

# **ASSURED TENANCY AGREEMENT FOR SHELTERED HOUSING**



## **THIS TENANCY AGREEMENT IS BETWEEN**

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**Name and Address of Association**

**Witham Housing Association (The Association)  
Podsbrook House  
Guithavon Street  
Witham  
Essex  
CM8 1DR**

Which is a registered provider of social housing under the Housing & Regeneration Act 2008.

**Name of Tenant(s)**

(In cases of joint Tenants, the term “Tenant” applies to each of them and the names of all joint Tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this Agreement).

**Address**

In respect of:

**Description of Premises**

Which comprises:  
The dwelling that is the subject of this tenancy is held by (the Association in trust for) a charity that is an exempt charity.

**Date of Start of Tenancy**

The Tenancy begins on:

for an initial term of one month and continuing thereafter until determined, and is an assured non shorthold tenancy, the terms of which are set out in this Agreement.

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## GENERAL TERMS

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### **1 It Is Agreed as Follows: -**

#### **Payments for The Premises**

- (1) The monthly payments for the Premises at the date of this Agreement shall be:-

Net Rent

Service Charge\*

Non eligible Service Charge (heating/hot water)

Support Charge

**Total Payable**

In this Agreement the term “rent” refers to the sum of the net rent and other service charges set out above, or as varied from time to time in accordance with this Agreement.

- (2) The payment of monthly rent and service charges are due in advance on the **1<sup>st</sup> day** of each month.

#### **Services**

- (3) The Association shall provide the following services in connection with the Premises for which the Tenant shall pay a service charge\*:-

**As per the attached schedule**

The Association may, following consultation with tenants affected, increase, add to, remove, reduce or vary the services provided.

**Changes In Rent**

- (4) During the first year after the grant of this Tenancy the Association may vary the Rent once only by giving the Tenant one calendar months' notice in writing. The notice shall specify the rent proposed. Thereafter the association may vary the Rent by giving the Tenant no less than one calendar months' notice in writing. The notice shall specify the rent proposed. The Rent shall not be increased within 52 weeks of the previous increase. The revised Rent shall be the amount specified in the notice of increase unless the Tenant refers the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum Rent payable for the following year shall be the Rent so determined.

**Housing Benefit Repayment**

- (5) The Tenant is required to pay to the Association, within 28 days of demand, any rent due as a result of the Association being required to pay back to the Local Authority, any over payment of housing benefit.

**Service of Notices**

- (6) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Association for the receipt of legal notices, and any other communication arising from this Agreement is:-

**Witham Housing Association  
Podsbrook House  
Guithavon Street  
Witham  
Essex CM8 1DR**

Any legal notice, or any other communication arising from this Agreement, shall be validly served on the Tenant if posted or delivered to the Premises.

**Council Tax and Other Charges**

- (7) The Tenant shall be responsible for payment of any Council Tax due in respect of the Premises direct to the Local Authority in whose area the Premises are situated. The water charge, payable by the Tenant shall be the actual amount

payable for the Premises. Any increase or decrease in the amount of water charges\* payable by the Tenant is due immediately upon receipt of written notice served by the Association\*.

**Altering the Agreement**

- (8) With the exception of any changes in rent, service or water charges, this Agreement may only be altered with the consent in writing of both the Tenant and the Association.

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**THE ASSOCIATION'S OBLIGATIONS**

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**2 The Association Agrees: -**

**Possession**

- (1) To give the Tenant possession of the Premises at the commencement of the Tenancy.

**Tenant's Right to Occupy**

- (2) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where: -
- (i) Access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property.

Or

- (ii) The Association is entitled to possession at the end of the tenancy.

**Repair Of Structure And Exterior**

- (3) To keep in good repair, the structure and exterior of the Premises including: -
- (i) Drains, gutters, and external pipes.

- (ii) The roof.
- (iii) Outside walls, outside doors, windowsills, window catches, sash cords and window frames, including necessary external painting and decorating.
- (iv) Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards, but not including internal painting and decoration.
- (v) Chimneys, chimney stacks and flues, but not including sweeping.
- (vi) Pathways, steps or other means of access.
- (vii) Plasterwork.
- (viii) Integral garages and stores.
- (ix) Boundary walls and fences.

## **Repair Of Installations**

- (4) To keep in good repair and proper working order any installations provided by the Association for space heating, water heating and sanitation, and for the supply of water, gas, electricity, including: -
  - (i) Basins, sinks, baths, toilets, flushing systems and water pipes.
  - (ii) Electric wiring including sockets and switches, gas pipes and water pipes.
  - (iii) Water heaters, fireplaces, fitted fires and central heating installations.

- Repair Of Common Parts** (5) To take reasonable care to keep the common entrances, halls, stairways, lifts, passageways, and other common parts, including electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers of and visitors to the Premises.
- External Decorations** (6) To keep the exterior of the Premises and any common parts in a good state of decoration.
- Tenant's Charter** (7) To provide the Tenant with information on its Housing Management Policies as required by the guidance issued by the Tenant Services Authority (the Tenants' Charter) under the provision of Section 36 of the Housing Act 1996.
- Insurance** (8) To keep the dwelling fully insured against loss and damage by fire and other risks covered by a normal Building Insurance Policy.
- Support** (9) To provide support to the tenant(s) under the terms set out in their Support Plan or through the relevant agency.
- Succession to Partner** (10) On the death of a sole Tenant who is not a Successor, that the Tenancy will pass to the Tenant's partner (whether or not married to the tenant, and including a same-sex partner) under the provisions of the Housing Act 1998 provided that he or she occupies the Premises as his or her only or principal home at the time of the Tenant's death.

A Successor is: -

- (a) a partner in whom the Tenancy was vested under this clause;  
or
- (b) a person by whom the Tenancy was inherited  
or
- (c) a person that would have been entitled to succeed had the previous Tenant died and to whom the Tenancy was assigned under clause 3(15)  
or
- (d) a Tenant by survivorship when one of two or more joint Tenants has died.

**Succession other than to Spouse**

- (11) On the death of a sole Tenant who is not a Successor as defined in clause 2(10), to seek possession underground 7 of Schedule 2 of the Housing Act 1988 only if the person inherits the tenancy:
  - (i) is not a member of the Tenant's household?  
or
  - (ii) did not reside with the Tenant for the twelve months preceding the Tenant's death;  
or
  - (iii) did not occupy the Property as his or her only or principal home at the time of the Tenant's death;  
or
  - (iv) will not agree in writing to abide by the terms of this Tenancy.

The Association may seek possession if, six months after the death of the Tenant, there has been no grant of probate or letters of administration.

## THE TENANT'S OBLIGATIONS

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### **3 The Tenant Agrees: -**

- Possession** (1) To take Possession of the Premises at the commencement of the Tenancy, and not to part with Possession of the Premises or sub-let the whole of it.
- Rent** (2) To pay the rent punctually and other charges monthly in advance, commencing **and** then on the 1<sup>st</sup> day of every subsequent month.
- Outgoings** (3) To meet all outgoings applying to the Premises including water charges and electric and other costs whether metered or billed direct to the suppliers, where not collected on behalf of the Tenant by the Association.
- Use Of Premises** (4) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate a business at the Premises that might cause a nuisance or annoyance to other persons in the neighbourhood.
- Nuisance** (5) (a) Not to cause or allow members of his/her household or invited visitors to cause a nuisance, disturbance or annoyance to neighbours, other Tenants, or to any agent, employee or contractor of the Association. Examples of nuisance, disturbance or annoyance include, but are not limited to:- loud music, loud arguing, abusive and profane language, door slamming, dog barking and fouling, offensive drunkenness, using excessive speed and revving of motor engines, drug abuse including selling of drugs, inappropriate dumping of rubbish, playing of ball games close to others homes, creating graffiti.
- (5) (b) To accept responsibility for the behaviour and actions of any person, to include children, living in or visiting the Premises, on surrounding land, and in communal areas.



**Racial And Other Harassment**

- (6) Not to commit or allow members of his/her household or invited visitors to commit any form of harassment, or threat of harassment, on the grounds of age, race, colour, religion, sex, sexual orientation, marital status, appearance or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any tenant, employee, agent or contractor of the Association. Harassment includes but is not limited to: - racist behaviour or language, using or threatening to use violence, using abusive or insulting words or behaviour; abusive or insulting graffiti, malicious complaints, leaflets, pamphlets and other written material; damage to another person's home or possessions; any act or omission calculated to interfere with the peace or comfort of any other person or to inconvenience such a person.

**Noise**

- (7) Not to play or allow to be played any radio, television, audio or visual equipment, record or tape recording or musical instrument, so loudly that it causes a nuisance or annoyance to neighbours, or can be heard outside the Premises between the hours of 11.00 pm and 7.30 am.

**Drugs and Other Illegal Substances**

- (8) Not to use, condone, permit, allow or fail to prevent the Premises and any common parts to be used for the supply of drugs and any other substances prohibited by the law.

**Pets**

- (9) To keep under control any animals kept at the Premises, and to obtain the written consent of the Association before keeping a dog/cat(s) or any other animal(s), which might cause a nuisance to neighbours.

**Internal Decoration**

- (10) To keep the interior of the Premises in good and clean condition, and to decorate all internal parts of the Premises as frequently as is necessary to keep them in good decorative order, and to keep all the internal fixtures such as fitted cupboards and internal fittings such as baths, W.C.'s and wash hand basins, in good repair and working order.

- Damage** (11) To make good any damage to the Premises or the Association's fixtures and fittings, or to the common parts, caused by the Tenant or any member of the Tenant's household or any invited visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Association carrying out such works in default.
- Reporting Disrepair** (12) To report to the Association promptly any disrepair or defect for which the Association has responsibility in the structure or exterior of the Premises or in any installation therein, or in the common parts.
- Access** (13) (a) To allow the Association's employees or contractors acting on behalf of the Association access at reasonable times and subject to reasonable notice to inspect the condition of the Premises, or to carry out repairs or other works to the Premises, including annual servicing of gas appliances where applicable, or to adjoining property.
- (The Association will normally give at least 24 hours' notice, but immediate access may be required in an emergency).
- (b) To permit the Association access, together with prospective new Tenants, at any reasonable hour of the day during the last month of the Tenancy, for the purpose of viewing the Premises.
- Roadways** (14) Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.
- Assignment** (15) Not to assign the Tenancy, except in furtherance of a Court Order, or with the written consent of the Association, when exercising the right to exchange set out in 4(11) below or assigning the Tenancy to someone that would have been qualified to succeed to the Tenancy had the Tenant died.

- Overcrowding** (16) Not to allow more than persons to reside at the Premises.
- Lodgers** (17) Before taking in any lodger or sub-letting any part of the Premises, to inform the Association of the name, age and sex of the intended lodger, and of the actual accommodation they will occupy.
- Sub-Letting** (18) Not to grant a sub-Tenancy of the Premises or any part of the Premises.
- Absence from Premises** (19) To inform the Association in writing and if possible in advance, if the tenant is or expects to be absent from the Premises for 28 days or more.
- Ending the Tenancy** (20) To give the Association at least 1 calendar months' notice in writing, ending on the last day of the month, when the Tenant wishes to end the Tenancy.
- Moving Out** (21) To give the Association vacant possession, return the keys of the Premises at the end of the Tenancy, to remove all furniture, personal possessions and rubbish, and leave the Premises and the Association's fixtures and fittings in a good lettable condition and repair.
- The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy, and will actively pursue the Tenant for costs incurred in the removal thereof.
- Depositing Refuse** (22) To deposit all dust, rubbish and other refuse in the receptacle, or apparatus provided by the Association, or to be provided by the Tenant, and any such receptacle shall be kept in the area designated by the Association.
- Notices** (23) Not to fix or display on or outside the Premises any notice, nameplate or advertisement.
- Paraffin/Bottled Gas** (24) Not to use any paraffin or bottled gas appliances within the Premises.

**Gardens**

- (25) To keep the gardens comprised within the Premises, to include front and rear gardens properly cultivated, and in a tidy condition. Not to cause any damage to trees, shrubs, landscaping etc. provided to communal garden areas. In the event of damage occurring the Association will exercise the right to recharge the cost of repair, renewal or replacement to the offending person(s).

**Car Parking**

- (26) To use the communal parking areas, driveways, carports and driveways with the Association's property only for taxed and roadworthy cars and motorcycles.

Not to park any commercial vehicle on any part of the Association's property without prior written consent.

Not to carry out any repairs to vehicles other than routine checking.

To make good any damage done to communal parking areas, driveways or carports or make to the Association the required payment for rectifying such damage.

To obtain written permission from the Association before parking a caravan or boat within the curtilage of the Premises on an appropriate driveway or hard standing.

Payments incurred following the removal of any motor vehicles not parked in accordance with the terms above, shall be made to the Association by the Tenant, following the service of a 14 Day Notice of Removal by the Association.

**Support**

- (27) To pay the support charge and to co-operate with the Association in the provision of support services as set out in your Support Plan.

## THE TENANT'S RIGHTS

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### **4 The Tenant Has The Following Rights:-**

- |                                     |   |
|-------------------------------------|---|
| <b>Right to Occupy</b>              | (1) The Tenant has the right to occupy the Premises, without interruption or interference from the Association, for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Associations employees or contractors), so long as the Tenant complies with the terms of this Agreement, and has proper respect for the rights of other Tenants and neighbours. |
| <b>Security of Tenure</b>           | (2) The Tenant has security of tenure as an assured Tenant so long as he/she occupies the Premises as his/her only principle home.<br><br>The Association can only end the Tenancy by obtaining a Court Order for possession of the Premises on one of the grounds listed in Schedule 2 of the Housing Act 1988.  |
| <b>Cessation of Assured Tenancy</b> | (3) If the Tenancy ceases to be an assured Tenancy the Association may end the Tenancy by four weeks' notice in writing to the Tenant.  |
| <b>Right to Take in Lodgers</b>     | (4) Subject to 3 (16), 3 (17) and 3 (18) above, the Tenant may take in any persons as lodgers provided that the Tenant may not grant a sub-Tenancy.   |

**Right to Make Improvements**

- (5) The Tenant may make improvements, alterations and additions to the Premises, including the erection of any wireless or television apparatus, external decoration, and additions to, or alterations in, the Association's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Association, and all other necessary approvals (for example, planning permission, or building regulations approval).

The Association will not unreasonably withhold its consent, but may make it conditional upon the work being carried out to a certain standard.

Failure to comply with the Association's conditions may be treated as a breach of the Tenant's obligations under this Tenancy.

**Compensation for Improvements**

- (6) The Association shall establish a scheme under which the Tenant may be compensated for the costs of specified improvements. The scheme shall operate in accordance with the requirements of the Tenant Services Authority as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

- Right to Repair** (7) The Association shall establish a scheme providing the Tenant with a remedy if the Association fails to carry out its obligations to repair. The scheme shall operate in accordance with the requirements of the Tenant Services Authority as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.
- Right of Consultation** (8) The Association will consult the Tenant before making changes in matters of housing management or maintenance that are likely to have a substantial effect on the Tenant.
- Right of Information** (9) The Tenant has a right to information from the Association about the terms of this Tenancy; about the Association's repairing obligations, and its policies and procedures on Tenant consultation, housing allocation and transfers, and its performance as a Landlord.
- Right to Exchange** (10) The Tenant has the right to exchange this Tenancy by assignment, with that of another Tenant of a registered Housing Association or a Local Authority, subject to the prior written consent of the Association, which shall only be withheld on specified grounds.
- Complaints** (11) The Association shall establish a procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy. The procedure shall operate in accordance with the requirements of the Tenant Services Authority as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

If still dissatisfied after the complaint's procedure has been exhausted, the Tenant has the right to refer the matter to the Independent Housing Ombudsman.

If the Tenant feels that the Association has broken this Agreement, or not performed any obligation contained in it, he or she should first complain to the Association in writing, giving details of the breach or non-performance.

If the Association fails to deal with the complaint, or in the Tenant's view, continues not to comply with the Agreement, the Tenant can obtain advice and information about his or her remedies at law from a Citizen's Advice Bureau, Law Centre or from a Solicitor.

The Association is 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.



**DECLARATION**

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Signed on Behalf of The Association ..... **Graham Orr**  
**Chairperson**

Signed by The Tenant(s) .....

**Address to Which the Agreement  
Relates**

Date Tenancy Commences

Date Tenancy Signed .....



**Witham Housing Association Ltd**  
STRONG FOUNDATIONS SUPPORTING INDEPENDENT LIVING