

Longhurst & Havelok Homes Limited

Assured non-shorthold tenancy

SPECIMEN

Welcome to Longhurst & Havelok

We want you to enjoy living in your Longhurst & Havelok home.

We believe it is important to be clear from the start of your tenancy what you can expect of us and what we expect of you during your tenancy. This document sets out your rights and responsibilities, and our responsibilities to you as landlord under the tenancy agreement.

We want to provide you with a home and services that are high quality. We value our customers who keep to the terms of their tenancy agreement. We have set up “Just Rewards” to pay a thank-you bonus to tenants who keep to their agreement.

We want you to live in a peaceful neighbourhood free from antisocial behaviour. We expect you to look after your home and to treat your neighbours and our staff in the way that you would like to be treated. You must pay your rent and any service charge on time.

We believe these are reasonable expectations. If we don't meet our responsibilities under this agreement, we expect you to tell us so that we can put things right. If you break your side of the agreement, we will tell you and give you a chance to put things right. If you don't take this opportunity, then we will take legal action and you may lose your home. We feel this firm approach is only right to ensure that all our residents can live happily in their homes.

This assured non-shorthold tenancy agreement is between:

us, Longhurst & Havelok Homes Limited, a charitable Industrial and Provident Society, and

you, the tenant(s) _____

for the property at _____

Property type _____

The maximum number of people allowed to live in the property is _____

This tenancy starts on _____

and the total weekly rent is _____

Declaration

This is a legal agreement that sets out your rights and responsibilities and ours. By signing this agreement you are saying that:

- ✓ the information you gave on your application form was and still is true
- ✓ you have read this agreement or had it explained to you
- ✓ you understand the tenancy conditions and agree to keep to them.

Your signature	1	_____	Date	_____
	2	_____	Date	_____
	3	_____	Date	_____
	4	_____	Date	_____

Guarantor _____ Date _____

Our signature _____ Date _____

Name and position _____

It is important that you understand this tenancy agreement. Please ask us to explain it to you if anything is not clear.

Please tell us if you want a large-print version of this tenancy agreement.

Keep your copy of this tenancy agreement safe.

1 Your tenancy agreement

1.1 Explanation of some words used in the agreement

This agreement makes you an assured tenant. The words 'you' and 'your' mean the tenant or each tenant if you are joint tenants.

'Your home' means the housing accommodation, garden and any building we have let to you under this tenancy agreement.

'We', 'us' and 'our' mean Longhurst & Havelok Homes Limited.

1.2 What you are responsible for as the tenant

You are responsible for the behaviour of every adult and child living in or visiting your home, and of pets. You are responsible for them:

- in your home
- on surrounding land
- in areas that you share with other residents such as stairs, lifts, landings, entrance halls, communal gardens and parking areas
- in the neighbourhood around your home
- in any of our offices.

1.3 Your right to occupy your home

You can live in your home as long as you want to, and we will not interrupt or interfere with that, unless:

- a court gives us possession of your home because you have broken your tenancy agreement or gave false information in your housing application
- you have stopped being an assured tenant and we end the tenancy by serving a Notice to Quit
- we need to get into your home to inspect it or do emergency repairs
- we need to make the property safe because we have reasonable grounds to believe you have abandoned it
- we need to move you out to repair your home. In this case we will offer you another suitable property and we may pay compensation or help with your moving costs.

1.4 Guarantors

Any guarantor for your tenancy is responsible for making sure that you keep to the terms of this agreement, such as paying the rent when it is due. The guarantor will also be responsible for immediately putting right any breaches of this agreement.

1.5 Special tenancy conditions

Any special tenancy conditions that apply to your home are attached at the end of this agreement.

1.6 Changing this agreement

We can change the terms of this agreement in two different ways:

1. Both you and we agree in writing to the change.
2. We use the following procedure:
 - our board agrees that the change will improve the housing service or help us manage our homes better
 - we give you and all other tenants affected by the proposed change at least 28 days to make any comments, which we will consider, and
 - we serve a Notice of Variation on you saying what the change is and the date when it takes effect.

This clause does not affect our right to change the rent and any other charges you pay us under your tenancy agreement.

1.7 Notices under section 48 of the Landlord and Tenant Act 1987

Any notices mentioned in this agreement can be sent to:

Longhurst & Havelok Homes Limited
Leverett House
Gilbert Drive
Endeavour Park
Boston
Lincolnshire
PE21 7TQ

or your local Longhurst & Havelok Homes office.

Any notice we serve on you will be valid if we post or deliver it to your home or your last known address or business in the United Kingdom. You must tell us of any changes to your address.

2 Your rent

2.1 Paying rent (including service charges)

In this agreement 'rent' means the total weekly payment for the tenancy of your home and any services we provide.

Your rent is due weekly in advance every Monday. We can go to court to evict you from your home if you do not pay your rent on time.

If you become a sole tenant, you will still be responsible for any arrears even after the other tenant(s) has left the property.

The rent charged for your home, including any service charges, is:

Net rent	£
Service charges	£
Supporting People	£
Other charges	£
Total weekly rent	£

2.2 Rent review date

The rent you must pay will be reviewed each year on the first Monday in April. This is known as the 'rent review date'.

2.3 Rent increases

We may change your rent during the first year of your tenancy and once a year after that. We will always give you at least 28 days' notice in writing, which will not expire before the first Monday in April each year. The notice will tell you how much the new rent will be and when you have to start paying it.

We will use a rent formula to work out any rent increases, taking whichever of these three methods of calculation gives the highest rent increase:

1. The Retail Price Index (all prices)
2. Index of Average Earnings (national earnings)
3. up to 10% above the previous weekly rent.

If we choose method 3, we will increase the rent only by the amount necessary to cover our costs. We will consult tenants and consider their comments before changing this formula.

We can also increase your rent at any time during your tenancy if we make improvements to your home. This will not count as your annual rent increase. Before we do this we will consult you and write to you at least 28 days before you must pay the new rent. We will tell you:

- what the new rent is
- when you must start paying it, and
- what improvements we have made to your home.

2.4 Rent statements

We will provide you with regular rent account statements, at least once a year.

2.5 Services

Any services we provide in connection with your home are listed in the schedule attached to the end of this agreement. You pay a service charge for these, which has been calculated on the basis of what these

services cost to provide. This service charge is fixed and forms part of the rent you must pay.

We may change the services we provide but we will consult all tenants who receive them and consider tenants' comments first. We will give you at least 28 days' notice in writing if we increase, add to, remove, reduce or vary the services provided.

2.6 Housing benefit

If your housing benefit is paid directly to us, you must tell us and the housing benefit team straight away of any changes in your or your household's circumstances which may affect your entitlement.

You are responsible for the rent being paid, even if you receive housing benefit. It is your responsibility to check regularly that your local authority is paying your housing benefit and to keep your housing benefit claim up to date.

2.7 Money you owe from a past tenancy

You still owe Longhurst & Havelok £_____ from a past tenancy at

You must pay £_____ each week until you have cleared this debt. This is separate from your rent. You are breaking your tenancy agreement if you do not pay this, and we can go to court to evict you from your home.

2.8 Bankruptcy or insolvency

If you are declared bankrupt or insolvent, you must still pay the weekly rent for your home.

2.9 Mortgagee in Possession

If the Association Mortgages the Premises and its Mortgagee takes possession of the Premises or appoints a Receiver under the Mortgage the Mortgagee may increase the Rent by giving the Tenant not less than 4 weeks notice in writing of the increase. The Notice shall specify the Rent and the included Service Charge proposed. The Notice may be served by the Mortgagee at any time after it takes possession of the Premises or appoints a Receiver.

The amount of any increase in Rent proposed by the Mortgagee shall not be such as will increase the Rent above the level of rent which a Rent Assessment Committee would determine for the Premises if the Rent Assessment Committee has jurisdiction to determine the Rent in accordance with the Housing Act 1988 Section 14 and no such increase apart from the first by the Mortgagee shall take effect within the 12 months following any previous increase.

3 Repairs and maintenance

3.1 Reporting your repairs

You must tell us straight away about any repairs that are needed to your home and shared areas that are our responsibility.

3.2 Repairing and maintaining your home – our responsibilities

We will keep the structure and outside of your home in good condition. We will repair and keep in good working order the following where we have provided them for you:

- drains, gutters and outside pipes
- roof
- outside walls, outside doors, windowsills, window catches, sash cords and window frames, including painting and decorating outside
- inside walls, floors and ceilings, doors and door frames, door hinges and skirting boards, but not including any inside painting and decorating
- chimneys, chimney stacks and flues, including sweeping chimneys
- pathways, steps and any other access routes
- plasterwork
- garages and stores that form part of your home
- boundary walls and fences
- kitchen and bathroom fixtures and fittings, including sinks, basins, baths, toilets and waste pipes
- heating and water-heating equipment such as fitted fires, central-heating systems and fireplaces
- electrical wiring including sockets, light fittings and switches
- mains-wired smoke alarms
- gas and water pipes.

3.3 Your Right to Repair

You have a Right to Repair for some repairs that affect your health, safety or security. If we do not complete these repairs on time, you can ask us to get another contractor to do them. If the second contractor also fails to complete the repairs on time, you may be entitled to compensation. This right may not apply if you do not provide access for us to inspect the repairs or do the work.

3.4 Repairing and maintaining your home – your responsibilities

You must keep the inside of your home clean, hygienic and decorated to a reasonable standard.

You must carry out any repairs that you are responsible for, such as:

- repairing and maintaining anything you have fitted in your home
- anything you accepted responsibility for at the start of the tenancy or when the tenancy was assigned to you
- replacing toilet seats

- rewashing taps
- replacing lost keys
- reglazing windows
- repairing any damage caused by the police if they enter your home under a warrant
- repairing anything damaged by you or someone you are responsible for – this includes the effects of condensation caused by misuse of your home, such as poor ventilation, blocked air vents or unvented tumble dryers.

These lists are not meant to be complete and you can find more details on your repairs responsibilities in your tenants' handbook.

If your home is part of a building with shared areas, we will take reasonable care to keep these in good repair. This includes:

- shared entrances, halls, passageways and stairways
- shared yards and parking areas
- lifts
- electric lighting
- rubbish chutes or bin stores.

3.5 Damage

You must look after your home in a reasonable manner. You must replace or repair anything damaged deliberately or carelessly.

We will charge you for the reasonable cost of repairing anything that we believe was damaged by you or other people you are responsible for. We will also charge you for any damage caused by the police when they enter your home under a warrant. These are called rechargeable repairs. If we charge you for any repairs, we will tell you in writing:

- what you are being charged for
- how much you are being charged
- ways that you can pay
- how to appeal if you disagree with the rechargeable costs.

You must pay any money you owe us for rechargeable repairs. If you do not pay the costs in full within 28 days of the date of the invoice or the appeal decision, you must pay the costs in weekly instalments agreed by us. If you do not pay, you are breaking this agreement and we can go to court to evict you from your home.

3.6 Official visitors

You must allow us, or anyone working for us, into your home when we ask. We may need to:

- inspect your home

- carry out repairs and improvements
- check you are keeping to this tenancy agreement.

You must also let us in if we need to gain access to a neighbouring home. We will normally give you at least 24 hours' notice but in an emergency we may need to enter your home immediately.

3.7 Keeping appointments

You must keep appointments for our contractors to call at your home, or give us reasonable notice if you cannot keep the appointment. You will have to pay a reasonable call-out charge if our contractors cannot get into your home because you do not keep an appointment.

By law we must carry out gas safety checks every 12 months on any gas appliances and pipes that we provide in your home. We will make an appointment with you to do this. If you do not let us into your home to do these checks, we will get a court order to allow us to gain entry to your home. We will charge you for this.

3.8 Improvements and alterations

You must get our written permission if you want to make alterations and improvements to your home such as fit a shower, a satellite dish or more fencing. This list is not meant to be complete and you should ask us for more details before you do any work like this or make any structural changes. It is your responsibility to get any planning permission you need, and comply with building regulations.

We may apply some reasonable conditions when we give our permission.

We will not repair or maintain anything you have replaced or added.

If you make alterations without our permission or cause damage that you do not repair, we can go to court to evict you from your home.

3.9 Compensation for improvements

At the end of your tenancy you may be entitled to compensation for some approved improvements. Please ask us for more information.

3.10 Insurance

We will insure your home against fire and other risks. This insurance does not cover your personal belongings.

3.11 Gas installations

You can have a gas cooker installed provided a Gas Safe Register engineer does all the work. This includes:

- installing the cooker and associated pipe work and the initial safety test
- annual testing, and

- disconnecting the cooker at the end of your tenancy, leaving the pipe work capped off and safe.

These are legal requirements.

You must not install any other type of gas appliance.

3.12 Electrical installations

You must get permission from us before doing any electrical installation work in your home, garden or outbuildings. All electrical work must be done and certificated by a government-authorized electrical contractor.

We may apply some reasonable conditions when we give our permission but we will not refuse permission unless there is a good reason.

4 Your home

4.1 Your only or main home

You must move into the property at the start of your tenancy and use it as your only or main home.

4.2 Overcrowding

You must not allow more than the maximum number of people shown on the first page of this agreement to live in your home.

4.3 Lodgers

You can take in lodgers but you must get our written permission first. You should tell us the name, age and sex of the intended lodger, the accommodation they will occupy and how much rent you are charging them. This may affect your entitlement to housing benefit.

You must not take in lodgers if this will cause overcrowding or create an assured sub-tenancy of any part or all of your home.

4.4 Staying away from home

If you are going to be away from home for more than 28 days, you must tell us in writing first, saying:

- how long you will be away and why, as this could affect your entitlement to housing benefit
- who is looking after your home and their contact details, and
- an address where we can contact you, if possible.

If you do not tell us and we have reasonable grounds to believe that you are no longer using the property as your only or main home, we will take action to end the tenancy and serve a Notice to Quit to regain possession.

4.5 Running a business

You must get our written permission first if you want to run a business or workshop from your home. We will not give you permission:

- to run a business or workshop from any shared area
- if the business or workshop is likely to cause a nuisance or annoyance to neighbours.

4.6 Using your home

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

4.7 Paraffin and mobile gas heaters

For safety reasons you must not use or store in your home:

- paraffin or mobile gas heaters, or
- any dangerous or flammable materials, or equipment that uses these. This includes bottled gas.

4.8 Pets

Any animal living with you must not cause a nuisance or danger to people or other animals. You must:

- keep your pet under control at all times and not allow it to roam or stray
- not allow your pet to foul or damage any of our properties, including shared areas
- clean up after your pet, and
- look after your pet properly.

If we receive complaints about your pet, we may ask you to remove it from your home. If you do not do this, we can go to court for an injunction against you or to evict you from your home.

You are not allowed to breed animals in your home or to feed pigeons, or vermin.

We will not give you permission to keep any wild or dangerous animal.

If you live in a flat or maisonette you must get our written permission before keeping any animal. You may only keep a caged bird, a small caged mammal, a cat, or small amphibians or fish in a tank with a capacity not more than 12 cubic feet or 0.34 cubic metres. You are not allowed to keep dogs.

If you live in a house or bungalow, you must get our written permission before keeping any animal. You may only keep one cat **or** one dog (or one cat **and** one dog), a caged bird, or a small caged mammal, or

small amphibians or fish in a tank with a capacity more than 12 cubic feet or 0.34 cubic metres.

4.9 Exchanges

You can swap your home and tenancy with another assured or secure tenant of a registered social landlord or local authority provided you get written permission from us and the other landlord. You must not move before you get this.

We will not refuse permission without a good reason. We can also set conditions before you can move, such as asking you to put right any breach of your tenancy agreement. Please ask us for more information.

4.10 Assignment

You must not assign (transfer) your tenancy unless:

- the courts order you to do this
- you have our written permission when carrying out the right to exchange, or
- you assign the tenancy to someone who would have been entitled to succeed to your tenancy on your death. You must get our written permission before you do this.

4.11 Succession

After your death, your tenancy will pass to your partner (someone you are married to or living with as if you were married) provided:

- they had been living in your home immediately before your death
- it is their only or main home, and
- the tenancy had not already been passed on to you by succession.

If you do not have a partner or they do not want the tenancy, it can normally be passed on to another member of your household who:

- had lived with you for the year before your death
- had been looking after you,
- accepts responsibility for your dependants.

Please ask us for more information.

Any claim for succession must be made in writing to us following the death of the tenant. We will confirm in writing if we agree to the succession.

If there is a current breach of tenancy, we may refuse a right of succession to someone who is not your partner. In some cases we may also set other conditions, or may offer another home.

5 Your community

Everyone has the right to enjoy life in their own way provided it does not cause a nuisance to people living near them. A good neighbour will tolerate and understand the different lifestyles of others.

5.1 What you are responsible for

You are responsible for the behaviour of every adult and child living in or visiting your home, and of pets. You are responsible for them:

- in your home
- on surrounding land
- in areas you share with other residents such as stairs, lifts, landings, entrance halls, communal gardens and parking areas
- in the neighbourhood around your home
- in any of our offices.

5.2 Nuisance and antisocial behaviour

You and the people you are responsible for must not act in any way that causes or is likely to cause a nuisance or annoyance to anyone living, visiting or working in the neighbourhood or in any of our offices.

Examples of nuisance and antisocial behaviour include but are not limited to:

- loud music or noise
- violence or threatening or abusive behaviour
- damaging someone else's property
- dog barking and fouling
- playing ball games too close to someone else's home
- arguing and slamming doors.

5.3 Racial and other harassment

You and the people you are responsible for must not do anything to harass or cause a nuisance or annoyance to anyone because of his or her:

- racial, national or ethnic origin or colour
- religious views, sex, age, disability or sexuality or any other reason.

Examples of harassment include but are not limited to:

- racist behaviour or language
- using or threatening to use violence
- using insulting words or behaviour
- damaging or threatening to damage another person's home or possessions
- writing threatening, abusive or insulting graffiti

- doing anything that interferes with the peace, comfort or convenience of other people.

5.4 Noise

You and the other people you are responsible for must not allow any noise that may cause a nuisance or annoyance to neighbours or be heard outside your home.

5.5 Drugs and illegal substances

You and the other people you are responsible for must not supply or possess a controlled drug in your home or in the neighbourhood or use your home in connection with this.

5.6 Arrests and convictions

We can go to court to evict you from your home if you or anyone you are responsible for:

- is convicted of using your home or allowing it to be used for immoral or illegal purposes, such as drug dealing, possessing drugs, storing stolen goods or prostitution, or
- commits an arrestable offence in your home or in the neighbourhood.

5.7 Domestic violence

You must not allow or commit acts of domestic violence in your home. You must not force your partner, or other people living with you, to leave your home through your violent behaviour or threats of violence against them.

5.8 Gardens

You must keep your garden tidy and free from rubbish. You must not let it become overgrown or use it for storing scrap, furniture or appliances.

You must not grow any conifer trees in your garden.

5.9 Damage

You and the other people you are responsible for must not damage or deface or put graffiti on any property, fixtures and fittings, or areas that you share with other residents. We will charge you for the reasonable cost of putting right any damage you cause.

5.10 Rubbish

You must dispose of any rubbish or other refuse in the proper way, so that it does not create a nuisance for your neighbours or break any local byelaws.

5.11 Using shared areas

You must:

- keep shared areas clean, tidy and free from rubbish or obstruction
- not store prams, trolleys, cycles, vehicles or other belongings in shared areas unless they are specially provided for that, such as a cycle store
- not interfere with any safety or security equipment or any means of escape in shared areas
- not let any child in your care or visiting your home play in shared areas
- not keep doors open in shared areas, and
- not let strangers go into shared areas unless you have checked that they are carrying proper identification or they have given you a proper reason to be there.

5.12 Vehicles

You must not park a vehicle anywhere at your home except in a proper parking space. You must get our written permission before you park any large van, boat, trailer, caravan, or an untaxed or unroadworthy vehicle at your home, or on any shared areas.

We will remove vehicles parked on our land that are in breach of this agreement and charge the removal costs to the owner.

You must not carry out repairs other than ordinary maintenance to any vehicle at your home, on shared areas or on the road.

5.13 Malicious complaints

You must not make false or malicious complaints about other people.

6 Leaving your home and ending your tenancy

6.1 Ending your tenancy

Things you must do:

- Tell us in writing at least four weeks before you want to leave your home and give us a forwarding or contact address. This four weeks' notice must end on a Monday. If you do not give us proper notice to end your tenancy, you will still be responsible for paying the rent even after you have left.
- Return all the keys to us before midday on or before the day that your notice runs out, making sure your home is safe and secure. We will charge you a week's rent for each week or part week that the keys are overdue if you do not return the keys on time.
- Pay the rent until your tenancy legally ends, making sure you do not owe us any money.
- Take all your possessions with you, including furniture, carpets, animals and any rubbish. We will clear anything you leave behind

and charge you for the reasonable cost of disposing of it. We are not responsible for the safety of anything you leave at the property.

- Leave your home and all the fixtures and fittings we have provided in good condition when you go. If they are not in good condition, we will charge you to repair or replace them.
- Leave your home in good decorative order.
- Leave your garden tidy and free of rubbish, including scrap, furniture and appliances. We will charge you reasonable costs if we have to clear anything or do any work to tidy it for the next tenant.
- Tell any relevant agencies and services that your tenancy is ending, such as council tax, housing benefit and the utility companies.
- Clear any debt on your electricity or gas meters.

6.2 Do not leave anyone else living in your home when you move out. If you do, we will evict them and charge you legal costs. You must not pass on your tenancy to anyone else without first getting our written permission.

6.3 How we can end your tenancy

We can end your tenancy by:

- getting a court order to repossess your home under one of the grounds listed in schedule 2 to the Housing Act 1988, which are set out in your tenants' handbook, or
- giving you four weeks' notice in writing if your tenancy stops being an assured tenancy. For example, this could happen if you stopped using the property as your only or main home.

If we believe you are responsible for serious nuisance or harassment, we may apply to court on the same day that we serve a notice.

7 Other information about your tenancy

7.1 Consultation

We believe that actively involving tenants is the best way of ensuring that we provide high-quality services. We will:

- consult you and consider your views before we make any changes to how we manage or maintain your home if they are likely to substantially affect you
- encourage your participation and involvement in all aspects of the management of your home at a level you choose.

7.2 Information

We will tell you about:

- the terms of your tenancy

- our repair obligations
- our policies and procedures on consulting tenants, letting homes and transfers
- our performance as a landlord.

7.3 Charter for housing association applicants and residents

We will give you information on our housing management policies as required by the guidance issued by the Housing Corporation. We also have to meet the performance standards it sets, which are stated in the charter for housing association applicants and residents.

7.4 Right to check information

You can check some of the information we hold about you. You must give us notice if you want to do this and you may have to pay a small charge. Please contact us for more information.

7.5 Complaints

You can make a complaint if you are unhappy about anything to do with your tenancy. You can find more details about our complaints procedure and how to complain in your tenants' handbook.

If you are not satisfied with how we dealt with your complaint, you can contact the Housing Ombudsman Service. Other organisations can also help you complain such as your local citizens advice bureau, law centre, or a solicitor.

7.6 Tenants' handbook

Your tenants' handbook gives more information to help you understand your tenancy. However, it does not form part of this tenancy agreement.

7.7 Help with this agreement

It is important that you understand this tenancy agreement. It describes your rights and responsibilities as the tenant(s), as well as ours as the landlord. Please ask us to explain it to you if anything is not clear or if you want a translation. We will be happy to help.

Service Charge Schedule

You are being charged for us to provide you with the following services:

**SPECIAL
REPAIRS
AND
MAINTENANCE**

Special Tenancy Terms

Special terms and conditions that apply to this tenancy are:

SPECIAL TENANCY