

Sovereign Network Group

**Room Only - Assured Shorthold
Tenancy Agreement**

SAMPLE

Room Only - Assured Shorthold Tenancy Agreement

This is a legal contract. It describes the rights and responsibilities of you (the tenant) and us (your landlord).

It creates an Assured Shorthold tenancy within the meaning of the Housing Act 1988

This Tenancy Agreement is between

Our Name Sovereign Housing Association Limited

(trading as Sovereign Network Group)

(referred to in this Agreement as "we", "our", or "us")

We are an exempt charity, a housing association within the meaning of section 1 of the Housing Associations Act 1985 and a registered provider of social housing under section 111 of the Housing and Regeneration Act 2008

Our Address Sovereign House, Basing View, Basingstoke, RG21 4FA

And

Your Name(s) **[Tenants]**

(referred to in this agreement as "you")

If more than one person is named as being the tenant, you will be joint tenants and references to 'you' means to both or all of you. Each tenant individually has the full responsibilities and rights set out in this Agreement

Address: This Agreement relates to Room:

[number]

(referred to in this Agreement as "Your room")

within:

[Property Address]

Tenancy Ref **[Tenancy Ref Number]**

(referred to in this Agreement as "your home" and "the property").

Description

2

Property Type:	Click here to enter text.
Number of Bedrooms	Click here to enter text.
Garden	Click here to enter text.
Parking	Click here to enter text.
Service Charge	Fixed
Rent Type	Choose an item.

Your home includes any balcony, garage, outbuilding, shed, fence or wall let with it.

It begins on:

You must make the following payments for your home:

You must make the following payments for your home:

Net Rent	£0
Service Charge	£[Total service charge figure]
Support Charge	£0
Heating charges <i>Not eligible for Housing Benefit or Universal Credit</i>	£0
Water charges <i>Not eligible for Housing Benefit or Universal Credit</i>	£0
Other charges	£0
Total Weekly Rent	£[Total Weekly Rent]

Room Only Assured Shorthold Tenancy

Not applicable unless a figure is entered below

You must in addition repay to us money that you owe to us or an associated company in respect of your occupation of a previous property. The money that you owe us is:

Former Tenancy Rent Arrears	£0
Former Tenancy Recharges	£0
Total Former Tenancy Debt	£0
Address(es)	

and the weekly payment that you **must make in addition** to your Total Weekly Rent is:

Former Tenancy Debt Payment	£0 per week
<i>Please note payments will be recorded against any Former Tenancy Rent Arrears first</i>	

Start Date [Tenancy Start Date] and is an assured shorthold weekly periodic tenancy, it can be ended by us or you can end it in one of the ways set out in this tenancy.

If you are allowed to move in before the Start Date, you agree to pay to us the following apportioned charge together with your first week's rent:

£Click here to enter text.

We will provide the services set out in the service schedule (which you can find at the end of this agreement). These services are included in your total weekly rent. If we decide to stop providing you with a service because we believe it is no longer practical in the interests of good estate management, or if we decide to provide you with extra services, we will consult you first.

We can change any part of this agreement by first agreeing the changes with you, or by giving you 28 days' notice of the changes. Before we give you 28 days' notice, we will write to you with details of the changes. You will have the chance to comment on the changes (within a time limit which we will set).

If you are a joint tenant, you both need to read and make sure you understand this agreement. If there is anything you do not understand, please contact us. You can also get help from a citizen's advice bureau or housing advice centre.

Please note you must not have deliberately given us, or another nominating organisation, false information to get your tenancy.

We have a formal complaints procedure. If you feel that we have broken this agreement or have not performed any duty contained in it, you should first complain to us in writing giving details of what we have not done. If we fail to deal with the complaint after following our complaints procedure or, in your view, we continue not to keep to the agreement; you can get advice and information about your rights from a local citizen's advice bureau, a law centre or a solicitor. You can also complain to the Independent Housing Ombudsman. But they will not review your complaints until they have gone through our complaints procedure.

The terms of this agreement are divided into the following sections:

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1. TENANCY PROVISIONS

- 1.1 This agreement makes you an assured shorthold tenant of a room in shared accommodation. References to 'room' mean your room as demised under this tenancy. References to 'the Property' and 'the scheme' include your room and all shared communal areas and facilities, gardens and parking areas. For the avoidance of doubt you do not have the right to enter or occupy any bedroom other than the one demised to you under this tenancy.
- 1.2 As an assured shorthold tenant, you have no long term security. We can end the tenancy by serving a notice on you and asking the court to make a possession order as set out at section 9 of this agreement.

2. GENERAL TERMS

Changing this Agreement

- 2.1. Except for changes in the Net Rent, service charge or other charges, the terms of this Agreement may be altered only if either;
 - 2.1.1 both you and we agree in writing; or
 - 2.1.2 By us following a procedure similar to that set out in sections 102 and 103 of the Housing Act 1985 in respect of Secure tenants. This means that we will:
 - (a) Serve you with a Notice of Intended Variation which will provide you with written details of the proposed variation and a statement which explains the effect of the proposed variation;
 - (b) Give you a reasonable period of time (normally 28 days) to make any comments to us about the proposed variation;
 - (c) Consider any comments that you make before making any final decision;

- (d) If we decide to vary your tenancy, issue a written 'Notice of Variation' setting out in writing the varied terms and conditions and giving you 28 days' notice before the changes take effect.

We will not make any changes in this way that would have a significantly adverse effect on you unless it is reasonable to do so in order to bring the Agreement into line with changes in the law or good housing management practice.

Changes in the Law

- 2.2. All references in this Agreement to sections and schedules of Acts of Parliament are to be regarded as including references to those sections and schedules as amended, varied, replaced or re-enacted from time to time.

Third Parties

- 2.3. Nothing in this agreement allows, or is intended to allow, any other person to have a right to benefit from or to enforce it, apart from successors and people the tenancy is assigned to in accordance with the terms set out below.

Notices

- 2.4. Any notice (including notices in proceedings) that you need to serve on us can be served at the local address stated below. This clause gives notice to you of our address as required by Section 48(1) of the Landlord and Tenant Act 1987.

The address where you must send any notices, including notices in proceedings, is **Sovereign House, Basing View, Basingstoke, RG21 4FA**

- 2.5. Any notice that we need to serve on you under the terms of this Agreement or as required by law will be validly served if it is:
- a) handed to you or anyone at your home;
 - b) left at your home;
 - c) fixed to your front door or another prominent part of your home;
 - d) sent by post to your home;
 - e) left at or sent by post to your last known address; or
 - f) sent electronically to your last known email address.

- 2.6. It is your responsibility to make arrangements for the collection or forwarding of mail if you are away from your home for any length of time.

Permissions

- 2.7. Before we can give you permission to do something, we may have to get permission ourselves from someone else (such as a management company or our own landlord). In these cases, we will only be able to give permission if we have permission from these people. You must pay to us any charges that we have to pay to get that permission if we ask you to.
- 2.8. You must comply with any conditions that are attached to any consent that we give you to do something.

Priority of Payments

- 2.9. If you owe more than one debt to us under this agreement we can determine which of your debts any payment made by you is applied to, regardless of any instructions from you.

Costs

- 2.10. You must pay to us any reasonable costs (including legal costs) that we reasonably incur in enforcing or terminating this agreement.

Support

- 2.11. If we are granting this tenancy to you in order to facilitate the provision of support for you or a member of your family, the nature of this provision, and your obligations in relation to it, including (if applicable) any obligation to pay for it, are set out in a separate support agreement/plan. In these circumstances, the provision of support is fundamental to this Agreement and it is a breach of it if you withdraw from or are not engaging with the support service as agreed or are otherwise in breach of the support agreement/plan.

3. PAYING FOR YOUR HOME**Making payment**

- 3.1 You must pay your total weekly rent, in full and on time, every week in advance. This weekly rent will usually be charged over 52 weeks. Where we agree to accept payments other than weekly you must always pay in advance of this payment period.
- 3.2 You are not allowed to withhold a payment because we have not done something that we have agreed to do or because you are in dispute with us over any matter. If we incur any bank or similar charges because there is not enough money in your account to pay a cheque, standing order or direct debit for your Total Weekly Rent or any other payments, you must repay these charges to us upon demand.

Help with your rent

- 3.3 Whether or not you receive housing related benefits or any other form of assistance with your housing costs, it is your responsibility to pay the Total Weekly Rent in advance. Any payment we do receive will be credited to your account. If we have to pay back an overpayment, it will be debited from your account.
- 3.4 If you receive housing benefit or other assistance, or think you may be entitled to it, you must ensure that you complete the relevant forms and provide the necessary information so your claim can be assessed. If your circumstances change, you must inform the relevant authority at once. You must also tell us immediately if there is any reduction in the amount to which you are entitled means that you will be unable to pay the Total Weekly Rent.

- 3.5 You must if you are asked to do so, apply to the relevant authority for payments to be made direct to us for housing benefit or other similar payments to assist you with your housing costs.
- 3.6 You agree that we are authorised to disclose to the relevant authority any information, including personal details, and any changes in your circumstances which we are aware of. You also agree that we have your authority to ask the relevant authority for information regarding any claim you may make.

Rent

Social Rent

- 3.7 Social rent is set by legislation or guidance from the Social Housing Regulator. The rent excludes any service charges and any support or personal utility bills such as water rates or electricity. These bills will be your responsibility to pay separately.

Affordable Rent

- 3.8 Affordable Rent is based on up to 80% per cent of the local market rent. The rent includes any services charges but exclude any support or personal utility bills such as water rates or electricity. These bills will be your responsibility to pay separately.

Changes in your rent

- 3.9 We will normally increase Net Rent on the first Monday on or after 1st April following the start of this agreement and then on the first Monday on or after 1st April in each year after that. We may increase the rent at other times where we are required to do so by legislation or guidance from the Social Housing Regulator. Whilst we are your landlord, any increase will not exceed the amount permitted by that guidance.
- 3.10 We will give you at least 28 days' notice in writing of any change. The notice will specify the revised rent.
- 3.11 Where we reasonably require you to do so in connection with the rent payable for your home, you must provide us with information relating to your income and that of members of your household and give us copies of any documents that we ask you for.

Service charges

- 3.12 The weekly service charge for any twelve month period ending on 31st March will consist of a sum comprising the expenditure which we estimate we are likely to incur in that year in providing the Services, details of which are set out in an appendix to this Agreement.
- 3.13 We will give you at least 28 days' notice in writing of any change, which will normally take effect on the first Monday in April in each year of the tenancy. The notice will specify the revised charge.

- 3.14 If the actual amount that we spend on providing the services exceeds our estimate, we will be responsible for the difference. If it falls short of our estimate, we will retain the difference.
- 3.15 We may establish a sinking fund to meet any future large items of expenditure on services. If so, you may be required to make a reasonable contribution towards the sinking fund as part of the Service Charge.

Private Charges

- 3.16 Where the building containing your home has a central utilities supply, you must read the meters as and when requested and pay to us on demand the cost of the utilities used. If your home does not have an individual meter, you will be charged a proportion of the communal utility meter charge. The apportionment of this will be fair and based on a calculation set by us.

We estimate the cost of anticipated private charges for the forthcoming 12 months, based on previous usage and costs. Should the actual charge for the year be calculated as more or less than estimated, we will make an adjustment to your next estimated service charge, for the amount of any over or undercharge.

Other charges

- 3.17 We may change any other charges by giving you 28 days' notice in writing of any change. The notice will specify the revised charge.

4. REPAIRING YOUR HOME

Our Responsibilities

- 4.1 We will keep in good repair and maintain in proper working order: -
- 4.1.1. The structure and exterior of your room and building of which it forms a part, including roofs, chimneys, chimney stacks, flues (but not including sweeping of non-functional / decommissioned chimneys, chimney stacks, flues or any previously used decorative openings) walls (excluding minor internal plasterwork repairs), floors, ceiling, window frames, external doors, drains, gutters and outside walls and paths;
- 4.1.2. Kitchen and bathroom fixtures – basins, sinks, toilets, baths and showers;
- 4.1.3. Electrical wiring and gas and water pipes;
- 4.1.4. Heating equipment and water heating equipment.
- 4.2 We are not responsible for any repair or replacement that is needed because of damage or neglect caused by you, or anyone living with or visiting you.
- 4.3 We will take reasonable care to maintain any communal areas around your room (including stairs, lifts, parking areas and rubbish chutes) in a condition that enables you to use them.

- 4.4 We are not responsible for cleaning communal areas unless this is listed as a service that we provide. You must help to keep communal areas clean and free of rubbish.
- 4.5 We will do repairs within a reasonable time and in line with our published repair timescales.
- 4.6 We are not responsible for eradicating any pests or infestations in your home unless they have been caused by our neglect, failure to maintain or any disrepair of the structure of the building for which we are responsible.
- 4.7 We will clear up after a repair.

Your Responsibilities

- 4.8 You must report any defects, faults or damage to property to us immediately, including any defects which might injure or damage anybody or anything. If your room or the property is broken into or vandalised, you must report it to the Police, make a crime report and get a crime reference number.
- 4.9 You must not make any alterations to your room or the property.
- 4.10 You must carry out small repairs in your room and the property such as;
 - 4.9.1.replacing bath plugs, sink plugs and toilet seats;
 - 4.9.2.unblocking sinks, drains or toilets where you have caused the blockage;
 - 4.9.3.changing fuses and maintaining your own electrical appliances;
 - 4.9.4.replacing light bulbs;
 - 4.9.5. bleeding radiators; (ask for advice before you bleed radiators as they may be part of a pressurised system)

There may be other repairs which are your responsibility. Please ask us.

- 4.11 You must keep the inside of your room and the property tidy and in reasonable condition.
- 4.12 You are responsible for preventing and eradicating any pests such as mice and rats, or infestations such as wasps, cockroaches, fleas or bed bugs within your home and garden.
- 4.13 You must pay for repair or replacement if damage is caused deliberately by you or a member of your family or your visitors (smashed windows or broken doors for example) or by your own neglect. We may agree to repair the damage or replace broken fittings but we will charge you for the cost of the work, VAT and an administration fee.
- 4.14 You must allow our workers or people sent by us into your home at all reasonable hours of the day to inspect and carry out health and safety checks, annual gas and electrical safety checks (any meters will need to have credit on them to complete these checks), servicing, maintenance, repairs,

remedial works and improvements (including any works highlighted in any fire risk assessment) to your home or to any adjacent properties. We will normally give you at least 24 hours' notice when we need to enter your home. However, you agree that if we need to obtain access in an emergency, we may if necessary force access if you are not present or if access is not given immediately. If we do this, we will repair anything that is broken as a result unless the reason for obtaining access is something that you have done in breach of the terms of this Agreement, in which case you will be required to pay our reasonable costs of forcing access and repairing any damage. If you refuse access, we will use all proportionate legal routes to gain access to your property, which may include an injunction or taking action to end this tenancy. You will be responsible for our reasonable legal costs of taking such action.

- 4.15 You must cooperate with us in keeping appointments. If you miss appointments, or regularly change appointments, you must if we ask you to pay our reasonable costs if our employees or contractors are unable to carry out an inspection or repair because of a breach of this clause, in which case you will be required to pay our reasonable costs of forcing access and repairing any damage.
- 4.15 Our insurance only covers the structure of the building, such as the roof, walls, ceilings, floors, windows and doors, along with permanent fixtures (fitted by us), such as bathrooms, kitchens, guttering, service pipes and cables. You must arrange your own home contents insurance for anything belonging to you.
- 4.16 You must use the heating systems provided so that your home is kept adequately heated and you must take reasonable steps to ensure that your home is properly ventilated, making use of extractor fans, trickle vents, windows and any ventilation system (if installed). You must not do anything which causes a significant increase in moisture levels inside your home. Tumble driers must either be vented to the outside or be of the condensing type.

5. OUR RESPONSIBILITIES

- 5.1. We will give you possession of your home at the commencement of the tenancy.
- 5.2. We will not interrupt or interfere with your right to peacefully occupy your home except where access is required to inspect, maintain, repair or improve your home or any adjoining property, where we are granted an injunction excluding you, or where we are entitled to possession at the end of the tenancy.

Services

- 5.3 We will provide the services set out in the schedule to this Agreement.
- 5.4 Following consultation we may increase, add to, remove, reduce or vary any services provided.

6. YOUR RESPONSIBILITIES

Community Responsibilities

- 6.1. You are responsible for the behaviour of every person (including children) visiting you. You are responsible, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your room. References in this section of the Agreement to 'you' also apply to anyone living with you, or visiting you.
- 6.2. We will not allow any sort of harassment, victimisation, annoyance or nuisance. Where appropriate, we will take action, within our powers and under our policies and procedures, to deal with these issues. You must do not anything which causes or is likely to cause a nuisance or annoyance or disturbance to your neighbours, anyone visiting the locality of the property or the Claimant's staff, agents or contractors. Examples of nuisance, annoyance or disturbance include:

Abuse, threats or intimidation (including by use of social media), loud music, shouting, arguing and door slamming, dog barking and fouling, offensive drunkenness, selling drugs or drug abuse, rubbish dumping, putting graffiti on anything that belongs to us, interfering with any security or safety equipment in communal blocks.

- 6.3. You are also responsible for dealing with anti-social behaviour. We expect you to try and resolve disputes with your neighbours directly and to be tolerant of different lifestyles. You are encouraged to make use of mediation services where these are available. You should also consider whether it may be more appropriate to report issues that you cannot resolve to other agencies such as the local authority, environmental health department or the Police.
- 6.4. You must not harass any other person. Harassment on the grounds of disability, race, religion, sex, sexual orientation, age or gender re-assignment may be considered hate motivated and be dealt with accordingly and with increased robustness. You must not harass any other person on the grounds of their disability, race, religion, sex, sexual orientation, age or gender re-assignment.

Examples of harassment include:

Using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of other people.

- 6.5. You must not inflict domestic abuse, threaten violence against any person (living with you or elsewhere), or otherwise behave in a manner that causes someone who is entitled to live in your home to leave. Domestic abuse includes behaviour which amounts to coercive control.
- 6.6. You must not use abusive language or threatening behaviour towards members of our staff, our contractors or anyone acting on our behalf or other residents.

- 6.7. You are responsible at all times for the conduct of your visitors.
- 6.8. You must not assign or sub-let your room or any part of the scheme or transfer your tenancy to another person. You agree not to take in a lodger or let anyone else live in your room except the permitted occupiers.
- 6.9. You must not play loud music, musical instruments, TV, Radio, or other noise any time.
- 6.10. You must not make false or malicious complaints about the behaviour of any other person.
- 6.11. You must not operate a business or engage in any illegal or immoral activity: in your room, the building, or in any communal area or in the locality of your building. This includes the possession, use, smoking, cultivating, production or supply of illegal drugs.
- 6.12. You must not damage, deface or put graffiti on any of our property. You will have to pay for any repair or replacement.
- 6.13. You must not leave any rubbish otherwise than in places designated for that purpose. You must not put non-recyclable items or the wrong recyclable items in recycling bins. If we have to clean up your rubbish, we may charge you the reasonable costs of this.
- 6.14. You must not interfere with security and safety equipment or lifts in communal areas – doors should not be wedged open and you must not let in strangers who do not have identification.
- 6.15. You must not leave anything in any communal area, this includes but is not limited to scooters, bicycles, prams and buggies, personal effects, bulky goods, plant pots and rubbish. You agree that if any items are left in communal areas, we may remove and dispose of them and charge you the reasonable costs of doing this.
- 6.16. You must follow any smoking/vaping policy for your property/building
- 6.17. You must follow any drug/alcohol policy for your property/building
- 6.18. You must follow any laundry policy for your property/building
- 6.19. You must take an active part, when required with other residents in the building to keep the communal areas i.e. the bathrooms, kitchen/diner, gardens in a clean and tidy condition. We will charge you our reasonable costs if we need to clean or tidy these areas because of your failure to do so.

7. USING YOUR HOME

You agree to:

- 7.1. Live in your room as your only or main residence.

- 7.2. Keep your room and the property in a good and clean condition, free of excess belongings and rubbish, and use the fixtures and fittings responsibly. You may be charged for any damage.
- 7.3. Tell us if you will be away from your room for more than 4 weeks.
- 7.4. If you watch or record television programmes on a TV, laptop or mobile device as they are being shown on TV or live on an online TV service, download or watch BBC programmes on demand, including catch up TV, on BBC iPlayer you will need to pay for a TV Licence for your room.
- 7.5. You must allow our workers or people sent by us into your home at all reasonable hours of the day to inspect and carry out health and safety checks, servicing, maintenance, repairs and improvements to your home or to any adjacent properties. We will normally give you at least 24 hours' notice when we need to enter your home. However, you agree that if we need to obtain access in an emergency, we may if necessary force access if you are not present or if access is not given immediately. If we do this, we will repair anything that is broken as a result unless the reason for obtaining access is something that you have done in breach of the terms of this Agreement.
- 7.6. You must cooperate with us in keeping appointments. If you miss appointments, or regularly change appointments, you must if we ask you to pay our reasonable costs if our employees or contractors are unable to carry out an inspection or repair because of a breach of this clause.
- 7.7. You must keep your home (including any loft) clear and accessible for us to carry out inspections and repair work if we ask you to. You must not store anything in the loft of your home. You must pay us our reasonable costs if our employees or contractors are unable to carry out an inspection or repair because of a breach of this clause.
- 7.8. You must not allow more than the number of persons stated on the second page of this agreement to occupy your room. You must tell us the names and dates of birth of the people moving in or leaving the property and their relationship to you.

Health and Safety

- 7.9 You must comply with any health, safety, or fire advice given by us and not get involved in any activity likely to endanger the health and safety of any person.
- 7.10 You must not tamper with gas or electricity supplies, or with the meters, or with gas and electrical fittings such as a central heating boiler, or with smoke, heat and carbon monoxide detectors.
- 7.11. You must not keep mopeds or motorbikes inside your room or in indoor communal areas (entrance halls, stairs, landings).
- 7.12. You must not store any quantities of inflammable or toxic materials in your home.

7.13. You must not use heaters/cookers that are supplied by bottled gas (except where permitted by us in an emergency) or use or store bottled gas or any flammable liquids in your home.

7.14. You must not keep any firearms or weapons in your room or within the building.

Animals

7.15 You are not allowed to keep any animal in your room or in the building.

Vehicles

7.16 If there are any general car-parking areas, which have not been given to a particular person, then they may be available for parking for you, anyone living in or visiting your room.

7.17 We will make and enforce regulations on these parking areas from time to time and we will tell you about them.

7.18 You will only be able to use those areas when they are available, and then any vehicles parked in them must be roadworthy and properly taxed and insured.

7.19 We only allow private vehicles to park in these areas. We may also withdraw your entitlement to park a vehicle if you are not using the parking areas properly.

7.20 If a vehicle becomes abandoned, or is not roadworthy or taxed or is not moved regularly, we will give you two weeks' notice to remove the vehicle (except in the case of an emergency when we may remove it immediately).

7.21 If you have not moved the vehicle by the end of that time, we will remove it and charge you any reasonable costs. If we sell the vehicle, we may use that money to pay off any licence charge or any other money you owe us.

7.22 You (or anyone living with you, or visiting you) must not park a boat, caravan, trailer, horse box or large or high sided commercial vehicle at the property or on any other land owned by us.

8. YOUR RIGHTS

Tenant Involvement and Information

8.1 You have a right to information from us about the terms of this tenancy; our repairing obligations; our policies and procedures on tenant consultation, housing allocation and transfers, equal opportunities; and our principles for fixing rents. You also have the right to be provided with information about our performance.

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

- 8.3 We will deal with your complaints efficiently and effectively in accordance with our written complaints procedure. If you are dissatisfied, you have the right to refer your complaint to the Housing Ombudsman.

Moving

- 8.4 As an assured shorthold tenant, you do not have the right to move by mutual exchange but you may have the right to transfer to another property.

Personal Data

- 8.5 We use your personal information in accordance with data protection legislation to allow us to enter into, or manage any contract we have with you (such as your tenancy agreement); provide you with services and benefits in both our legitimate interests which may include ensuring the proper management of your tenancy and giving you appropriate support; and to comply with our legal and regulatory obligations, and acting in the public interest. We ensure that the information we hold about you is only used for limited purposes and only kept for as long as is necessary to provide you with services, deal with your tenancy, or to comply with our other statutory or regulatory obligations. We may need to share some information with third parties, such as local authorities, benefits departments, our repairs and maintenance contractors, social services, other social landlords and government departments as required, and the emergency services. We also work with charities and local organisations to help support our customers, for instance to provide independent advice and advocacy services, and may provide our customers' details to them to enable this. Full details of our Privacy Policy can be found at: <https://www.sovereign.org.uk/privacy-policy>

Rights on your Death

- 8.6 On your death, the remainder of your tenancy will pass automatically to any surviving joint tenant(s).
- 8.7 Otherwise, and as long as you are not a successor (as defined in Clause 8.8 below) and are living at the property as your only or principal home, your spouse, civil partner or a person living with you as your husband or wife or civil partner will (provided that they occupied the property as his or her only or principal home at the time of your death) have an automatic statutory right to succeed to the remainder of the tenancy.
- 8.8 You are a "successor" for these purposes if you:
- 8.8.1 are a person who was a joint tenant and have become a sole tenant by survivorship; or
 - 8.8.2 succeeded to the tenancy in the manner described in clause 8.7; or
 - 8.8.3 became entitled to the tenancy as mentioned in Section 39(5) of the Housing Act 1988; or
 - 8.8.4 became the tenant under the will, or on the intestacy, of a previous tenant of the property; or

8.8.5 were a successor under an earlier tenancy of your home.

- 8.9 If you are a sole tenant and there is no one who qualifies to succeed in accordance with clause 8.7, the tenancy will not automatically end on death. We will charge four weeks' notice from when we are notified of the death of a tenant by someone with authority to deal with your estate and they give notice to terminate this agreement in accordance with Section 9.

9. ENDING THE TENANCY

By us

- 9.1. Whilst this tenancy continues to be an assured shorthold tenancy, we can end it by giving you at least two months' written notice under Section 21 of the Housing Act 1988, the Coronavirus Act 2020 or regulations made thereunder (as amended from time to time) (called a Notice Seeking Possession) and then obtaining and enforcing a possession order from the court. We cannot serve this type of notice in the first four months of the tenancy and the court may not make an order for possession taking effect earlier than six months from the beginning of this tenancy.
- 9.2. Although a s21 Notice provides a non-fault ground for possession, if we give you a notice requiring possession, we will explain why we are taking you to court. This could be (not exhaustive) :
- 9.2.1. because you, members of your household or visitors have been guilty of antisocial behaviour or have broken other conditions of this agreement, and have not put things right when we have warned you
- 9.2.2. because this tenancy was granted following a nomination by a local authority for temporary accommodation, and they have asked us to terminate the agreement for that temporary accommodation; or
- 9.3. We can also end your tenancy by obtaining and then enforcing a court order for possession on one of the grounds in force at the time listed in Schedule 2 of the Housing Act 1988 the Coronavirus Act 2020 or regulations made thereunder (as amended from time to time). If we decide to ask the court for a possession order, we will usually give you four weeks' written notice (a Notice of Seeking Possession). In cases involving anti-social behaviour, we can give you shorter notice and may start possession proceedings immediately. We can also start proceedings without serving you with a notice if the court allows.
- 9.4. You will continue to be an assured shorthold tenant as long as you occupy the Property as your only or principal home. If you fail to occupy the Property as your only or principal home, we can serve you with a Notice to Quit. This will give you four weeks' notice that we intend to end the tenancy before we commence possession proceedings.

By you

- 9.5. You can end the tenancy by giving us at least four weeks' notice in writing ending on a Sunday. We may accept shorter notice, or a notice ending on a different day but we are not obliged to.
- 9.6. If there is more than one tenant, notice given by any one of you will bring the tenancy to an end whether or not the other tenant has knowledge of or agrees with this.
- 9.7. The address where you must send any notices, including notices in proceedings, is Sovereign House, Basing View, Basingstoke, RG21 4FA

At the end of the Tenancy

- 9.8. You must return your keys as instructed by us e.g. by placing the keys in a key safe, by 10am on the Monday after your tenancy ends. If you return your keys any later you will be charged a full weeks rent and/or our reasonable costs of a lock change.
- 9.9. You must leave your home and any garden and outdoor space, the fixtures and fittings and any furnishings we have provided in good condition when you go. This includes ensuring your garden and outside areas are in good, clean and cultivated order, free from rubbish and any personal belongings. You must pay for repair or replacement if damage has been caused deliberately or by your own neglect. You must also compensate us for any rent loss resulting from the need for repairs.
- 9.10. You must not leave anyone else living in your home when you move out.
- 9.11. You must remove all of your personal possessions. If you leave any of your personal possessions behind, then you agree that we may dispose of them in any manner that we see fit and that we may retain any proceeds of sale or set them off against anything you owe us. You must pay to us the cost of removing or storing any of or personal possessions.
- 9.12. You must make sure your Total Weekly Rent and any other charges are paid up to the date the tenancy ends.
- 9.13. If you give or we have given you notice to end the tenancy, you must allow us to view the property by prior arrangement and show it to prospective tenants.
- 9.14. You must provide us with a forwarding address or contact details.
- 9.15. If you are evicted or abandon your home (leave without returning the keys) or still owe rent when you move out, or leave the property in a poor condition (and have not paid for repair or replacement) you will not be given another home by us in the future (unless there are very exceptional circumstances).

IT IS A TERM OF THIS TENANCY THAT YOU (OR ANYONE ACTING FOR YOU) HAVE NOT INDUCED US TO GRANT YOU THIS TENANCY BY KNOWINGLY OR RECKLESSLY MAKING FALSE STATEMENT TO US OR TO ANYONE ELSE.

I/WE HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF THIS TENANCY AGREEMENT.

IN THE CASE OF A JOINT TENANCY, EACH OF YOU MUST SIGN.

Signed by the tenant

Tenant 1 _____ **Dated** _____

Tenant 2 _____ **Dated** _____

Signed on behalf of Sovereign Housing Association Ltd.

Officer _____ **Dated** _____

Room Only Assured Shorthold Tenancy

APPENDIX

Service and Support Schedule

Service Schedule

The services shown below which are marked with an asterisk (*) are not eligible for Housing Benefit or Universal Credit

Service Charges

Click here to enter text.

Support schedule

Click here to enter text.

Special conditions

Click here to enter text.

The following pages can be removed if you need to submit evidence of your tenancy to a third party

SAMPLE

Room Only - Assured Shorthold Tenancy Agreement

This is a legal contract. It describes the rights and responsibilities of you (the tenant) and us (your landlord).

It creates an Assured Shorthold tenancy within the meaning of the Housing Act 1988

This Tenancy Agreement is between

Our Name Sovereign Housing Association Limited

(trading as Sovereign Network Group)

(referred to in this Agreement as "we", "our", or "us")

We are an exempt charity, a housing association within the meaning of section 1 of the Housing Associations Act 1985 and a registered provider of social housing under section 111 of the Housing and Regeneration Act 2008

Our Address Sovereign House, Basing View, Basingstoke, RG21 4FA

And

Your Name(s) **[Tenants]**

(referred to in this agreement as "you")

If more than one person is named as being the tenant, you will be joint tenants and references to 'you' means to both or all of you. Each tenant individually has the full responsibilities and rights set out in this Agreement

Address: This Agreement relates to Room:

[number]

(referred to in this Agreement as "Your room")

within:

[Property Address]

Tenancy Ref **[Tenancy Ref Number]**

(referred to in this Agreement as "your home" and "the property").

Description

Property Type:

[Click here to enter text.](#)

Number of Bedrooms

[Click here to enter text.](#)

Garden

[Click here to enter text.](#)

Parking

[Click here to enter text.](#)

Service Charge

Fixed

Rent Type

Choose an item.

Your home includes any balcony, garage, outbuilding, shed, fence or wall let with it.

It begins on:

You must make the following payments for your home:

Net Rent	£0
Service Charge	£[Total service charge figure]
Support Charge	£0
Heating charges <i>Not eligible for Housing Benefit or Universal Credit</i>	£0
Water charges <i>Not eligible for Housing Benefit or Universal Credit</i>	£0
Other charges	£0
Total Weekly Rent	£[Total Weekly Rent]

Not applicable unless a figure is entered below

You must in addition repay to us money that you owe to us or an associated company in respect of your occupation of a previous property. The money that you owe us is:

Former Tenancy Rent Arrears	£0
Former Tenancy Recharges	£0
Total Former Tenancy Debt	£0
Address(es)	

and the weekly payment that you **must make in addition** to your Total Weekly Rent is:

Former Tenancy Debt Payment	£0 per week
<i>Please note payments will be recorded against any Former Tenancy Rent Arrears first</i>	

Start Date [Tenancy Start Date] and is an assured shorthold weekly periodic tenancy, it can be ended by us or you can end it in one of the ways set out in this tenancy.

If you are allowed to move in before the Start Date, you agree to pay to us the following apportioned charge together with your first week's rent:

£

SAMPLE