement.

7.4.6

Dispose of your rubbish properly in line with the Council's requirements. This includes any bulky or unusual items.

7.4.7

Put your wheelie bin and recycling containers out only on the day of collection and replace them within the boundary of your home as soon as possible after the rubbish has been collected.

7.4.8

Be responsible for the treatment and control of infestations of rats, cockroaches and other vermin or pests. In the event that we have to take action to address an infestation, pest or vermin problem in your home or you ask us to take action for this type of problem, you may be charged for this.

7.5 Gardens

7.5.1

You must keep any grass or lawns cut and in good condition. Hedges must be clipped and kept to a maximum height of 1.8m (six feet) at the back of your home and 1.2m (four feet) at the front and trees must be kept tidy and not allowed to become a nuisance to neighbours or adjoining land.

7.5.2

You must keep your garden tidy and free from rubbish and debris otherwise we may clear it and charge you for this.

7.5.3

You must obtain our written consent before you put up or take down any fence or wall. There is no charge for seeking this consent. Any fence or wall erected becomes our property and must not be removed.

7.5.4

You must keep all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.

7.5.5

You must not allow any oils or other harmful substance to enter the gullies or drains or seep onto neighbouring property or highways or contaminate your home.

7.6 Communal areas

7.6.1

You must keep any communal areas free from obstruction. You must co-operate with us in keeping any communal areas clean and tidy.

7.6.2

You must co-operate fully with any measures taken by us to protect the security of your home and you must keep all communal doors closed.

7.6.3

You must not do anything to or on the property or any common parts which may reasonably be considered a nuisance or annoyance to the occupiers of neighbouring properties.

7.7 Pets

7.7.1

You may keep domestic pets at your home. This means dogs, cats, caged birds, fish or small mammals. You must obtain our written consent before keeping any other animal at your home.

7.7.2

You must ensure that you can look after the type and quantity of pets you have at your home and that they do not cause nuisance and annoyance to others.

7.7.3

If your home is in sheltered accommodation you must not keep cats or dogs (except for a registered guide dog or registered hearing dog).

7.7.4

Your pets must not cause a nuisance or annoyance to anyone in the local area including any of our employees.

7.7.5

You must ensure your pet does not foul communal areas or neighbours' gardens. You must remove any fouling from your garden and dispose of it properly.

7.8 Vehicles and access

7.8.1

You can only park a vehicle within the boundaries of your home if there is a garage, driveway or car hard standing and there is an appropriate dropped kerb entrance.

7.8.2

You must obtain our written consent before building a garage, car hard-standing or driveway. There may be a charge for any associated planning and building regulation application.

7.8.3

You must not repair, maintain or work on any vehicle within the boundaries of your home, on the highway or in any other public or communal area. You must not allow anyone visiting your home to do so.

7.8.4

You must ensure that neither you, anyone living with you, nor anyone visiting your home obstructs access to any other property by parking inconsiderately.

7.8.5

You must not park a vehicle, such as a bike or motorbike, in any communal area inside a building.

7.8.6

You must not park or drive a vehicle on any open plan area, footpath or grass verge.

7.8.7

The rear of some of our homes can only be accessed through the neighbouring garden. If this applies to the home next door to your home you must allow reasonable access to us and your immediate neighbour over any footpath which runs through your garden and leads to your neighbour's home. You must not obstruct any footpath.

7.9 Services

You, and anyone living with you or visiting you must not tamper with the supply of gas, electricity or water, any other services, meters, smoke detectors or any warden call equipment that we have (or the Council has) installed in your home. We will charge you for any damage caused.

7.10 Combustible materials

You must not keep gas storage bottles or store any dangerous, inflammable or explosive materials (other than those needed for normal domestic use) either inside or outside your home.

7.11 Safety in the Home

7.11.1

You must not allow rubbish, waste, possessions, fixtures or other items (of any type or description) to accumulate in your home, garden or any other part of the property to the extent that the accumulation, quantity, shape, size, construction, type of items or manner of storage of such items causes or has the potential to cause:

(a) any detriment in your ability to use your home and the rooms within your home for their intended or proper purpose;

(b) any restriction on access to and egress from the property or access to rooms within the property;

(c) risk of injury or harm to you, us, our staff and contractors, any other person visiting your home or to any of your neighbours;

(d) damp or any other damage, detriment or deterioration of any type in the condition of the property, any fixtures or installations in the property or any adjoining property;

(e) a fire hazard or fire safety risk;

(f) nuisance or annoyance to any person;

(g) an infestation of rats, insects and any other pests or vermin;

(h) any unreasonable impediment to us and our contractors accessing and inspecting any part of the property or any electrical, gas, water or sewerage installations and associated fixtures and fittings or any other installations;

(i) any unreasonable impediment to us and our contractors or any other person undertaking repair or improvement works at the property or being able to undertake any inspection or assessment as to whether any repair or improvement works may be necessary.

7.11.2

If you breach any of the provisions of clause 7.11.1, then (without prejudice to any other legal rights or remedies that may be available to us) we may require you to remove and dispose of items we deem to be causing a problem or give up your tenancy. In particular we may seek injunctive relief from the courts to enforce the provisions of clause 7.11.1.

Condition 8 - Your General Responsibilities – Living in Your Community

8.1

In accordance with our anti-social behaviour policy we will take firm but fair action to tackle any allegations of such behaviour.

8.1.1

You are responsible for the behaviour of everyone (including children and pets) living in or visiting your home. You are responsible for them in your home, in communal areas and in the locality of your home.

8.2 Harassment

8.2.1

You must not harass or discriminate against any person (including any of our employees, contractors, agents or Board Members) because of their race, nationality, sexuality, gender, religion, belief, age, disability, or any other characteristic which becomes protected by law or encourage or allow any person to do so. Examples of harassment or discrimination include:

- Violence or threats of violence, including domestic or racial violence;
- Abusive or insulting words or behaviour;
- Anything that is likely to interfere with the peace and comfort of others;
- Writing graffiti especially if it is abusive, insulting or threatening;
- Damage or threats of damage to your home or to any other person's home or belongings.

8.2.2

You must not threaten nor allow members of your household or visitors to threaten violence or be violent toward anyone living in or visiting your home or do so towards any person in the vicinity.

8.2.3

You must not and you must not allow members of your household or visitors to threaten violence, be violent towards, abuse, assault, harass, intimidate or obstruct our employees, contractors, agents or Board Members in person, by telephone, in writing or in any other way, whether at the property, in the vicinity of the property or elsewhere.

8.3 Nuisance

You must not cause, nor allow members of your household or visitors to cause a disturbance that would be a nuisance or annoyance to others. For example by:

- Shouting or persistent arguing or offensive drunkenness;
- Use of illegal drugs;
- Loud music or any other loud noise including banging or slamming doors;
- Trespassing;
- Regular vehicle repairs or vehicle repairs at unreasonable hours;
- Rubbish dumping, fly tipping or lighting fires;
- Allowing rubbish to accumulate in or around your home;
- Barking dogs;

- Throwing things out of windows or off balconies;
- Playing ball games near to someone else's home;
- Skateboarding, roller-blading or cycling persistently near to someone else's home;
- Driving or riding vehicles recklessly or without consideration;
- Prostitution;
- Running a business from your home without our prior written consent. We will not normally refuse consent unless we feel that the business is likely to cause a nuisance to other people or damage the property.

8.4 Damage to property

You must not damage or threaten to damage property. Neither must you allow members of your household or visitors to damage or threaten to damage property. For example by engaging in:

- Arson or attempted arson;
- Interference with security and safety equipment;
- Damaging communal areas or facilities;
- Breaking windows or doors;
- Writing graffiti;
- Leaving excrement, rubbish, paint or any other offensive substances on any part of a house or building.

8.5 Illegal acts

8.5.1

You must not use or allow your home to be used for illegal or immoral acts.

In particular you must not use your home in connection with:

- Possession, use, supply of or dealing in illegal drugs or substances;
- Unlicensed firearms or illegal weapons;
- Handling or storing stolen or counterfeit goods.

8.5.2

You must not commit a serious criminal offence in the area and if you are convicted of a serious crime we may apply to the Court for a possession order.

8.6 Firearms

8.6.1

You must not keep, or allow to be kept, any illegal weapon, firearm, shotgun, CS Gas, air-powered weapon or ammunition in your home without the appropriate firearms or shotgun licence required by law and written permission from us.

8.6.2

You must ensure that any weapons, firearms, shotguns, air-powered weapons or ammunition are held securely and comply with any legal requirements, licence requirements or any conditions of our permission at all times.

8.6.3

You must not discharge any weapon, firearm, shotgun or air-powered weapon in your home, garden or in the local community.

Condition 9 - Moving Home – Your Responsibilities

9.1 Notice period

9.1.1

If you want to end your tenancy you must give us at least four weeks' prior written notice. Your tenancy must end at 12 noon on the same day of the week it commenced. You must return all the keys to your home to us on, or before, the day you leave and you must give us your new address and telephone number before you leave.

9.1.2

You must allow us, during the last four weeks of your tenancy, to show prospective tenants around your home, or pre inspect your home, or arrange for photographs to be taken to allow the property to be marketed to new prospective tenants. All such visits will be at reasonable times and upon reasonable notice of at least 24 hours.

9.1.3

If you do not give us proper notice you will continue to be responsible for the rent and other payments. If you leave without telling us we will consider the property has been abandoned and we will end the tenancy.

9.1.4

When your tenancy has ended you will remain responsible for any unpaid rent and any other payments, for example any charges we incur repairing your home under condition 9.3.1. If you owe rent or other payments or are in credit with your rent or other payments when your tenancy ends we will inform you in writing.

9.1.5

You may not need to give us four weeks' written notice if we have agreed to short notice for example where you are moving out of your home as a result of a transfer to another of our properties, or because of an exchange agreed with us.

9.2 Vacant possession

9.2.1

You must not allow any person to remain living in your home when your tenancy ends.

9.2.2

You must remove all of your possessions, animals and rubbish. If you do not do so, we will charge you any reasonable removal (or storage) costs and/or the cost of looking after any animal you leave behind.

9.3 Repairs

9.3.1

You must leave your home in as good a condition as it was when you moved in (except for fair wear and tear). You must make good any damage to your home before you move and carry out any repairs you are responsible for. If you do not do so, you will be responsible for any reasonable costs we incur in repairing the damage or replacing damaged items.

Condition 10 - Enforcement/ Ending Your Tenancy

9.3.2

You must remove any unauthorised fittings you have installed and leave any authorised fittings in good working order. We may remove or replace any unauthorised or defective fittings you have installed and charge you our reasonable costs for this work.

9.3.3

If you remove the fittings you have installed you must reinstate the property to its original condition.

10.1 General

10.1.1

This section explains how we will deal with tenants who do not comply with this agreement.

10.1.2

As part of its aims to provide an excellent housing service with safe neighbourhoods, we strive to ensure the peace and safety of our tenants and their neighbours. It is vital that you keep to this agreement and help us to achieve these aims.

10.1.3

We can enforce the terms of this agreement through the courts if you do not comply with your tenancy agreement.

10.1.4

We will not tolerate domestic violence, anti-social behaviour, racial or other harassment from tenants, their families or their visitors. If you act in any of these ways, we will fully investigate any complaints. This may result in us taking you to court.

10.2 Tenure

10.2.1

We can end this tenancy under Section 21 of the Housing Act 1988. An order for possession under Section 21 cannot take effect until six months after the Tenancy Start Date. Section 21 will only apply while this tenancy remains an assured shorthold tenancy. We can also end this tenancy in the probationary period by seeking possession on one or more of the grounds contained in Schedule 2 to the Housing Act 1988.

10.2.2

If your tenancy converts to an assured (non-shorthold) tenancy, you shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured tenancy by obtaining a court order for possession of your home on one of the applicable grounds listed in Schedule 2 to the Housing Act 1988 (as amended, updated, extended or replaced from time to time). Details of the applicable grounds of possession can be obtained from us. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).

10.2.3

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

10.2.4

If we intend to seek possession of your home on one of the applicable grounds for possession, as long as this tenancy has not been demoted, we will give you two weeks' notice in writing unless:

- we are using grounds 14, 14A or any other statutory ground which allows us to issue proceedings immediately after service;
- we are using grounds which require us to give 2 months' notice, or
- the Court has allowed us to go ahead without serving notice on you.

10.2.5

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

10.2.6

As well as seeking a possession and/or a demotion order, we can ask the Court for an injunction, which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.

10.3 Cessation of assured tenancy

10.3

If the tenancy ceases to be an assured shorthold tenancy (because for example you stop living in your home as your only or principal home) we may end the tenancy by giving you four weeks' notice in writing in accordance with section 146 of the Law of Property Act 1925 and exercising our rights of re-entry and re-gaining possession.

Condition 11 - Service of Notices and Requesting Our Written Consent

11.1 Service of notices

11.1.1

This condition gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this tenancy agreement, is:

Livin Housing Limited
Farrell House
Arlington Way
DurhamGate
Spennymoor
County Durham
DL16 6NL

11.1.2

Any legal notice, or any other communication arising from this tenancy agreement, shall be validly served on you if posted or delivered to or left at your home or last known address.

11.2 Requesting our written consent

You need our written consent to comply with some conditions in this agreement.

Requests for our written consent should be made in writing to Livin, Farrell House, Arlington Way, DurhamGate, Spennymoor, Co. Durham, DL16 6NL.

SAMPLE