



## Assured Tenancy Agreement

### Name and Address of the Society

This Tenancy Agreement is between Sutton Housing Society Ltd. (the "Society") of Pat Shaw House, 13-19 Ventnor Road, Sutton, Surrey, SM2 6AQ, which is a charity and registered society under the Co-operative and Community Benefit Societies Act 2014 and is a Registered Provider under the provisions of the Housing & Regeneration Act 2008. We are registered with the Regulator of Social Housing.

### Name of Tenant(s)

(In the case of joint Tenants, the term "Tenant" applies to each and all 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.

The Landlord agrees to let and the Tenant agrees to take the property at:

### Address

In respect of

(‘the premises’)

### Description of Premises

which comprises of a

for persons permitted number

with communal grounds maintained by the Society.

### Charitable 1965 Act association

The dwelling that is the subject of this tenancy is held by (the landlord in trust for) a charity that is an exempt charity

### The Tenancy

This Tenancy begins on **Monday** For a week and thereafter weekly until brought to an end and it is an assured tenancy the terms of which are set out in this Agreement.

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## GENERAL TERMS

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### 1. The Society and the Tenant agree as follows:-

#### Payments for the Premises

1. (i) The weekly rent for the premises, exclusive of service charge at the start of the tenancy shall be:  
£

(ii) The weekly service charge at the start of the tenancy shall be:  
£

2. The payment of rent and service charge is due in advance the Monday of each week

£ p

Net Rent

Service Charge -HB Eligible

Water Rates (other charges)

Heating

Wifi – Non - HB Eligible

#### TOTAL RENT PAYABLE

In this Agreement the term "Rent" refers to the sum of the Net Rent, Service Charge and other charges set out above or as varied from time to time in accordance with this Agreement.

#### Services

3. (i) The Society shall provide 'the services' in connection with the premises in the attached schedule for which the tenants shall pay a service charge

The Society agrees with the Tenant to take all reasonable steps necessary for the provision of 'the Services' provided that the Society shall not be liable for failure to provide the services caused by a temporary breakdown of plant of machinery or acts or events beyond its control.

(ii) The Society may, after consulting the Tenants affected, increase, add to, remove, reduce or vary the services provided.

**First Rent Increase 4.**

(i) The Society may increase or decrease the weekly rent with effect from the first Monday in April following commencement of the tenancy ("the First Review Date") by serving you with a notice specifying the revised rent payable.

(ii) The Society must serve the notice on you not later than 28 days before the First Review Date.

(iii) If you consider that the proposed increase in the rent is unreasonable, you may, at any time before the expiration of 28 days from the date of service of the Society's Notice, write to the Society stating that the increase is unreasonable. In that case, the revised Rent will be decided by an independent surveyor appointed by agreement between you and the Society or, if there is no agreement between you and the Society, by the President of the Royal Institute of Chartered Surveyors.

(iv) The independent surveyor will determine the new rent payable for the Premises as if he was determining it under Section 13 Housing Act 1988. The independent surveyor shall act as an expert and not as an arbitrator and his decision will be binding on both parties. The new rent determined by the independent surveyor will be the Rent payable as from the First Review Date

(v) If you fail to write to the Society Stating that the proposed new Rent is unreasonable within the 28 days you will be deemed to have agreed the revised rent proposed by the Society and the revised Rent will take effect from the First Review Date.

**Subsequent Changes in Rent**

**5.**

(i) After the First Rent Increase, the Society may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the Rent by giving the Tenant not less than one calendar months' notice in writing. The notice shall specify the Rent proposed. The revised rent shall be the amount specified in the notice of increase unless the Tenant refers the notice to the First Tier Tribunal to have a market Rent determined. In that case the maximum Rent payable for the following year shall be the Rent so determined.

**Changes in Service Charges**

**6.**

(i) The Society may increase or decrease your service charge not more than twice in any one year by giving you not more than one calendar months' notice of the change.

**Altering the Agreement**

7. With the exception of any changes in Net Rent, or Service Charge this Agreement can be changed in line with the provisions of Sections 102 and 103 of the Housing Act 1985. This means that the Society can change any part of the Agreement with the exception of changes to the rent by either agreeing the changes with the Tenant or giving the Tenant 28 days notice. Before the Society gives notice it will consult on the details of the proposed changes. The Tenant will have an opportunity to comment on the changes within a reasonable time limit.

**Serving of Notices**

8. (i) Any document or notice arising from this Agreement (including notices on proceedings) shall be validly served on the Tenant if it is delivered to the Premises or sent to the Tenant at the Premises by ordinary pre-paid post.

**(ii) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Society for the receipt of legal notices and any other communications arising from this agreement is:**

**Pat Shaw House  
13-19 Ventnor Road  
Sutton  
Surrey  
SM2 46AQ**

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**THE SOCIETY'S OBLIGATIONS**

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**2. The Society 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 to peacefully occupy the Premises except where:-

- (i) access is required, subject to reasonable notice, to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property, or
- (ii) the Society is entitled to possession at the end of the Tenancy.
- (iii) A Court has given the Society possession by ending the tenancy

### **Repair of Structure and Exterior**

3. The Society shall keep in good repair the structure and exterior of the Premises, including:

- (i) drains, gutter and external pipes;
- (ii) the roof;
- (iii) outside walls, outside doors, window cills, window catches.
- (iv) Window frames - including necessary external painting and decorations;
- (iv) internal walls, floors and ceilings, door and door frames door hinges and skirting boards but NOT including internal painting and decoration;
- (v) pathways, steps or other means of access;
- (vi) plasterwork.
- (vii) integral garages and stores and dustbin stores.

### **Repair of Installations**

4. To keep in good repair and working order the installations provided by the Society for space heating, water heating and sanitation and for the supply of water, gas and electricity including:

- (i) basins, sinks, baths, w.c.'s 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;
- (iv) rubbish chutes and shared dustbins unless supplied by the local authority;
- (v) cookers, fridges, washing machines and tumble dryers, furniture, curtains where supplied by the Society.

The Society will not be liable for the cost of the above if that repair becomes necessary through the fault of the Tenant or his/her household or visitors.

### **Repair of Common Parts**

5. To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their lighting, in reasonable repair and fit for use by the Tenant and other occupiers of and visitors to the Premises

### **Notice of Access**

6. To give reasonable notice to the Tenant to enter the Premises to inspect the state of repair or to carry out repairs to the Premises, except that in an emergency where there is a risk of personal injury or damage to the property, the Society may enter the Premises using such means as necessary without giving notice.

**External Decoration** 7. To keep the exterior of the premises and any common parts in good state of decoration and normally to decorate these areas between every five to seven years.

**Undertaking Repairs** 8. To carry out necessary repairs within a reasonable time of receiving a report of the defect. A schedule of target response times within which repairs for which the Society is responsible are expected to be completed is available from the Society's Head Office.

**Insurance** 9. To insure the building but excluding Tenants' fixtures and fittings and contents.

**Succession to Partner/Spouse** 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 1988 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 this clause; or
- (b) a person by whom the Tenancy was inherited (see the following clause); 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 (14); or
- (d) a Tenant by survivorship when one of two or more joint Tenants has died.

**Succession (other Than Partner)** 11. On the death of a sole Tenant who is not Successor as defined in clause 2(10), to seek possession under ground 7 of Schedule 2 of the Housing Act 1988, the person cannot inherit the Tenancy if:-

- (i) is not a member of the Tenant's family; **or**
- (ii) did not reside with the Tenant for the twelve months preceding the Tenants 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**
- (v) will not agree in writing to abide by the terms of the Tenancy.

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

**Housing Management** 12. To provide the Tenant with information on its Housing Management policies as required by the guidance issued by the Homes Community Agency under the provisions of Section 36 of the Housing Act 1996.

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## THE TENANT'S OBLIGATIONS

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### 3. The Tenant's Agrees:-

- Possession** 1. To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises.
- Principal Home** 2. To occupy the Premises as his or her only principal home and not to leave them unoccupied for a continuous period of 28 days or more without informing the Society in writing and, if possible, in advance.
- Rent** 3. To pay Rent and other charges due under this Agreement weekly and in advance.
- Outgoings** 4. To meet all outgoing charges applying to the premises, including water charges, council tax, and electric and other costs whether metered or billed.
- Use of premises** 5. Not to carry on any trade, business or profession upon the Premises nor use it for any illegal or immoral purposes but use the property for residential purposes as the Tenant's only or principal home.
- Nuisance** 6. Neither to cause, nor to allow members of his or her household or visitors to cause a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent, employee or contractor of the Society.
- Racial and other Harassment** 7. Neither to commit, nor to allow members of his or her household or invited visitors to commit, any harassment, or threat of, on the grounds of race, colour, religion, sex, sexual orientation, disability, age, ethnicity or health status that may interfere with the peace and comfort of, or cause offence to other persons in the neighbourhood or to any tenant, employee, or contractor of the Society.
- Noise** 8. Neither to play, nor to allow to be played, any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other

persons in the neighbourhood or can be heard outside the Premises between the hours of 11.00 pm. and 7.00 am. Neither to carry out DIY, use white goods or slam doors between the hours of 11.00pm and 7.30am.

**Violence and Intimidation**

**9 (a)** Not to commit, or to allow visitors to commit any act of physical violence to other tenants or their visitors or neighbours or the Society's employees, agents or contractors.

**9 (b)** Not to commit or allow visitors to commit, or threaten to commit any act which shall place other tenants or their visitors or Society's employees, agents or contractors in a state of fear.

**Conduct Toward the Household**

**10.**Not to commit, cause or threaten any violence against a member of your household which would justify that person leaving the premises. The Society will consider it to be evidence of a failure to keep to the above if (among other things):

- (i) You have been convicted of an "Offence against the person" regarding a member of your household **or**
- (ii) A court order has been made against you either to leave the Premises, temporarily or permanently, or concerning your future conduct towards a member of your household.

**Pets**

**11.** To obtain written permission from the Society to keep a dog or any other animal at the property (apart from small caged birds or fish). If permission is granted, to keep any animal under control and not to allow the animal to foul the communal areas.

The Society will take back permission if it feels the animal is causing a nuisance or is a danger to other people.

**Internal decoration**

**12.**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. Any premises which comprise a flat which is not situated on the ground floor of a block must be kept fully carpeted throughout, except for the kitchen and bathroom.

**Garden**

**13.**To keep the common parts including any garden of which the Tenant has sole or shared use clean and tidy and free from obstruction. Not to remove or provide any trees, hedges, fences, or other garden structures without first obtaining the Society's written permission first. If you

have sole use of a garden, you are responsible for the repair, maintenance and replacement of your boundary fencing, apart from where the boundary abuts a highway, footpath or water.

**Damage to Premises**

**14.** To make good any damage to the Premises or the Society's fittings and fixtures or to the common parts of adjoining Premises or another tenant's belongings where that damage has been caused by the neglect or carelessness of the Tenant, his/her household or visitors. If the Tenant fails to make good such damage the Landlord may carry out the works and recover the cost from the Tenant.

**Tenant's Repair Responsibilities**

**15.** To be responsible for certain repairs, e.g tap washers, glass windows which require attention due to the Tenant's misuse, to keep waste pipes clear of blockage, and other minor items not listed as the Society's responsibility, with reasonable speed, to prevent damage or deterioration. The Society will invoice the Tenant for the cost of any work it has undertaken which is the Tenant's responsibility to complete.

**Reporting Repairs**

**16.** To report to the Society straight away any disrepair or defect for which the Society is responsible in the premises or common parts.

**Access**

**17.** To allow the Society's employees or contractors access at reasonable hours and subject to reasonable notice, to carry out inspections, repairs and other works to the property or to neighbouring properties.

The Society will normally give at least 24 hours' notice, but immediate access may be required in an emergency. This means the Society could force entry to your home in an emergency.

**Obstructing people Working for the Society**

**18.** The tenant or tenants household or visitors must not be abusive, obstruct or assault anyone carrying out work for the Society.

**TV/Radio Aerial**

**19.** Not to erect any aerial for TV or radio (including a Satellite Dish, CB and short wave radio) without the Society's written permission.

**Roadways Car Parking**

**20.** Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of un-roadworthy and or untaxed vehicles and other obstructions.

- (i) To park or leave taxed vehicles only in the car space designated for the tenant use by the society and that vehicles parked in unauthorised places may be removed. By signing this agreement you authorise the Society to remove any vehicles in breach of these conditions, or which reasonably appear to officers of the Society to be abandoned or dangerous
- (ii) To obtain the Society's written consent before parking or leaving any heavy goods vehicle, caravan, boat, skip or anything other than a private motor vehicle or motorbike.

**Maintenance of Vehicle**

**21.** Not to carry out work on any of the vehicles or other items listed in clause 3.20 above on any part of the Society's land, or any part of the property (including car spaces) except for minor repair, maintenance or servicing of the tenant's own motor vehicle or motorbike in such a manner and at such times as will not cause a nuisance as defined in clause 3.6 above.

**Inflammable Substances**

**22.** Not to use any paraffin or liquid gas stove or heater or store any inflammable substances on the Premises.

**Sub-Letting**

**23.** The Tenant may sub-let part of the Premises but must obtain the Society's written permission first. The Tenant must not give anyone an assured sub tenancy of any part of the premises or sublet the whole property. Consent will not normally be unreasonably withheld.

**Assignment**

**24.** Not to assign the Tenancy except in furtherance of a court order or with the written consent of the Society when exercising the right to exchange set out in clause 4(11) below or assigning the Tenancy to someone that would have been qualified under clause 2(10) or 2(11) above to succeed to the Tenancy had the Tenant died.

**Overcrowding**

**25.** Not to allow more than the permitted number of persons to reside at the Premises.

**Ending of Tenancy**

**26.** To give the Society at least four full weeks' notice, in writing, when the Tenant wishes to end the Tenancy.

**Moving Out**

**27.** To give the Society vacant possession and return the keys of the Premises at the end of the Tenancy by 12 noon on the date of the end of the Tenancy. To remove all furniture, personal possessions and rubbish and leave the Premises and the Society's fixtures and fittings in good lettable condition and repair. The Society accepts no responsibility for anything left at the Premises by the

Tenant at the end of the Tenancy and will recharge the Tenant for any repairs (fair wear and tear accepted) or removal costs necessary to re-let the property.

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## THE TENANT'S RIGHTS

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### 4. The Tenant's Rights

#### Right to Occupy

1. The Tenant has the right to occupy the Premises without interruption or interference from the Society for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Society's 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 other persons in the neighbourhood.

#### Security of Tenure

2. The Tenant shall remain as assured tenant so long as he/she occupies the Premises as his/her only or principal home. The Society can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 of the Housing Act 1988. The society agrees that it will not give less than Four weeks notice in writing of its intention to seek a possession order.

#### Cessation of Assured Tenancy

3. If the Tenancy ceases to be an assured tenancy the Society may end the Tenancy by giving four weeks' notice in writing to the Tenant.

#### Right to take in Lodgers and sublet

4. Subject to clauses 3(23) and 3(25) above, the Tenant may, with permission, take in any persons as lodgers or may with written consent of the Society sublet part of the Premises provided that the Tenant does not grant an assured sub-tenancy.

#### Right to Make Improvements

5. The Tenant may make improvements, alterations and additions to the Premises including the erection of a television aerial, receiver, external decoration and additions to, or alterations in, the Society's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Society and all other necessary approvals (for example, planning permission or building regulations approval). The Society shall not unreasonably withhold its consent but may make it conditional upon the work being carried out to a certain

standard. Failure to seek the Society's consent or to comply with the Society's conditions shall be a breach of the Tenant's obligations under this Tenancy.

**Compensation for Improvements**

6. The Society has a scheme under which the Tenant may be compensated for the costs of specified improvements. The scheme will operate in accordance with the requirements of the Homes Community Agency as laid down from time to time. The Society will provide details of the scheme on request.

**Right to Repair**

7. The Tenant has the right to carry out repairs which are the Society's responsibility where the Tenant has reported the need for repair in writing and where the Society has, without good reason, failed to carry out the repair within 28 days of receiving such report. This may only be exercised in the ways set out in the regulations contained in Section 96 of the Housing Act 1985.

**Right to Consultation**

8. The Society shall consult the Tenant before making changes in of housing management or maintenance which are likely to have a substantial effect on the Tenant.

**Right to Information**

9. The Society will make information about the Society's policies and procedures available to the Tenant as required by the Tenant's Charter and will allow the Tenant, on giving reasonable notice, to see all information relating to the Tenancy with the exception of information provided by third parties.

Further information about this Agreement and the rights and remedies for any breach of it available to both the Tenant and the Society can be found in the Tenant's Handbook, a copy of which will be issued to the Tenant at the time of signing the Agreement.

**Right to Exchange**

10. The Tenant has 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 subject to the prior written consent of the Society, which shall only be withheld on specified grounds.

**Complaints**

11. The Society 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 Homes Community Agency as laid down from time to time. The Society shall provide details of the procedure at the beginning of the Tenancy.

If still dissatisfied after the complaints procedure has been exhausted, the Tenant has the right to refer the matter to the Independent Housing Ombudsman

**Signatures to the Agreement**

**Signed on behalf of the Society:** \_\_\_\_\_

**Print name:** \_\_\_\_\_

**Signed by the Tenant(s):** \_\_\_\_\_

**Print name(s):** \_\_\_\_\_

**Date:** \_\_\_\_\_

**No. of keys received** \_\_\_\_\_ **Key ID no.** \_\_\_\_\_

**Signed by tenant** \_\_\_\_\_

The Society is subject to any guidance on housing management practice issued by the Homes Community Agency with the approval of the Secretary of State and this Tenancy is one to which the Tenants' Charter applies.