

Sovereign Network Group

Assured Tenancy Agreement

SAMPLE

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

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

This Tenancy Agreement is between

Our Name **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

**Occupancy
Details**

Title	First Name	Surname	Date of Birth	Relationship

This Agreement relates to:

Address **[Property Address]**

[Tenancy Ref Number]

Tenancy Ref

(referred to in this Agreement as “your home”).

Description

Property Type:	[Property Type]
Number of Bedrooms	[No. of Bedrooms]
Garden	[Garden]
Parking	[Parking]
Service Charge	[Fixed] [variable]* delete as applicable
Rent Type	[Rent Type]
No pet home	[Yes/No]

The maximum number of people allowed to live in the Property is **[MAX]**.

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

It begins on:

Start Date **[Tenancy Start Date]**

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
Sewage 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
Former Tenancy Recharges
Total Former Tenancy Debt
Address(es)

£0
£0
£0

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

Former Tenancy Debt Payment
Please note payments will be recorded against any Former Tenancy Rent Arrears first

£0 per week

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

1. ASSURED PROVISIONS.....	5
2. GENERAL TERMS	5
3. PAYING FOR YOUR HOME	8
4. REPAIRING YOUR HOME	11
5. OUR RESPONSIBILITIES	14
6. YOUR RESPONSIBILITIES	14
7. YOUR RIGHTS	20
8. ENDING THE TENANCY	22

1. ASSURED PROVISIONS

- 1.1. This Agreement makes you an assured tenant.
- 1.2. As an assured tenant, as long as you continue to live in the property as your only or principal home and keep to the terms and conditions you can stay there as long as you want unless we have a legal reason (called a 'ground for possession') for you to leave or there are special reasons which mean that you must move. Examples of this include, if your home has been damaged by a storm, or we want to redevelop it or dispose of the property as part of our asset management strategy. Before we can evict you we must get a court order based on the 'grounds for possession'. This does not apply if you have stopped living in your home, in which case we can end your tenancy by serving you with a Notice to Quit.
- 1.3. You must not at any time during this tenancy be entitled to occupy other accommodation which is reasonably suitable for your occupation and would be reasonable for you to occupy. You agree to tell us immediately if you are the owner, leaseholder or tenant of another property.

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 following consultation. 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, by issuing 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 wherever you are at the time of service, or handed to 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. You must not make any alterations or additions whether internally or externally to the property, except for internal decoration without our written permission. You will need to contact us and pay the associated charges to obtain permission, which may be conditional. 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. You should let us know if your needs change or you require any adjustments to the service provided to you.

Personal information and data protection

- 2.12. Meaning of "Personal information": For the purpose of this clause personal information means any information we may hold about you (and other people who live in the property). If you have any queries about how we collect or use your personal information you should write to us. Full details of our Privacy Policy can be found at: <https://www.sovereign.org.uk/privacy-policy>
- 2.13. What we may use personal information for: By signing this Agreement you acknowledge that we will hold and use personal information relating to you. You acknowledge that we will hold and use all personal information obtained under this Agreement (or from others) for the following purposes:
- 2.13.1. to carry out our obligations under this Agreement;
 - 2.13.2. to carry out our obligations for general management of the estate and your property;
 - 2.13.3. to enforce our rights under this Agreement;
 - 2.13.4. to keep to our obligations to others we employ or deal with to carry out our responsibilities and enforce our rights under this Agreement (our obligations may be legal or contractual, including protecting their health and safety);
 - 2.13.5. to carry out our obligations to our other residents;
 - 2.13.6. to comply with any other legal obligation; and
 - 2.13.7. for research, marketing, consideration of and implementation of new services for tenants.
- 2.14. We may use your personal information in other ways to support the proper management and delivery of our business and services.

- 2.15. Who we may pass personal information to: In order for us to carry out the above purposes, you acknowledge that we may need to pass on personal information relating to you to any third party as we may decide in order to carry out the above provisions. These other people may include:
- law enforcement officers;
 - social services;
 - local authorities;
 - support agencies, and
 - professional advisers.
- 2.16. If you leave your home owing any money to us, you also acknowledge that we may pass on information about you to any debt recovery or tracing agency that we instruct to recover that debt. If you leave your home owing money in respect of electricity, gas, water, telephone or other similar charges, you agree that we may pass on your contact details to the company to whom you owe the money or any agent acting on their behalf.
- 2.17. Seeing your personal information: You have the right to inspect your file and computer information, and to record in writing any inaccuracies or disagreements. We may withhold information where we have the legal right to do so, for example:
- 2.17.1. information which identifies a third party who has not given their consent for the information to be passed on,
 - 2.17.2. information provided by an external agency on the understanding that it will not be disclosed,
 - 2.17.3. information that is the subject of legal privilege, statutory requirement, or could lead to legal action being taken against the individual or us
 - 2.17.4. information which could cause physical or mental harm to an individual,
 - 2.17.5. information which could cause commercial or financial damage to us.
- 2.18. We will tell you the legal reasons why we may have to withhold certain personal information, should you request it.

3. PAYING FOR YOUR HOME

Making payment

- 3.1 You must pay your total weekly charge, in full and on time, every week in advance. This weekly charge will usually be charged over 52 weeks (or over 53 weeks where relevant). 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 It is your responsibility to notify promptly the Council or Department for Work & Pensions (DWP) if there are any changes to your circumstances or the household which may have an effect on your benefit entitlement.
- 3.6 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.
- 3.7 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.

Social Rent

- 3.8 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

- 3.9 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

- 3.10 We will normally increase Net Rent on the first Monday on or after 1st April following the start of this Agreement and then each and every year thereafter on or around the first Monday on or after 1st April. 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.
- 3.11 We will give you at least one month's notice in writing of any change. The notice will specify the revised rent.
- 3.12 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

- 3.13 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.

- 3.14 We have set out at the start of this Agreement whether your service charges are calculated on a fixed or variable basis.
- 3.15 **Variable** - 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. 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 for the forthcoming year. With a variable service charge 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. We may charge depreciation or 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. Alternatively we may charge depreciation over a number of years.
- Fixed** - The charge will be based on either of reasonable costs incurred during the previous accounting period or of estimates for the current or next account period. The difference between any estimate and the actual cost will not be carried forward, save we may charge depreciation over a number of years.
- 3.16 We will give you at least one months' 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.
- 3.17 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.
- 3.18 We may establish a sinking/renewal funds for replacement of items 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

- 3.19 Where the building containing your home has a central utilities supply, you must read the meters as and when requested and pay to us (or an authorised third party billing agent working on behalf of 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.
- 3.20 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

- 3.21 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 repair and maintain in proper working order the structure and exterior of the dwelling 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).
- 4.2. We will also keep in repair and maintain in proper working order the following in the dwelling:
 - 4.2.1. floors, ceiling, window frames, external doors, drains, gutters and outside walls and paths;
 - 4.2.2. kitchen and bathroom fixtures as follows: basins, sinks, toilets, baths and showers;
 - 4.2.3. electrical wiring and gas and water pipes;
 - 4.2.4. heating equipment and water heating equipment;
 except for fittings gifted in accordance with Clause 4.21 below.
- 4.3. 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.
- 4.4. We will take reasonable care to maintain any communal areas around your home (including stairs, lifts, parking areas and rubbish chutes) in a condition that enables you to use them.
- 4.5. 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.
- 4.6. Where appropriate, we will paint the outside of your home at regular intervals.
- 4.7. We will do repairs within a reasonable time and in line with our published repair timescales.
- 4.8. 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. In the event that we exercise our discretion to eradicate pests which you are responsible for and have not adequately dealt with, you agree to pay us our reasonable costs of doing so.
- 4.9. We will clear up after a repair.
- 4.10. You may be required to leave your home and reside in temporary decant accommodation if necessary to carry out works to your home. You will remain liable to pay your rent under this tenancy Agreement for the duration of the decant.

Your Responsibilities

- 4.11. 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 home is broken into or vandalised, you must report it to the Police, make a crime report and get a crime reference number.

- 4.12. You must carry out small repairs to your home such as;
- 4.12.1. replacing bath plugs, sink plugs and toilet seats;
 - 4.12.2. changing the outside door locks if you have lost your keys, locked yourself out, had your keys stolen or fitted extra locks yourself.
By “outside door” we mean your personal front door, not the communal door. If you lose the keys to a communal door, you must report this to us immediately. We will arrange any necessary changes, and you may be recharged for the cost.
 - 4.12.3. unblocking sinks, drains or toilets where you have caused the blockage;
 - 4.12.4. changing fuses and maintaining your own electrical appliances;
 - 4.12.5. replacing light bulbs, including fluorescent strips and starters;
 - 4.12.6. bleeding radiators; (ask for advice before you bleed radiators as they may be part of a pressurised system)
 - 4.12.7. repairing washing machine or dishwasher plumbing that we have not provided;
 - 4.12.8. keep the boundary fencing in good repair;
 - 4.12.9. maintain and repair any garden shed, greenhouses or timber outhouses.
 - 4.12.10. There may be other repairs which are your responsibility. Please ask us. 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.
- 4.13. You must keep the inside of your home tidy, clean and in reasonable condition and redecorate where necessary.
- 4.13.1. You must not keep excess belongings in the Premises such as to pose a risk to health and safety (otherwise known as “hoarding”).
 - 4.13.2. You must comply with any requirements we impose on you as a consequence of health and safety concerns, including removing dangerous items and hoarded belongings.
 - 4.13.3. You must not use or store possessions in any loft space or cellar.
 - 4.13.4. You must not store or keep any motorbike or other motorised items or motor parts or electric e-bikes or scooters in your home or in any communal or shared areas, unless you have our express prior consent.
- 4.14. 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.
- 4.15. You must pay for repair or replacement if damage is caused deliberately by you or a member of your household 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.
- 4.16. You must allow our workers or people sent by us into your home or adjacent properties, at all reasonable hours of the day to inspect and carry out:
- 4.16.1. health and safety checks;
 - 4.16.2. annual gas and electrical safety checks (any meters will need to have credit on them to complete these checks);

- 4.16.3. servicing, maintenance, repairs, remedial works and improvements (including any works highlighted in any fire risk assessment);
 - 4.16.4. end of defects inspections of our new build homes;
 - 4.16.5. tenancy end inspection prior to moving out of your home.
- 4.17. You must also meaningfully engage with and give us access for home visits to facilitate any tenancy support you require on any issue and to discuss issues of tenancy management. We retain the right to carry out any repair, maintenance or improvement works which we decide to carry out to improve the Property or the building or estate in which the Property is situated.
- 4.18. 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.
- 4.19. 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.
- 4.20. 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.
- 4.21. You are responsible for repairing, maintaining and replacing your own equipment or any items gifted to you at the start of your tenancy (as identified in the gifting disclaimer signed by you) such as integrated appliances (e.g. Oven, hobs, washing machine, extractor fan), floor coverings, showers and any improvements/adaptations you have made yourself (which require our prior consent). For gas and hard wired electrical devices, you must organise for a qualified registered person to install or repair.
- 4.22. 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 are required to arrange your own contents insurance for anything belonging to you which is kept in your home.
- 4.23. 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.

- 4.24. You must take reasonable steps to prevent your water pipes from freezing during the winter period if you intend to be away from your home for more than a couple of days. If you have central heating, you must leave it on at a low setting.

5. OUR RESPONSIBILITIES

Possession

- 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, or where an injunction has been granted by the court, 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 with all tenants affected 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) living in or visiting your home. You are responsible in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the locality around your home. References in this section of the Agreement to 'you' also apply to anyone living with you, or visiting your home.
- 6.2. We will not allow any sort of harassment, victimisation, annoyance or nuisance towards anyone who lives in, visits, or is otherwise engaged in a lawful activity in the locality of your home, or towards any of our employees, agents or contractors in any location. Where appropriate, we will take action, within our powers and under our policies and procedures, to deal with these issues.
- 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 cause a nuisance, annoyance or disturbance to any other person.

Examples of nuisance, annoyance or disturbance include, but are not limited to:

Abuse, threats or intimidation (including by use of social media), loud music, shouting, arguing, 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.

- 6.5. You must not harass any other person, whether directly or indirectly, including but not limited to in person, in writing, and via social media. 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.

Examples of harassment include, but are not limited to:

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.

- 6.6. You must not, nor shall any member of your household or visitor use or threaten to use violence or abuse, against any other person living with you, nor against yours or their children. If you do, and that person or their children have to leave the property because of violence, or threats of violence or abuse against them, we may take steps to exclude and/or evict you from your home.

Domestic abuse includes, but is not limited to physical, sexual, emotional and financial abuse, and enforced imprisonment. If you cause or someone in the household causes domestic abuse it will be a breach of this Agreement and we may take legal action to evict you.

- 6.7. You must not use abusive language or use or threaten violence or engage in threatening or intimidating behaviour towards members of our staff, our contractors or anyone acting on our behalf or other residents.
- 6.8. You must not play loud music at any time such that it causes or is likely to cause a nuisance or annoyance to others. You must not play any music so that it is audible outside your home between the hours of 11.00pm and 7.00am.
- 6.9. You must not make false or malicious complaints about the behaviour of any other person.
- 6.10. You must not engage in any illegal or immoral activity whether in your home, in any communal area or in the locality of your home. This includes, but is not limited to, the possession, use, production, smoking, cultivating, or supply of illegal drugs.
- 6.11. You must not damage, deface or put graffiti on any of our property. You will have to pay for any repair or replacement.
- 6.12. 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.
- 6.13. You must not allow children to play on communal landings or in garage compounds.

- 6.14. You must not interfere with security and safety equipment in communal blocks. 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 not smoke or vape in any enclosed or mainly enclosed communal area.
- 6.17. You must not use any communal electricity supply for your own purposes unless you have obtained our prior written permission or when using a designated mobility scooter charging point.
- 6.18. You must keep to any 'special conditions' that are set out in the Appendix to this Agreement (if there are any) and comply with any estate rules or similar regulations and with any covenants, conditions or obligations that apply to your home or to communal areas once these are notified to you.
- 6.19. You must not use CCTV or door bell cameras which capture images or sound outside the boundary of your property. It must not be focused on other properties or communal areas. We may request the removal of cameras if we consider their placement intrusive to others. Before installing any such equipment, please refer to the ICO guidance on Domestic CCTV Systems and the Data Protection Act.

Using your home

- 6.20. You must occupy your home as your only or principal home.
- 6.21. You must not pass on your tenancy to somebody else unless:
 - a) a court has ordered you to do so; or
 - b) you are exercising the right to a mutual exchange given by this Agreement.
- 6.22. You must not sub-let or otherwise part with possession of all or any part of your home. You must not take in a lodger otherwise than in accordance with the rights given by section 7 of this Agreement. You must not use your home for Airbnb, B&B or other holiday let.
- 6.23. You must not allow more than the permitted number of persons to occupy your home. You must tell us the names and dates of birth of the people moving in or leaving the property and their relationship to you
- 6.24. You must not use your home for any purpose other than as a private dwelling. You must not carry on a trade or business from your home without our prior written consent. We will not withhold our consent unreasonably but may do so, or withdraw any consent previously given, if in our opinion your trade or business has caused or will cause a nuisance or annoyance to other persons.
- 6.25. You must tell us in writing if you are going to be away from the property for more than four weeks. You must leave a key with someone who lives nearby, tell us who that is and authorise them to release the key to us if we need to exercise our rights of access

under this Agreement. You must also provide us with a contact number, an address and the date you expect to return.

- 6.26. You must (in addition to your obligations under clauses 4.16 and 4.17) allow us into to your home at all reasonable hours of the day to inspect it to ensure that you are complying with the terms of this Agreement. You also agree that our employees, agents and contractors may take any photographs or make video and sound recordings should they need to. We will normally give you at least 24 hours' notice when we need to enter your home for this purpose.

Health and Safety

- 6.27. 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.
- 6.28. 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.
- 6.29. You must not keep mopeds or motorbikes inside your home or in indoor communal areas (entrance halls, stairs, landings). You must not store a battery-powered disabled or mobility tricycle or 4 wheeled vehicle in indoor communal areas (entrance halls, stairs, landings) without our prior written permission.
- 6.30. You must not store any quantities of inflammable or toxic materials in your home beyond those reasonably required for normal domestic use.
- 6.31. You must not use heaters that are supplied by bottled gas (except where permitted by us in an emergency) or use or store bottled gas in blocks of flats four storeys high or higher. You agree to inform us if you are keeping medicinal oxygen in your home.
- 6.32. You must not keep any firearm at your home without our prior written permission. Permission will only be given if you hold a current firearm/shotgun licence(s) and give us a copy. If you are in breach of the terms of this Agreement or if we (acting reasonably) consider that your firearm may affect the safety of our staff or other residents, we may ask you to remove it by giving you notice to do so and where necessary, revoking any permission previously given. You must comply with any such notice in the time stated.

Looking after Your Home

- 6.33. You (or anyone living with you, or visiting your home) must not cause damage or deterioration to your home, other than through fair wear and tear.
- 6.34. You must not make any alteration or improvement to your home without our prior agreement in writing. If you make alterations or improvements without our permission, we may tell you to return the property to how it was before the alteration. If you don't do this work, we will do it and you must pay to us the reasonable cost of doing so.
- 6.35. You must keep the floors covered with an appropriate floor covering and not lay any floor covering which allows the transmission of any sound, vibration or noise from your home or which is the cause of any nuisance to others. In particular, you must not lay wooden or laminate flooring in bedsits, flats or maisonettes.

- 6.36. You must only use portable washing lines on the balconies of flats and maisonettes where permitted to do so by estate rules.
- 6.37. You must not store any quantities of inflammable or toxic materials in your home beyond those reasonably required for normal domestic use. You must not use or store any flammable material on any balcony, including but not limited to BBQ fuel supplies, gas cannisters and privacy panels
- 6.38. You must keep your garden well maintained and tidy by cutting the grass aerating it if necessary, looking after any trees, shrubs and flower borders and trimming the hedges. You must pay our reasonable costs if we exercise our discretion to tidy or maintain your garden.
- 6.39. You must not plant any tree or shrub in your garden that is likely to cause damage to your home or affect neighbouring properties.
- 6.40. You must not cut down or damage any trees in your garden without our prior written consent.
- 6.41. You must ensure that drains and waste pipes are not blocked by the disposal of unsuitable matter. You agree to pay us the reasonable cost of clearing drains where this clause is breached.
- 6.42. You must occupy your home in a tenant-like-manner by taking reasonable care of the property you are renting from us. Reasonable care will include, but is not limited to:
- not damaging or neglecting your home to the point that it is beyond normal wear and tear, or becomes in a state of disrepair;
 - promptly reporting items that are in need of repair before they become in a state of disrepair;
 - looking after your home by ensuring it is well-ventilated and heated to avoid condensation, by following guidelines to maintaining airflow throughout your home and reducing excess moisture. E.g. not drying clothes in your home unless you have a way to remove excess moisture while they are drying, wiping down and removing excess condensation, placing furniture slightly away from the wall, opening the windows when cooking in the kitchen or using the bathroom;
 - keeping your home clean and tidy, and disposing of rubbish in the relevant external bins to reduce the risk of pest infestation.

Animals

- 6.43. Not to keep any pets in your home or on the Estate without first getting our permission in writing if you live in a flat above ground floor or have a home without a private garden. Such permission not to be unreasonably withheld or delayed. We will only give permission if we think (acting reasonably) that your pet is not likely to become a nuisance. We reserve the right to withdraw consent at any time if the pet does become a nuisance.
- 6.43.1. We will not allow you to keep any animal which has been classed as dangerous under the Dangerous Wild Animals Act 1976 or under the Dangerous Dogs Act 1991.
- 6.43.2. We may also revoke our permission for a pet where we believe the pet is not being cared for properly, is causing excessive wear and tear on the property or is causing or likely to cause a nuisance or annoyance to others.

- 6.44. You must make proper arrangements to dispose of animal waste and not allow it to build up at your home.
- 6.45. All animals kept at or visiting your home must:
- a) be kept in proper care and control and must not cause a nuisance to other residents and persons in the neighbourhood;
 - b) be kept under control and secured in another room when our staff and contractors are attending your home. We reserve the right to refuse to attend or complete works if you don't comply with this request;
 - c) be appropriately cared for should you be absent from your home;
 - d) not be allowed to foul in public or communal areas. Any fouling must be cleared up immediately by the responsible resident.
 - e) not damage any property belonging to us or your neighbours;
 - f) comply with any statutory or regulatory requirements for the breed, including but not limited to holding an exemption certificate and muzzling in communal and public areas;
 - g) not be in such numbers that may cause excessive wear and tear to a property, contribute to an unhygienic living environment, or a nuisance or annoyance to others.
- 6.46. Dogs must be kept on a lead in communal areas, only using such areas to access and leave the property, and must not enter children's play areas. If there are any local or national regulations relating to the keeping of your animal, you must comply with these, such as muzzling in public.
- 6.47. You also agree to pay our reasonable costs of any cleaning or repair to the property that belongs to us or other property in the neighbourhood which is necessary because of your animal's actions.
- 6.48. Certain properties may have lease restrictions or conditions that don't allow pets. These will be detailed in the "special conditions" section of your tenancy Agreement or notified to you at a later date.
- 6.49. You must ask us for permission to keep any poultry on your property. You must also check with your local council about any rules that may prevent you from keeping poultry, such as by-laws and planning restrictions.
- 6.50. We'll need to see the council's written permission before we can consider giving you permission to keep poultry. If your property is suitable we may give permission for you to keep up to six birds excluding cockerals.
- 6.51. Permission will not be granted to keep any poultry in communal gardens.
- 6.52. You are required to arrange your own pet insurance, microchipping and comply with any other legal requirements for your pet.

Vehicles

- 6.53. You (or anyone living with you, or visiting your home) must not park any boat, caravan, trailer, horse box or large or high sided commercial vehicle at your home or on any other land owned by us unless you have our prior written agreement.
- 6.54. You (or anyone living with you or visiting your home) must not park untaxed or unroadworthy vehicles on any land owned by us (other than at your home) or on the

highway outside or near to your home. You agree that we may remove any such vehicle after having given notice of our intention to do so.

- 6.55. You (or anyone living with you or visiting your home) must only park vehicles at your home where access is provided by a dropped kerb and where you have a properly constructed hardstanding.
- 6.56. You must not park a vehicle in communal areas or gardens except in a designated parking area. If you have a car parking space allocated to you, you must only park your vehicle in this space. You must not park your vehicle in spaces that have been allocated to neighbouring properties.
- 6.57. You (or anyone living with you or visiting your home) must not park on the grass verges near to your home or in a way that might obstruct the emergency services, other road or footpath users or the access to any other home or garage. You must not park excessive numbers of vehicles in the locality of the property such that it causes or is likely to cause a nuisance or annoyance to anyone else living or working in the locality of your home.
- 6.58. You (or anyone living with you or visiting your home) must not carry out any vehicle repairs at your home or on any other land owned by us except ordinary routine servicing of vehicles belonging to you or someone living with you. You must not allow engine oil or any similar substance to be poured down any drains or over any road or other surface.

7. YOUR RIGHTS

Tenant Involvement and Information

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. You should engage with and exhaust our internal complaints procedure and the Housing Ombudsman before threatening or commencing legal action.

Alterations and Improvements

- 7.5. You can do your own alterations and improvements to your home, but you must get our agreement in writing before you do so, which will not be unreasonably withheld. All work must be completed to an acceptable standard, and, where appropriate, be carried out by suitably qualified people. We reserve the right to charge you for our consent if we incur costs or expense when deciding or not to agree to the works. For the avoidance of doubt, prior written agreement is required before you do any works, including but not

limited to changing kitchens and bathrooms, removing walls, extending a property or adding a conservatory, adding a satellite dish, sheds or pergolas to a garden, laying hardwood or laminate flooring. We will never give permission for the vinyl wrapping or painting of kitchen cupboards or the laying of hardwood or laminate flooring above ground level.

You will need to provide certificates for the work where appropriate for example NICEIC or FENSA certificates. We will not refuse permission for an improvement unless there is a good reason. Our decision is final. If we agree, you may also need planning permission and building regulations approval for some improvement work. You must contact your local authority to find out. You are responsible for looking after any improvements you make.

- 7.6. In certain circumstances we may need to pay you money, for example compensation for some improvements as long as you keep to our procedure when you carry out an improvement or damages for disrepair. The amount of compensation will depend on the costs of the work and the loss of value in the improvement over time. If you are entitled to compensation, we will not pay this until you end your tenancy. We are entitled to offset any sum you owe us from any sum we owe you. Where a resident owes us money i.e. rent arrears, court costs, rechargeable repairs etc you agree that we can deduct this from any compensation payment or damages payment that is due to you.

Lodgers

- 7.7. You have the right to take in a lodger but you must first give us their details and you must not allow the permitted number of occupants at the property to be exceeded. We may carry out similar checks on them as we would for a new tenant, however it is your responsibility to carry out the 'right to rent' checks, keep the copied documents on file and record the date of the check. A lodger is someone who lives with you but wasn't part of your household when you first moved in. They must not have exclusive rights to any one part of your house and you must not allow them to place a lock on a room door to which you do not have access.

Buying your home

- 7.8. You may have the right to acquire or buy your home. If you want more information about the circumstances in which the right is available please contact us.

Mutual Exchange

- 7.9. You have the right to exchange your home with another tenant of a housing association or local authority. However, you must get our agreement in writing first. This right is subject to the following conditions:
- 7.9.1. Every tenant taking part in the exchange must be a tenant of a registered provider of social housing.
- 7.9.2. The other tenant must have the written consent of their landlord to the assignment of their tenancy.
- 7.9.3. Our prior written consent must be obtained. We can withhold our consent on one or more of the grounds set out in our policy on mutual exchanges, a copy of which will be sent to you on request.

7.9.4. Any reasonable conditions which are attached to our consent about the payment of outstanding rent, the remedying of any breach or the performing of any obligation of the tenancy must be complied with.

You must not pay or receive any money or other benefit in connection with a mutual exchange.

Homeswap

- 7.10. You also have the right to 'swap' your home with the home of certain Assured non-shorthold or Secure tenants of a registered provider of social housing by ending this tenancy and asking us to grant a new tenancy to the person you want to swap with. Before you do this, you must ask us first and obtain our permission in writing and the other person must also have obtained written permission from their landlord. We can only withhold permission on the grounds set out in Schedule 14 to the Localism Act 2011. If we do withhold permission, we will tell you why within 42 days of your request. You must not pay or receive any money or other benefit in connection with such a 'swap'.

Rights on your Death

- 7.11. On your death, your interest in the tenancy will pass automatically to any surviving joint tenant(s).
- 7.12. Otherwise, and as long as you are not a successor (as defined in Clause 7.13 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 tenancy.
- 7.13. You are a "successor" for these purposes if you:
- 7.13.1. are a person who was a joint tenant and have become a sole tenant by survivorship; or
 - 7.13.2. succeeded to the tenancy in the manner described in clause 7.12; or
 - 7.13.3. became entitled to the tenancy as mentioned in Section 39(5) of the Housing Act 1988; or
 - 7.13.4. became the tenant under the will, or on the intestacy, of a previous tenant of the property; or
 - 7.13.5. were a successor under an earlier tenancy of your home.
- 7.14. If you are a sole tenant and there is no one who qualifies to succeed in accordance with clause 7.12, 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 8.

8. ENDING THE TENANCY

By us

- 8.1. We can apply to the court for an order ending your tenancy in line with the 'grounds for possession' as set out in Schedule 2 of the Housing Act 1988 (as amended). If you stop living in your home we can end your tenancy by serving you with a 28 day notice to quit.

By you

- 8.2. You can end the tenancy by giving us at least four weeks' notice in writing ending on a Sunday. Notice given by one joint tenant, whether with or without the knowledge or agreement of the other joint tenant will end the tenancy.

Where a notice is given by a sole tenant, or both joint tenants, we may at our discretion accept a shorter notice period or a notice ending on a different day, or waive the conditions above, but are not obliged to do so.

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

- 8.3. You must return your keys as instructed by us e.g. by placing the keys in a keysafe, 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.
- 8.4. 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.
- 8.5. You must not leave anyone else living in your home when you move out.
- 8.6. You must remove all of your pets and 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 your pets or personal possessions.
- 8.7. You must make sure your Total Weekly Rent and any other charges are paid up to the date the tenancy ends.
- 8.8. 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.
- 8.9. You must provide us with a forwarding address or contact details.
- 8.10. 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 Network Group

Officer _____ **Dated** _____

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

[Service Charges]

Support schedule

[Support Schedule]

Special conditions

[Special Conditions]

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

Assured 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 tenancy within the meaning of the Housing Act 1988

This Tenancy Agreement is between

Our Name

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

This Agreement relates to:

Address

[Property Address]

Tenancy Ref

[Tenancy Ref Number]

(referred to in this Agreement as “your home”).

Description

Property Type:

[Property Type]

Number of Bedrooms

[No. of Bedrooms]

Garden

[Garden]

Parking

[Parking]

Service Charge

[Fixed] [variable]* delete as applicable

Rent Type

[Rent Type]

No pet home

[Yes/No]

The maximum number of people allowed to live in the Property is [MAX].

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

It begins on:

Start Date **[Tenancy Start Date]**

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
Sewage 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>	