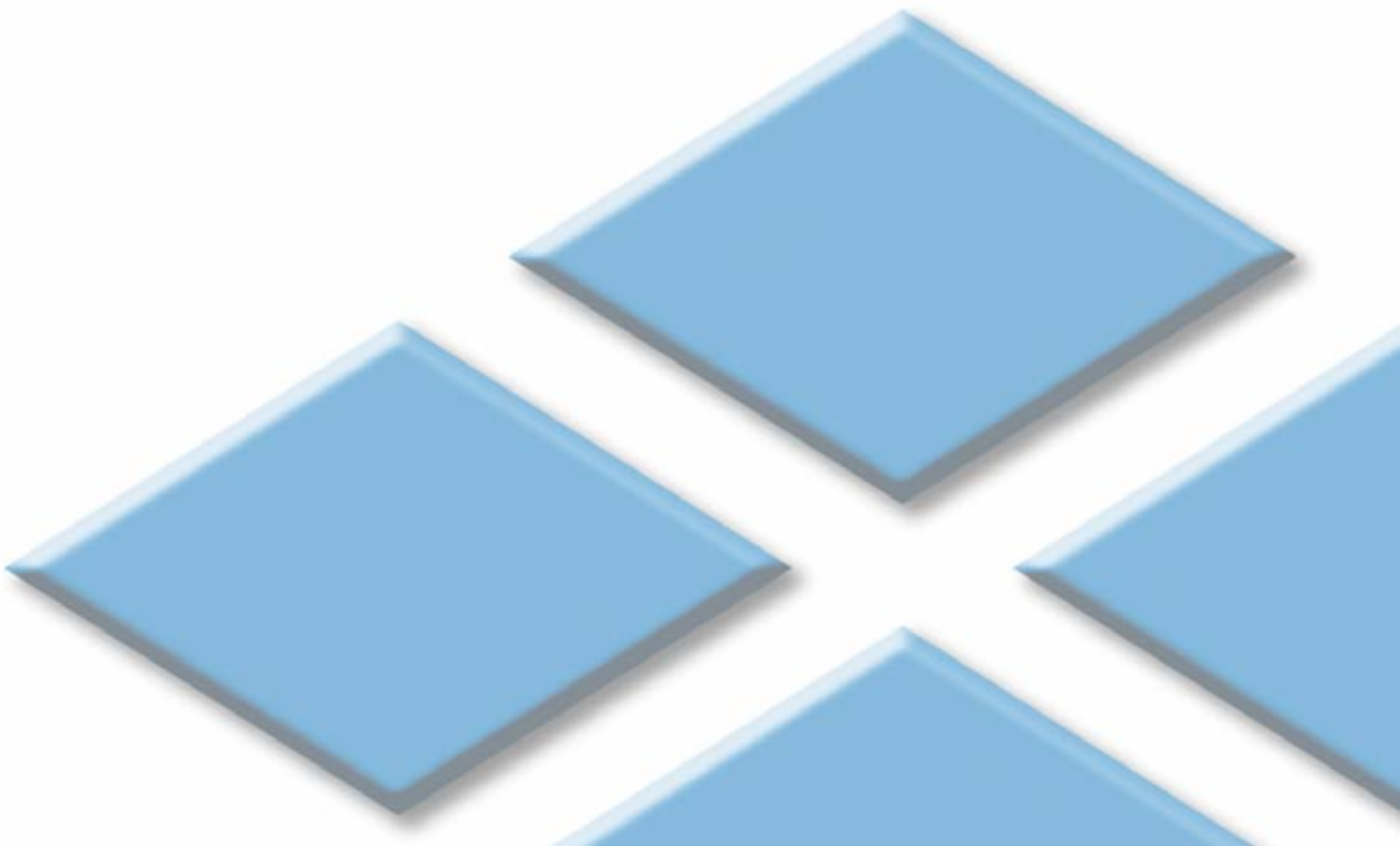




Assured (shorthold)
Tenancy Agreement
Starter Tenants



Assured (shorthold) tenancy agreement – starter tenants

THIS TENANCY AGREEMENT IS BETWEEN

Our name and address Golden Gates Housing Trust, Bank House, Sankey Street, Warrington WA1 1RH.

We are registered with the Tenant Services Authority under Sections 111 and 112 of the Housing and Regeneration Act 2008 and

Name of Tenant Date of birth
..... Date of birth
..... Date of birth

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

Address in respect of.....
..... (‘your home’)

Other than the tenant, I confirm the following people will also be living in the property.

Name	Relationship to tenant	Date of birth
.....
.....
.....
.....
.....
.....
.....

Charitable status The home that is the subject of this tenancy is held by a charity.

Support This is granted to facilitate the provision of support for you or a member of your household. 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. Because the provision of support is fundamental to this tenancy, it shall be regarded as a breach of this tenancy if you withdraw from or breach the support agreement, and in the event of such a withdrawal or breach we may take steps to end the tenancy (see Section 1, Condition [6]).

Payments for your home The weekly payments for your home at the start of this tenancy are:
 (i) rent of £ per week
 (ii) rent arrears (if any) as shown in the schedule to this tenancy agreement ('the Schedule')

Service charge (if any) £ per week
 £ per week
 £ per week

Supporting charge (if any) £ per week

Water charge £ per week

Total weekly payment (excluding any arrears as shown in the Schedule) £

Permitted number The maximum number of people allowed to live at your home is

The tenancy This tenancy begins on (the **Tenancy Start Date**) for a week and thereafter weekly until brought to an end in accordance with the provisions of this agreement, and it is an assured shorthold tenancy within the meaning of Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) the terms of which are set out in this tenancy agreement.

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

- We have started proceedings for possession against you; or
- We have served a notice under Section 21(4) of the Housing Act 1988 that we require possession and we issue proceedings for possession within two months of the expiry of this notice.

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

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

SIGNATORIES

Signed on our behalf

Print name

I/we have been given an opportunity to read the terms and conditions of this tenancy agreement. I/we understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.

Signed by the Tenant

Print name(s)

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

Date

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

Data Protection
 We will keep all your personal information on our computer systems or in a paper record in accordance with Data Protection law.
 We work with the Police and other agencies and share information in order to tackle crime and disorder and fraud issues in your neighbourhood. In these circumstances, we may have to give your personal information to other organisations, for example under the Crime and Disorder Act 1998. If an organisation asks for information about you that is not covered by Data Protection law, we will always get your permission before we disclose any personal information.

SECTION 1 – GENERAL TERMS

It is agreed as follows:

1 Payments for your home

- 1.1 The weekly rent, service, water and other charges for your home at the start of the tenancy are set out on page [2].
- 1.2 The payment of rent, water, service and other charges is due in advance on the Monday of each week.
- 1.3 The obligation to pay rent plus any agreed payments towards arrears will continue during the currency of a Debt Relief Order made under the Insolvency Act 1986 (as amended) or any successor legislation.

2 Payment of arrears

If, when this tenancy starts, you have any arrears of rent, service and other charges (as shown on the rent statement included in the Schedule to this tenancy agreement), you agree to pay off those arrears by the weekly amounts shown or otherwise agreed between you and us. If you do not make the payments, we may start court proceedings to end this tenancy, seek a money judgement or have an existing money judgement enforced. We will charge you the cost of taking you to court.

3 Services

- 3.1 We shall provide the services set out on page [2] for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on page [2].
- 3.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services.

4 Changes to rent

- 4.1 We may increase the rent on the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The

revised rent shall be the amount set out in a rent increase notice given to you by us.

- 4.2 After the first rent increase under this tenancy agreement we may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase the rent by giving you not less than one calendar month's notice in writing. The notice will specify the rent proposed.
- 4.3 You must pay the full amount shown in the rent increase notice unless we agree an alternative figure with you or you ask the Rent Assessment Committee to have a rent determined for you. If so, the maximum rent payable for the following year will be the rent so agreed between you and us or determined by the Rent Assessment Committee.

- 4.4 The "Rent Assessment Committee" is a tribunal who determines fair and market rents.

5 Changes to other charges

- 5.1 With effect from the first Monday in April after this tenancy is granted we may at any time increase your service charge (if it applies) and/or other charges which are payable by you to us under this tenancy agreement. We must give you at least one calendar month's notice in writing, but not more than once a year unless there is a change in the services provided.
- 5.2 Each year, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.
- 5.3 At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.

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

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

6 Supporting charge (where applicable)

- 6.1 If you are provided with support services (indicated by a 'Supporting charge' on page [2] of this tenancy agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:
 - maintaining the security of your home
 - maintaining the safety of your home
 - standard of conduct required
 - paying the rent
 - maintaining your home in an appropriate condition
 - giving up the tenancy at the appropriate time
 - contact with others to ensure your welfare
 - other support services (excluding personal care).

We may vary the support and counselling fees at any time by giving you at least one calendar month's notice in writing of the new charge. We will usually do this when we increase your rent each year. In varying the support and counselling fees, we will limit any increase in charges

for the support services provided with reference to the level of charges approved by the Supporting People Administering Authority.

- 6.2 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.
- 6.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in Condition 6.1, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services. You must pay for that support in accordance with that separate agreement and in addition to any rent or service charge which is payable in accordance with this tenancy agreement.

7 Service of notices

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

Golden Gates Housing Trust, Bank House, Sankey Street, Warrington, WA1 1RH
- 7.2 Any legal notice, or any other communication arising from this tenancy agreement, shall be validly served on you if posted or delivered to or left at your home or last known address.

8 Altering this tenancy agreement

Except for any changes in rent or other charges or where permitted under future legislation, this tenancy agreement may be altered only with the written permission of both you and us.

SECTION 2 – OUR RESPONSIBILITIES

We agree:

1 Possession

To give you possession of your home at the start of the tenancy.

2 Tenant's right to occupy

Not to interrupt or interfere with your right peacefully to occupy your home except where:

- 2.1 access is required (under Section 3, Conditions 10 and 16) to inspect the condition of your (or adjoining) home or furniture or gas appliances or to carry out repairs or other works to your (or adjoining) home or otherwise to enable us to comply with our obligations under this tenancy agreement, or
- 2.2 we are entitled to possession at the end of the tenancy.

3 Repair of structure and exterior

To keep in good repair the structure and exterior of your home including:

- 3.1 drains, gutters and external pipes
- 3.2 the roof
- 3.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating
- 3.4 outside glazing (when breakage is caused by structural fault or vandalism)
- 3.5 internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration
- 3.6 chimneys, chimney stacks and flues but not including sweeping
- 3.7 pathways, steps or other means of access
- 3.8 plasterwork
- 3.9 integral garages and stores
- 3.10 boundary walls and fences.

4 Repair of installations

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

- 4.1 basins, sinks, baths, toilets, flushing systems and water pipes
- 4.2 electric wiring including sockets and switches, gas pipes and water pipes
- 4.3 water heaters, fireplaces, fitted fires and central heating installations.

5 Repair of shared areas

In flats and maisonettes to keep the entrance, halls, stairways, lifts, passageways, communal lighting, fire safety equipment and other shared areas and services provided by us in reasonable repair and condition.

6 Major works

To consult you before major works or improvements are carried out to your home.

7 Gas servicing

To inspect and service any gas appliances (which we own) on an annual basis.

8 Information and consultation

To consult you on changes to housing management which are likely to substantially affect you. We will allow you reasonable time to comment and will consider any comments received on time before making a decision. More details can be found in the Tenants' Handbook.

- 8.1 To make available to you a copy of the Tenants' Handbook at the start of the tenancy.

9 Permissions

Not to unreasonably delay or refuse permission without good reason where this tenancy agreement states that our consent or permission is needed. Any consent or permission we give will be in

writing. In some circumstances, we will give our consent or permission subject to certain reasonable conditions.

10 Insurance

To insure your home (that is, the building) and any fixtures in it that belong to us. We are not responsible for insuring your contents or personal belongings.

SECTION 3 – YOUR RESPONSIBILITIES

You agree:

1 Possession

To take possession of your home at the start of the tenancy and not to part with possession of your home or sub-let the whole of it.

2 Payments

- 2.1 To pay weekly in advance the rent, water and (if applicable) service charge, supporting charge and/or any other charges payable by you to us under this tenancy agreement.
- 2.2 To meet all outgoings applying to your home including water charges and electric and other costs whether metered or billed.

3 Use of your home

- 3.1 To use it as your only or main home.
- 3.2 Not to cause (or allow anyone living in or visiting your home to cause) any damage (except for fair wear and tear) to your home or to any other property in the local area (this includes graffiti).
- 3.3 To immediately repair any damage that you have (or anyone living in or visiting your home has) caused. If we have to repair any damage caused by you or anyone living in or visiting your home, you must pay our reasonable costs which we may reasonably incur.
- 3.4 Not to run (or allow anyone to run) a business from your home, or display any notice or sign about a business, unless you get our written permission first.

- 3.5 To be held responsible for the behaviour of all people living in or visiting your home.
 - 3.6 Not to allow anyone living in or visiting your home to do anything which you are not allowed to do under the terms of this tenancy agreement.
 - 3.7 Not to obstruct any parts of the building or estate (including roadways and other vehicular access) that you share with other tenants and to use those parts with due regard for the convenience and safety of others.
 - 3.8 Not to allow your home to become overcrowded. The maximum number of people who can live in your home is shown on page [2] of this tenancy agreement.
 - 3.9 To let us know, and if possible in advance, if you are going to be away from your home for more than 28 days in a row.
 - 3.10 Not to sleep in a room that has an open fuel gas appliance unless we agree in writing.
 - 3.11 Not to store fuel or other materials that burn easily in your home, garage, shed or other outbuilding unless they are reasonably required for domestic use. You must not fit or use in your home any gas, oil or paraffin heater that does not vent to the outside of your home unless you get our written permission first. You must not store liquid petroleum gas in your home.
 - 3.12 Not to tamper with the gas, electricity or water supplies or meters.
- #### 4 Antisocial Behaviour
- 4.1 Not to (or allow anyone living in or visiting your home, including children and pets to) do any of the following:
 - cause a nuisance, disturb or annoy anyone in the local area (for example by playing loud music or making too much noise)
 - harass anyone in the local area because of their race, nationality,

religion, belief, sex, sexuality, disability or HIV status

- harass, threaten or use violence towards anyone in the local area, any of our employees, contractors or agents, or anyone living in or visiting your home
- use your home for any criminal, immoral or illegal purpose
- threaten, abuse or commit any act of intimidation, harassment or violence including mental, financial, emotional or sexual abuse against any other person living in your home, including any joint tenant
- display or cause to be displayed in any part of the premises, any poster, message or communication of any type whatsoever of an offensive or obscene nature.

If you or anyone living in or visiting your home causes a nuisance, disturbs or annoys anyone in the local area or behaves in an antisocial way, we may take legal action to evict you.

If you or anyone living in or visiting your home is convicted of using it for immoral or illegal purposes, we may take legal action to evict you.

If you or anyone living in or visiting your home is convicted of any criminal offence committed in your home or in the local area, we may take action to evict you.

- 4.2 Not to (or allow anyone living in or visiting your home to) use your home for the taking, supply, production of or storage of drugs unless they are being stored for lawful prescribed medical use. If there is any breach of this Condition, we may take action to evict you.
- 4.3 Not to (or allow anyone living in or visiting your home to) do anything that could cause a danger to anyone in your home or in the local area.
- 4.4 To pay our reasonable costs which we have incurred because you have failed to comply with this Condition 4.

5 Animals

- 5.1 Not to keep animals or pets in your home (except for a guide dog or small caged pets) unless we agree otherwise in writing. If we give you our written permission, that animal or pet must not cause a nuisance in the local area, and you must look after it well.
- 5.2 Not to allow any dangerous dog, as defined by the Dangerous Dog Act 1991 or other relevant law, to live in your home.
- 5.3 To clean up after your pet or animal, or any pet or animal belonging to someone living with or visiting you. This includes cleaning up after your pet or animal has fouled in any shared or public spaces.

6 Internal decoration and glazing

To keep the interior of your home (including any glazing unless it is our responsibility as set out in Section 2, Condition 3.4) in good and clean condition and to decorate all internal parts of your home as often as is necessary to keep them in good decorative order.

7 Gardens & other external areas

- 7.1 To maintain and keep any garden let as part of your home tidy. If you fail to keep your garden tidy and free from rubbish we will request in writing that you do so and may charge you for any work we have to do because you have broken this Condition.
- 7.2 Not to, without our prior written permission:
- 7.2.1 erect any structure in your garden or other open spaces
- 7.2.2 remove, replace or plant any hedge, tree, or remove, alter or erect any fence or wall.

8 Damage or neglect

To make good any damage (except for fair wear and tear) or neglect to your home or our fixtures and fittings or to the shared areas caused by you or any member of your household or any visitor

to your home. If you do not comply with this Condition we may undertake such works as we determine to be necessary ourselves, and you will be required to pay our reasonable costs reasonably incurred by us in carrying out such works.

9 Reporting disrepair

To report to us promptly any disrepair or defect for which we are responsible in your home or any shared areas.

10 Letting us into your home

To allow anybody we send to your home, as long as they show you suitable ID, to do any of the following:

- inspect your home or any surrounding property
- repair your home or any surrounding property
- improve your home or any surrounding property
- carry out work that we consider necessary to make sure your home and surrounding properties do not put you or anyone else at risk (this includes carrying out a safety check of gas appliances each year)
- get rid of pests (such as insects and vermin) from, or any harmful, poisonous or unpleasant substances in, your home, a neighbour's home or any shared area
- remove any rubbish, refuse, rotting food or other similar matter that is in your home and that we in our sole discretion do not consider to be suitable for a home.

Except in an emergency, we will give you reasonable notice of any such visit.

In an emergency, we or anybody we send to your home will do what is reasonably possible to contact you but in any event we or they will have the right to:

- enter your home, using reasonable force if necessary
- do any necessary work to your home and to any of your neighbours' homes

- do any necessary work to shared areas near your home.

If the emergency was caused by something that you or anyone living in or visiting your home did or failed to do, we can claim our reasonable costs of taking any necessary action from you which we have reasonably incurred.

If you do not allow us into your home, you could be putting yourself and your neighbours in danger.

We can take legal action to enter your home and you may have to pay our legal costs.

11 Parking

- 11.1 To park (or allow anyone living in or visiting your home to park) only private motor vehicle(s) on the estate, and only in the parking areas provided.
- 11.2 Not to park (or allow anyone living in or visiting your home to park) any car, commercial vehicle or any other vehicle on the approaches or on the estate roads so that they might be a danger, nuisance and annoyance to neighbours or other residents on the estate.
- 11.3 Not to park (or allow anyone living in or visiting your home to park) any unroadworthy vehicle on parking areas or communal areas.
- 11.4 Not to carry out (or allow anyone living in or visiting your home to carry out) any major vehicle repairs on the land or road around your home or in any shared parking areas.
- 11.5 To get our prior written permission before you or anyone living in or visiting your home parks any heavy goods vehicle, public service vehicle, trade or commercial vehicle, caravan, boat or similar item on any land belonging to us.

12 Assignment

Not to assign the tenancy except in furtherance of a court order or with our prior written permission when exercising the right to exchange set out in Section 4, Condition 10 or assigning the tenancy to someone who would have been qualified under Section 4, Condition 13 below to succeed to the tenancy if you had died.

13 Lodgers

Not to take in lodgers unless and until this tenancy has become an assured (non-shorthold) tenancy or unless you have our prior written consent. Once the tenancy is an assured (non-shorthold) tenancy, to tell us on request of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.

14 Sub-letting

- 14.1 Not to grant a sub-tenancy of the whole of your home.
- 14.2 Not to grant a sub-tenancy of any part of your home without first obtaining our prior written permission. We may give permission subject to reasonable conditions.

15 Ending your tenancy

- 15.1 To do the following when you want to end this tenancy:
- give us at least 4 weeks' notice in writing, ending on a Sunday. If you have a joint tenancy, only one tenant needs to give notice to end your tenancy,
 - give us details of your next address for our records, and
 - arrange to have your meters read, turn off your water supply and leave the electrical and gas equipment in a safe condition.
- 15.2 To do the following when you leave your home at the end of the tenancy:
- return all keys to your home to us by midday on the Monday immediately

following the termination date; if you return the keys late, we may charge you any costs we incur due to delayed re-letting of your home and replacing the lock and keys,

- not to leave anyone living in your home at the end of the tenancy,
- take all your furniture and belongings with you,
- remove all rubbish from your home (including the garden) and leave your home in a clean and good condition and reasonably decorated. If you do not do this, we may charge you the cost of us doing it.

We will not be responsible for anything you leave behind in your home. We have your agreement to remove any goods or items you leave at your home and store them for a maximum of 4 weeks. We will notify you at the last known address. If the items are not collected within 4 weeks you agree that we may dispose of the items and keep the proceeds.

16 Furniture

We may provide you with some furniture in your home. Any furniture we provide is listed in Section 7 of this tenancy agreement.

If we provide furniture, the following will apply:

- you must not remove any furniture we have provided without our prior written permission
- the furniture package provided to you will stay in your home for at least three years; after that we will review the arrangement of furniture provision
- if any of the furniture we provide is damaged during the duration of your tenancy you must tell us immediately
- if your home is burgled and any items we provided are stolen you must report this to the Police; if you do not report the matter to the Police, we may charge you the cost of replacing the stolen furniture which we provided

- you must let our staff enter your home from time to time to inspect the furniture we have provided
- if you do not meet your obligations towards the furniture and appliances we have provided we may remove them and your tenancy will continue as an unfurnished tenancy
- we may add an extra charge to your rent account to cover the cost of us providing the furniture
- at the end of your tenancy, a member of staff will visit you to check the condition of the furniture; if any items are missing or damaged (except for fair wear and tear) we may charge you for the cost to replace them.

SECTION 4 – YOUR RIGHTS

Your have the following rights:

1 Right to occupy

- 1.1 You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligation contained in this tenancy agreement to give access to our employees or contractors).
- 1.2 Your right to occupy your home is at risk if you do not comply with the terms of this tenancy agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

2 Tenure

- 2.1 We can end this tenancy under Section 21 of the Housing Act 1988. An order for possession under Section 21 cannot take effect until six months after the Tenancy Start Date. (Section 21 will only apply while this tenancy remains an assured shorthold tenancy).
- 2.2 If your tenancy becomes an assured (non-shorthold) tenancy, you shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy by obtaining a

court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).

- 2.3 We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in Section 6 below. This means we will not use grounds 1, 2, 3, 4, 5, 6, 8 or 11.
- 2.4 If this tenancy has been demoted, we may ask the court to make a possession order under other provisions of the Housing Act 1988. These give the court limited rights to refuse a possession order.
- 2.5 As well as seeking a possession and/or a demotion order, we can ask the court for an injunction, which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.
- ### 3 Cessation of assured tenancy
- If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you four weeks' notice in writing.
- ### 4 Right to take in lodgers and sub-let part of your home
- 4.1 You must not take in lodgers unless and until this tenancy has become an assured (non-shorthold) tenancy or unless you have our permission in writing. After that time you may take in any persons as lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see page [2]).

4.2 As long as you first get our written permission, you may sublet part of your home. We may give permission subject to reasonable conditions. We will not normally give our permission while this tenancy remains an assured shorthold tenancy.

5 Right to make improvements

You do not have the right to improve your home unless and until this tenancy has become an assured (non-shorthold) tenancy. After that time you may make improvements, alterations and additions to your home including putting up a television aerial, external decoration and additions to, or alterations in, our installations, fixtures and fittings, provided that you have first obtained our written permission and all other necessary approvals (for example, planning permission or building regulations approval). We shall not unreasonably withhold our permission but may make it conditional upon the work's being carried out to a certain standard. Failure to seek our permission or to comply with our conditions shall be a breach of your obligations under this tenancy.

6 Compensation for improvements

You do not have the right to claim compensation for improvements unless and until this tenancy has become an assured (non-shorthold) tenancy. After that time you have the right to claim compensation for certain improvements which you have made to your home after a certain date. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

7 Right to repair

You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a

specified timescale. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales.

8 Right to consultation

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

9 Right to information

9.1 You have a right to get information from us about the terms of this tenancy and about the repairs we are responsible for, our policies and procedures on consulting tenants, housing allocation and transfers, and our performance as a landlord.

10 Right to exchange

10.1 You do not have the right to exchange unless and until this tenancy has become an assured (non-shorthold) tenancy. After that time you have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority as long as you get our written permission first. We will only refuse permission in the same circumstances where a council landlord would be able to refuse permission.

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

11 Complaints

We shall establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The complaints procedure shall be in line with the requirements of the Tenant Services Authority as laid down from time to time. We shall provide you with details of the

complaints procedure at the start of the tenancy and then tell you about any changes.

If you are still not satisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman.

12 Right to acquire

You have the right to acquire your home under the Housing and Regeneration Act 2008, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you will not be able to exercise this right. We can tell you which properties are excluded from the right to acquire.

13 Right to pass on your tenancy when you die (succession)

13.1 On your death the following people will automatically succeed to (take over) this tenancy:

13.1.1 any surviving joint tenant(s) if they occupied your home as their only or main home at the time you died,

13.1.2 If there is no surviving joint tenant, your partner (whether or not married to you including a same-sex partner) as long as they lived in your home as their only or main home at the time you died, or

13.1.3 If there is no joint tenant or partner (see Condition 13.1.1 and 13.1.2 above) who was living with you at the time you die, a member of your family who was living with you in your home (as their only or main home) at the date of your death and for at least twelve months prior to your death.

13.2 If your home has been specially adapted and no one living in your home needs that adaptation or if the person entitled to a new tenancy is not your partner or joint tenant and your home will be larger than they reasonably require, we may offer them a tenancy of another suitable property owned by us. The new tenancy will be on the same terms and conditions

as this tenancy apart from the succession rights, the rent and other charges payable under the tenancy.

13.3 A claim under Condition 13.1 above should be made in writing within 6 months of the tenant's death (at our discretion, we may allow a longer period). If more than one person claims the tenancy under Condition 13.1.3, then they must decide between themselves who should be entitled to succeed to this tenancy. If they cannot agree, we will decide.

13.4 If inheritance rules do not allow someone who qualifies under Condition 13.1 above to take over this tenancy, we may use Ground 7 to end this tenancy agreement and grant that person new tenancy of your home. The new tenancy agreement will be on the same terms as this tenancy other than in relation to succession rights.

13.5 If you have already succeeded to this tenancy (either under this Condition 13 or similar right contained in a previous tenancy which we granted) you will not be able to pass on your tenancy under this Condition 13.

14 Housing management

To provide you with information on our housing management policies as required by the guidance issued by the Tenant Services Authority under the provisions of Section 193 of the Housing and Regeneration Act 2008.

SECTION 5 – WHAT WE CAN DO IF YOU DO NOT COMPLY WITH THIS TENANCY AGREEMENT

1 Court order

1.1 We can end this tenancy under Section 21 of the Housing Act 1988. An order for possession under Section 21 cannot take effect until six months after the Tenancy Start Date. (Section 21 will only apply while this tenancy remains an assured shorthold tenancy).

- 1.2 If your tenancy becomes an assured (non-shorthold) tenancy, as long as you are an assured tenant, we can only end the tenancy if we get a court order on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). The court will only make an order if we have served you with a written notice which complies with legislation or the court agrees it is just and equitable to dispense with service of such a notice. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).
- 1.3 If we intend to seek a demotion order we will give you two weeks' notice in writing unless the court has allowed us to go ahead without serving notice on you.
- 1.4 If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you four weeks' notice in writing unless:
- we are using grounds 14 or 14A when the notice may be less than 4 weeks; or
 - we are using grounds 7, 9 or 16 when we may agree to give 2 month's notice; or
 - where the court in exceptional circumstances has allowed us to go ahead without serving notice on you.
- 1.5 We agree that, unless this tenancy has been demoted, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in Section 6 below. This means we will not use grounds 1, 2, 3, 4, 5, 6, 8 or 11.
- 1.6 If this tenancy has been demoted, we may ask the court to make a possession order under other provisions of the Housing Act 1988. These give the court limited rights to refuse a possession order.

2 Injunctions

We reserve the right to seek injunctions (which may include a power of arrest and an exclusion order) to require you to comply with, or to stop you breaching, your obligations under this tenancy agreement. This may be in addition or as an alternative to any possession proceedings under the grounds set out in Section 6 below.

SECTION 6 – GROUNDS FOR POSSESSION

Schedule 2 of the Housing Act 1988 - Grounds for Possession of Dwelling- houses let on Assured Tenancies

Part I Grounds on which court must order possession

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

We will only seek to recover possession of your home on this ground in the circumstances explained in Section 4, Condition 13.

Part II Grounds on which court may order possession

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

We will only seek to recover possession of your home on this ground if in addition we can show that:

- a we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/ or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession, or*
- b your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person, or*
- c your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs, or*
- d your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence, or*
- e premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property, or*

- f a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy provided that we commence proceedings for possession within twelve months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:*
 - i The age of the person succeeding to your tenancy*
 - ii The period during which the person succeeding to your tenancy occupied the property with you as their only or principal home*
 - iii Any financial or other support given to you by the person succeeding to your tenancy.*

Ground 10

Some rent lawfully due from the tenant -

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of Section 8 of this Act applies, was in arrears at the date of the service of the notice under that Section relating to those proceedings.

Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13

The condition of the dwellinghouse or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwellinghouse and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Bank House
Sankey Street
Warrington
WA1 1RH.

T: 0800 25 26 27

F: 0870 330 5700

E: info@gght.org.uk

W: www.gght.org.uk



A leading housing provider creating quality homes and neighbourhoods where people want to live.

If you would like this Tenancy Agreement in another format, we can change it into:

Any other language

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And many more...

Please just contact a member of
staff at Golden Gates Housing
Trust free on 0800 25 26 27

यदि आपकी विजयेंद्रगी को इस सम्झौते को किसी हिन्दी में चाहिए तो कृपया गोल्डन गेट्स हाउसिंग ट्रस्ट को किसी भीभाषा में साध सुफल टेलीफोन नम्बर 0800 25 26 27 सम्पर्क करें।

(Hindi)

تہ گھر نام (پیکچورٹھی بہ کریں) گرتن/بہت بہ زمانہ کی تر دعوت ہمارا کتابچہ پھر مندی بکہ بہ غورمانہ پڑھی (گولڈن گیت ہی خانہ پورہ) وہ بہ شمارہ ہی تہ لغزنی خوریابی 0800252627

(Urdu)

Jeśli chcieliby Państwo otrzymać niniejszą umowę najmu (Tenancy Agreement) w innym języku, prosimy skontaktować się z pracownikiem Funduszu Mieszkaniowego Golden Gates (Housing Trust) pod bezpłatnym numerem telefonu 0800 25 26 27.

(Polish)

Если вы хотите получить данный Контракт на аренду жилья на любом другом языке, обратитесь к служащему жилищного кооператива Голден Гейтс (Golden Gates) по бесплатному телефону 0800 25 26 27.

(Russian)

Eğer bu Kira Sözleşmesi'ni başka bir dille de istiyorsanız lütfen Golden Gates Konut Vakfı personelinde birisiyle 0800 25 26 27 numaralı ücretsiz telefondan irtibata geçiniz.

(Turkish)

اگر آپ کو کرایہ داری کا یہ معاہدہ کسی دوسری زبان میں مطلوب ہے تو براہ کرم گولڈن گیتس ہاؤسنگ ٹرسٹ کے اسٹاف سے 0800 25 26 27 پر مفت رابطہ کریں۔

(Urdu)