

Landlord's Copy Tenant's Copy

ENHANCED ASSURED TENANCY AGREEMENT



This is an Assured Non-Shorthold Tenancy Agreement for tenants who have transferred to Gloucester City Homes from Gloucester City Council and are entitled to receive the form of tenancy promised in the Transfer Offer Document. It has been enhanced to include certain rights granted by the previous Secure Tenancy.

Please ensure that you read and understand the contents of the Tenancy Agreement and should you have any questions please do not hesitate to contact us via the methods on the back page of this agreement.

This is an important legal document. Please keep in a safe place.



Getting information in other formats

If you would like any part of this document explained, translated or provided in another format such as large print, audio or Braille, please contact our Customer Services Team on 0800 408 2000.

Bengali

যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান অথবা যদি আপনার একজন ইন্টারপ্রেটারের প্রয়োজন হয়, তাহলে দয়া করে আমাদের সাথে যোগাযোগ করুন।

Chinese

本文件可以翻译为另一语文版本，或制作成另一格式，如有此需要，或需要传译员的协助，请与我们联系。

Gujarati

જો તમને આ દસ્તાવેજ બીજી ભાષા અથવા રચનામાં જોઈતો હોય, અથવા જો તમને ઈ-ટર્મિટરની સેવાઓ જોઈતી હોય તો, કૃપા કરી અમારો સંપર્ક સાધો.

Polish

Aby uzyskać ten dokument w innym języku lub formacie, albo jeżeli potrzebujesz usług tłumacza, skontaktuj się z nami.

Urdu

یہ دستاویز اگر آپ کو کسی دیگر زبان یا دیگر شکل میں درکار ہو، یا اگر آپ کو ترجمان کی خدمات چاہئیں تو برائے مہربانی ہم سے رابطہ کیجئے۔

[Translation reads: If you would like this document in another language or format or require the services of a translator, please contact us.]

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Gloucester City Homes - Assured (non-shorthold) Tenancy Agreement

Tenancy Particulars

This tenancy agreement is between

Our name and address Gloucester City Homes Limited (**we us** or **our**) of Railway House, Bruton Way, Gloucester GL1 1DG

We are registered with the Homes and Communities Agency (the **Regulator**) as a non-profit provider of social housing

and

Name of Tenant

(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 agreement.)

The address of the property covered by the agreement
Your home

(**your home**)

the term 'your home' means the accommodation occupied plus any gardens, garages, brick sheds, stores, outbuildings, fences, paths or walls let within its boundary, but not any temporary structures erected in the garden (eg timber sheds, greenhouses).

Charitable status

The home that is the subject of this tenancy is held by Gloucester City Homes Limited, which is an exempt charity.

Payments for your home

The weekly payments for your home at the start of this tenancy are:

- (i) rent of £78.41
- (ii) rent (and other charges) arrears of £ payable at £ per week until paid in full
- (iii) service charge of £ in respect of the following services:

-
-
-

(iv) water, sewerage and heating charge of £

(v) support charge of £

(vi) district heating charge of £

(v) miscellaneous charge(s) of £ in respect of the following:

-
-

Total weekly payment £78.41

Initial payment If this tenancy starts on a day other than a Monday, the portion of the weekly payments for your home due from you from the start of this tenancy up to and including the first Sunday of this tenancy are:

(i) rent of £

(ii) rent (and other charges) arrears of £

(insert description of *charge(s)*)

(iii) service charge of £ in respect of the following services:

(iv) water, sewerage and heating charge of £

(v) support charge of £

(vi) district heating charge of £

(v) miscellaneous charge(s) of £ in respect of the following:

Total initial payment £

Permitted number The maximum number of people allowed to live at your home is 6.5

The tenancy

This tenancy begins on Monday 26th February 2018 and ends on the first Sunday. The tenancy then renews each week on a Monday until brought to an end in accordance with the provisions of this agreement and it is an assured non-shorthold tenancy the terms of which are set out in this agreement.

Data protection

For the purposes of the Data Protection Act 1998 you agree that we may process personal information, including sensitive personal data, which you have provided or has been provided by third parties, in order to perform the functions of managing your tenancy and the provision of general housing and support needs. Any processing will be undertaken in accordance with the provisions of the Data Protection Act 1998 or any other relevant legislation and in accordance with our policies on disclosure of information and confidentiality. By entering into this Tenancy Agreement you consent to such processing.

SIGNATORIES

It is a term of this Agreement that you (or anyone acting for you) have not induced us to grant this tenancy by knowingly or recklessly making a false statement to us or Gloucester City Council.

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(s).....

Print Name(s).....

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

Date.....

Words included in italics do not form part of this agreement and are included for explanation purposes only.

A reference to any Act of Parliament, or to any order, regulation, statutory instrument or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.

We are subject to any guidance on housing management practice issued by the Regulator with the approval of the Secretary of State and this tenancy is one to which

that guidance applies.

Section 1 - General terms

It is agreed as follows:

1 Rent and other payments for your home

- 1.1 The weekly rent and service and other charges for your home at the start of the tenancy are set out on pages 6-7.
- 1.2 The payment of rent and service and other charges is due in advance on the Monday of each week.
- 1.3 We may collect rent and service and other charges due under this tenancy over fewer than fifty two weeks (or where relevant fifty three weeks) in each financial year (starting 1 April each year). If this condition applies, we will tell you at the start of the year which weeks are “non-payment” weeks.

2 Changes in rent

- 2.1 We may increase the rent with effect from 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.
- 2.2 After the first rent variation under this 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. The revised rent shall be the amount specified in the notice of increase unless you refer the notice to the First Tier Tribunal (Property Chamber) (or a successor or replacement body) to have a market rent determined. In that case the maximum rent payable for the following year will be the rent so determined.

3 Payment of arrears (where applicable)

If you have any arrears of rent and other charges due when this tenancy is granted you agree to pay off those arrears by weekly instalments shown on page 6. If you do not make the payments, we may start court proceedings to end this tenancy.

4 Services and service charge (where applicable)

- 4.1 We shall provide the services set out on pages 6-7 for which you shall pay a service charge. This charge only applies to your home if an amount has been entered against a service on pages 6-7.

4.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary either the services provided or charges for the services or introduce new services for which charges may be payable.

5 **Changes in services and service charges (where applicable)**

5.1 With effect from the first Monday in April after this tenancy is granted we may increase your service charge (if it applies) at any time if we 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 First Tier Tribunal (Property Chamber) (or a successor or replacement body) for a decision as to what is reasonable.

5.6 We may set up a sinking fund to build up a fund of money to be used for particularly expensive items of service charge expenditure we will need to incur in the future.

6 **Water, sewerage and heating charge (where applicable)**

6.1 If we enter into an arrangement with the local water and/or heating provider to collect charges on their behalf, then for so long as such arrangement continues you agree to pay a water, sewerage and/or heating charges to us.

6.2 The water, sewerage and/or heating charges (if any) which apply to your home at the start of this tenancy are entered against the relevant charge on page 7.

6.3 We may at any time and upon giving you one calendar month's notice in writing:

- 6.3.1 vary the relevant charges to reflect the revised charges notified to us by the water or heating provider;
- 6.3.2 require you to pay us these charges in accordance with condition 6.1 if you do not already do so.

7 District heating systems (where applicable)

- 7.1 If you receive heat from a district heating scheme, you have the right to information about the charges made. Your district heating charge must be paid at the same time as your rent.
- 7.2 The full running costs of the heating system will be calculated annually by us and you will be notified if we have overcharged or undercharged you for the amount of heating used.
 - 7.2.1 If we have overcharged you, we will add the overcharged amount to your rent account as a credit.
 - 7.2.2 If we have undercharged you, we will send you a written notice and you must pay the deficit within one month of notification. If any payments remain outstanding for more than one month of the notice, we will treat this as a breach of your tenancy agreement.

8 Support charge (where applicable)

- 8.1 If we provide you with support services (indicated by a "support charge" on page 7) then those services may include the provision of general advice and support in relation to all or any of the following:
 - 8.1.1 maintaining the security of your home;
 - 8.1.2 maintaining the safety of your home;
 - 8.1.3 standard of conduct required;
 - 8.1.4 paying the rent;
 - 8.1.5 maintaining your home in an appropriate condition;
 - 8.1.6 giving up the tenancy at the appropriate time and moving to more appropriate accommodation;
 - 8.1.7 ensuring your welfare;
 - 8.1.8 other support services (excluding personal care).

8.2 We may vary the support charge at any time by giving you at least one calendar months' notice in writing of the new charge. We will usually do this when we increase your rent each year. In varying the support charge, we will limit any increase in charges for the support services provided with reference to the level of charges approved by the administering authority.

8.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in condition 8.1, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent and other charges which are payable in accordance with this agreement.

9 **Miscellaneous charges**

9.1 If you receive other services from us (indicated by "miscellaneous charge(s)" on page 7) then these other charges must be paid at the same time as your rent.

9.2 We may vary any miscellaneous charge(s), at any time, if we give you at least one calendar months' notice in writing.

10 **Outgoings**

You must meet all outgoings and other charges applying to your home whether metered or billed.

11 **Service of notices**

11.1 This condition gives you notice that our address for receiving legal notices, and any other communication arising from this agreement, is:

Railway House, Bruton Way, Gloucester GL1 1DG

11.2 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.

12 **Altering the agreement**

Except for any changes in rent, service charges, other charges or services this agreement may be altered only with the written consent of both you and us.

Section 2 - Our obligations

We agree:

13 Possession

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

14 Tenant's right to occupy

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

14.1 access is required subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property; or

14.2 we are entitled to possession at the end of the tenancy.

15 Repair of structure and exterior

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

15.1 drains, gutters and external pipes;

15.2 the roof;

15.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating but excluding any glass (see also condition 26.1(e) below, in relation to responsibilities relating to window glass);

15.4 internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;

15.5 chimneys, chimney stacks and flues but not including sweeping;

15.6 pathways, steps or other means of access;

15.7 plasterwork;

15.8 integral garages, utility rooms and stores;

15.9 boundary walls and fences.

16 **Repair of installations**

To keep in reasonable repair and proper working order any installation provided by us for space heating, water heating and (where relevant) supply of water, gas, electricity, drainage and rubbish disposal including:

- 16.1 basins, sinks, baths, toilets, flushing systems and water pipes;
- 16.2 electric wiring including sockets and switches, gas pipes and water pipes;
- 16.3 water heaters, fireplaces, fitted fires and central heating installations.

17 **Repair of common parts**

To keep in reasonable repair the common parts of your home such as (where relevant) the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other communal amenities, including their electric lighting and any communal aerials and to ensure that such common parts are fit for use by you and other occupiers of and visitors to your home.

18 **External decorations**

To keep the exterior of your home and any common parts in a reasonable state of decoration.

19 **Housing management**

To provide you with information on our housing management policies as required by the guidance issued by the Regulator (or its predecessor or successor body) under section 193 of the Housing and Regeneration Act 2008.

20 **Complaints and appeals**

- 20.1 We shall establish a procedure for dealing with complaints and appeals raised by you on any matter arising from this tenancy and set out the appeal process to review our decision. The procedure shall operate in accordance with the requirements of the Regulator as laid down from time to time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes.
- 20.2 If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Housing Ombudsman service.

Section 3 - Your obligations

You agree:

21 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.

22 Rent, service and other charges and outgoings

22.1 To pay the rent and (if applicable) service and other charges weekly in advance.

22.2 To pay any arrears of rent and service and other charges as required by condition 3.

22.3 To meet all outgoings as required by condition 10.

23 Use of your home

23.1 To use your home for residential purposes, as your only or principal home and in a reasonable and responsible manner.

23.2 Not to store flammable or explosive material in your home other than items stored for normal household use.

23.3 Not to operate any business or trade without our prior written consent and any necessary planning consent (a copy of which must be provided to us) and subject to complying with your obligations under this agreement including without limitation in condition 24.

24 Community responsibilities

You are responsible for the behaviour of everyone living in or visiting your home. They must also keep under control any animals living in or visiting your home. This applies when they are in your home, in communal areas, on adjacent land and in the locality around your home.

24.1 Disorder, nuisance, anti-social behaviour, abuse and harassment

You, members of your household (including children) and visitors must not:

24.1.1 cause, or allow, or fail to prevent, or encourage any other person residing in or visiting your home, to cause a nuisance, annoyance or disturbance to any other person.

- 24.1.2 harass or threaten to harass, allow or fail to prevent, or encourage any other person residing in or visiting your home to harass any other person.
- 24.1.3 use, allow or encourage your home to be used for any illegal or immoral purpose;
- 24.1.4 be convicted of an arrestable offence committed in your home or the locality of your home;
- 24.1.5 damage, deface or put graffiti on our property. You will have to pay for any repairs or replacements;
- 24.1.6 interfere with security and safety equipment in common parts or shared areas including jamming the doors to keep them open and letting strangers in the property without identification;
- 24.1.7 keep illegal or unlicensed firearms or weapons at your home; discharge a firearm (including any air weapons) in your home, any communal or shared spaces and/or any land belonging to us;
- 24.1.8 steal, damage or remove any part of the building, fixtures, fittings or any other property belonging to us, our contractors or agents;
- 24.1.9 carry out any major or commercial vehicle repairs or any vehicle repair likely to cause a nuisance on or near your home, or on our land;
- 24.1.10 allow or fail to prevent, or encourage any other person residing in or visiting your home to abuse, assault, threaten, harass or obstruct our employees or their families, contractors, agents or Board Members in person, by telephone, in writing or in any other way while they are carrying out their job, whether at your home or elsewhere (e.g. our Offices);
- 24.1.11 inflict domestic violence or threaten violence against any other person (this could include tenants or family members living in your home or tenants in another property), including elder abuse and child abuse. You must not harass, use coercive, controlling or threatening behaviour; or use mental, psychological, financial, emotional or sexual abuse to make anyone who lives with you such that they can no longer live peacefully in the property or leaves your home.
- 24.1.12 keep any animal which has been classed as dangerous under the Dangerous Wild Animals Act 1976 or under the Dangerous Dogs Act 1991.

Other people can include persons residing, visiting, working or otherwise engaging in lawful activity in the locality or any agent, employee or contractor of ours whether in the locality or elsewhere (e.g. at our offices).

25 **Pets**

25.1 Not to keep any animal at your home other than a normal common domestic pet and/or a small caged animal without our prior consent in writing (also see condition 24.1.12 above).

25.2 Subject to condition 25.1 to keep under control any animals kept at or visiting your home and to ensure that they do not damage your home or other property that belongs to us or cause a nuisance or annoyance to other persons in the neighbourhood.

25.3 To pay for any cleaning or replacement of the property that belongs to us or other property in the neighbourhood which is necessary because of your animal's actions

26 **Repairs**

26.1 To keep in reasonable repair and when necessary to clean and replace:

(a) plugs and chains to wash hand basins, sinks and baths;

(b) internal door furniture, locks, latches and coat hooks;

(c) electrical fuses and light bulbs;

(d) any items damaged by you, members of your household or visitors;

(e) window glass (except where window glass damage occurs as a result of a double glazing unit failing, where you or your household or visitors have not caused the failure); and

(f) curtain poles.

26.2 To sweep chimneys.

26.3 To regularly test and clean smoke alarms and any carbon monoxide detectors and when necessary replace batteries. *If you cannot undertake these tests yourself, for example due to a disability, and there is no one who can help you, then please report this to us.*

26.4 To take reasonable precautions to prevent frost damage.

Examples of such precautions include, but not limited to the following:

- *reporting to us if any part of your home is not properly insulated or stop taps are not working;*
- *keeping your home adequately heated;*
- *taking advantage of any insulation works that your home may be entitled to;*
- *leaving background heating on when going away from your home during a cold spell or turning the stop tap off and draining down the water system.*

27 **Security**

To keep your home secure and in particular to keep ladders or other items that could be used to break into your home out of sight and locked up.

28 **Internal decoration**

To keep the interior of your home in a reasonable state of decoration, repair and cleanliness, including repairing minor plastering defects and hairline cracks.

29 **Damage**

To make good any damage to your home or our fixtures and fittings or to the common parts caused by you or any member of your household or any visitor to your home and to pay any costs reasonably incurred by us in carrying out such works in default.

30 **Reporting repair**

To report to us promptly any repair or defect for which we are responsible in your home or the common parts as outlined in conditions 15 – 18.

31 **Access**

To allow our employees or contractors acting on our behalf access at reasonable times and subject to reasonable notice to inspect the condition of your home or any installations or to carry out repairs or other works to your home or adjoining property. (We will normally give you at least 2 working days' written notice for inspections and 10 working days' written notice for planned maintenance works and repairs but more immediate access may be required in an emergency.)

32 **Roadways and vehicles**

- 32.1 Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of un-roadworthy vehicles and other obstructions.
- 32.2 Not to carry out car repairs within the boundaries of the property of which your home forms part unless this is your private registered motor car and there is no nuisance caused to neighbours (see also condition 24.1.9 above).
- 32.3 Not to park caravans, boats, commercial vehicles and vans outside your home without our prior consent in writing.
- 32.4 To keep any private registered motor car(s) or motorcycle(s) in a garage, driveway to your home or hard standing, with a properly constructed dropped kerb, for which our prior consent in writing has been obtained.

33 **Gardens and communal areas**

- 33.1 To keep gardens and any garden paths in a tidy condition and free from rubbish.
- 33.2 Not to cut down or lop any trees, shrubs or bushes or dig out hedges growing in communal gardens without our prior consent in writing.
- 33.3 Regardless of whether a caretaking or cleaning service is provided, keep clean (together with other residents) communal areas (including stairs, landings, entrance halls, lifts, bin areas, communal paths and similar shared areas) and keep such areas tidy and free of litter, rubbish, obstruction and hazards.

34 **Aerials and satellite dishes**

Not to erect any aerials or satellite dishes without our prior consent in writing as well as any necessary planning permission, and in any event to ensure that any aerial or satellite dish is discrete and does not cause a nuisance to neighbours or any damage to your home. To pay for any cost of fixing, maintaining, or removal of such aerials or satellite dishes.

35 **Outside structures**

To maintain in a good state of repair and decoration the exterior of any shed, store, greenhouse, fencing or other structure unless we (or Gloucester City Council before us) agreed to take this responsibility.

36 **Insurance**

You are advised to insure the contents of your home, your possessions and, in particular, any items for which you are responsible under this agreement (such as internal redecoration following fire, flood etc.)

37 **Assignment**

Not to assign the tenancy except:

37.1 in furtherance of a court order; or

37.2 with our prior consent in writing when exercising the right to exchange set out in condition 51; or

37.3 when assigning the tenancy to someone who would have been qualified under condition 52 to succeed to the tenancy if you had died.

38 **Overcrowding**

Not to allow more than the number of persons shown on page 7 to live at your home.

39 **Lodgers**

To tell us the name, age and sex of the intended lodger and of the accommodation he or she will occupy.

40 **Sub-letting**

40.1 Not to grant a sub-tenancy of the whole of your home.

40.2 Not to grant a sub-tenancy of any part of your home without first obtaining our prior consent in writing.

41 **Absence from your home**

To inform us in writing and if possible in advance, if you are or expect to be absent from your home for four weeks or more.

42 **Ending the tenancy**

42.1 To give us at least four weeks' notice in writing ending on a Sunday, when you wish to end the tenancy, unless we agree to a notice ending on a day other than a Sunday. If we agree to end your tenancy on a day other than a Sunday, then you agree to pay us the due proportion of your rent and other charges in respect of the part-week period.

42.2 To give us vacant possession of your home at the end of the tenancy. To remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). If you fail to comply with this condition we may arrange for disposal of rubbish and cleaning of your home and otherwise making your home lettable again and may charge you for our reasonable costs of doing so.

42.3 We do not accept any responsibility for anything you leave at your home at the end of the tenancy.

42.4 To return all keys of your home to our office (or such other place as we may agree) on an agreed date. If you fail to return the keys at the end of the tenancy, we may continue to charge use and occupation fees until the keys are returned. If we change the locks of the property due to your failure to return the keys, we will charge you the reasonable costs of undertaking the replacement (including the cost of the replacement locks).

43 **Non-compliance with your tenancy agreement**

43.1 To reimburse us for our costs or liabilities where these are incurred as a consequence of any breach by you of any of your obligations under this agreement.

43.2 To pay, unless a court orders otherwise, our reasonable expenses (including VAT) properly incurred in enforcing this agreement.

Section 4 - Your rights

You have the following rights:

44 **Right to occupy**

44.1 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).

44.2 Your right to occupy your home is at risk if you do not comply with the terms of this agreement.

45 **Right to take in lodgers and sub-let part of your home**

45.1 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 7).

45.2 As long as you first get our written consent, you may sublet part of your home. We may give consent subject to reasonable conditions.

46 **Right to make improvements**

46.1 You may make improvements, alterations and additions to your home provided that you have first obtained our consent in writing and all other necessary approvals (for example, planning permission or building regulations approval).

46.2 We shall not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy and if we have to undertake work due to your default under this condition we may charge you our reasonable costs of doing so.

46.3 You are responsible for repairing and maintaining your improvements, alterations and additions, unless we agree in writing that we will be responsible for them. We may require you to remove any improvements, alterations or additions at the end of the tenancy and to make good any damage to your home or our fixtures and fittings or to the common parts caused by the improvement, alteration or addition (or to pay any costs reasonably incurred by us in carrying out such works in default).

47 **Right to compensation for improvements**

You may have the right to claim compensation for certain approved improvements which you have made to your home. 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.

48 **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.

49 **Right to consultation**

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

50 **Right to information**

You have a right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

51 **Right to exchange**

51.1 You have the right to exchange this tenancy with that of another assured or secure tenant of a registered provider of social housing or a local authority

subject to first getting our consent in writing. We will only refuse consent in the same circumstances where a council landlord would be able to refuse consent.

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

52 **Right to succession**

52.1 If you die, certain people, who are specified in condition 52.5, may succeed to this tenancy. This condition 52 will not apply if you have already succeeded to this tenancy (either under condition 52 in this tenancy or similar succession conditions in a previous tenancy which we granted).

52.2 If you were granted this tenancy on the transfer of your home from Gloucester City Council to us, we will not take account of any successions before the date of the transfer.

52.3 We will normally only allow one succession. We may allow further successions, at our discretion.

52.4 In certain circumstances, if the property is larger than the needs of the successor or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled, the successor will be offered suitable alternative accommodation.

52.5 **People entitled to succeed to this tenancy**

- (a) If you are a joint tenant and you die then the tenancy will continue in the name of the remaining tenant.
- (b) If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home at the time of your death.
- (c) If you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, the tenancy may pass to a member of your family who lived with you in your home (as their principal or only home) for at least 12 months prior to your death.

If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they could:

- (a) all make a claim to us in writing within three months of your death and we will assess the claims, or

- (b) make an application to Court.

52.6 **Special succession rights**

If inheritance rules do not allow someone who qualifies under condition 52.5(c) to take over this tenancy, we may use Ground 7 in Schedule 2 to the Housing Act 1988 to end this tenancy and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent (and other charges) and succession.

53 **Preserved Right to Buy**

53.1 As long as you qualify under the legislation, you have the preserved right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 as amended.

53.2 If you were an Introductory Tenant of Gloucester City Council immediately before we became your landlord, we will give you a right to buy your home as far as possible on the same terms as the preserved right to buy.

53.3 If you die, the person who takes over the tenancy under the succession rights in condition 52 will also take over your preserved right to buy (if you had that right).

53.4 You will not be able to exercise the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation.

53.5 To avoid doubt, if you became the tenant under this agreement following an exchange (under condition 51), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

54 **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.

55 **Preserved rights**

So far as possible, we agree to give you the rights in conditions 45 to 51 as they apply to a secure tenant of a council landlord and as if Sections 92-101,

104 – 106 and Schedule 3 of the Housing Act 1985 and Schedule 14 of the Localism Act 2011 applied to this tenancy.

Section 5 – Tenure

56 Tenure

56.1 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 only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988.

56.2 We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988. 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.

56.3 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:

56.3.1 we are using grounds 14 or 14A or any other statutory ground when the notice may be less than four weeks; or

56.3.2 we are using grounds which require us to give two months' notice; or

56.3.3 the court has allowed us to go ahead without serving notice on you.

56.4 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 explained in Section 6 of this tenancy agreement.

56.5 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.

56.6 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.

57 Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy (for example if you cease to live in the property as your only or principal home) we may end the tenancy by giving you four weeks' notice in writing.

Section 6 – Grounds for possession

When seeking possession of your home under this assured tenancy, we will use the grounds for possession set out in Schedule 2 of the Housing Act 1988. If any new grounds or possession are introduced into Schedule 2 of the Housing Act 1988, we may use those grounds.

We agree not to use grounds 1-6, 8 and 11 in relation to this tenancy.

Schedule 2 of the Housing Act 1988 - Grounds for possession of dwelling-houses let on assured tenancies

Part 1 Grounds on which court must order possession:

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) or a fixed term tenancy of a dwelling-house in England, 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 12 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 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 or length of term of the tenancy, the premises which are let or any other term of the tenancy.

This ground does not apply to a fixed term tenancy that is a lease of a dwelling-house:

- (a) granted on payment of a premium calculated by reference to a percentage of the value of the dwellinghouse or of the cost of providing it; or
- (b) under which the lessee (or the lessee's personal representatives) will or may be entitled to a sum calculated by reference, directly or indirectly, to the value of the dwelling-house.

We will only seek to recover possession of your home on this ground in the circumstances explained in condition 52.

Ground 7A

Any of the following conditions is met.

Condition 1 is that:

- (a) The tenant, or a person residing in or visiting the dwelling-house, has been convicted of a serious offence, and
- (b) The serious offence:
 - (i) Was committed (wholly or partly) in, or in the locality of, the dwellinghouse;
 - (ii) Was committed elsewhere against a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house; or
 - (iii) Was committed elsewhere against the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and directly or indirectly related to or affected those functions.

Condition 2 is that a court has found in relevant proceedings that the tenant, or a person residing in or visiting the dwellinghouse, has breached a provision of an injunction under Section 1 of the Antisocial Behaviour, Crime and Policing Act 2014, other than a provision requiring a person to participate in a particular activity, and:

- (a) The breach occurred in, or in the locality of, the dwelling-house; or
- (b) The breach occurred elsewhere and the provision breached was a provision intended to prevent:
 - (i) Conduct that is capable of causing nuisance or annoyance to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the dwelling-house; or
 - (ii) Conduct that is capable of causing nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 3 is that the tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under Section 30 of the Antisocial Behaviour, Crime and Policing Act 2014 consisting of a breach of a provision of a criminal behaviour order prohibiting a person from doing anything described in the order, and the offence involved:

- (c) A breach that occurred in, or in the locality of, the dwelling-house; or
- (d) A breach that occurred elsewhere of a provision intended to prevent:
 - (i) Behaviour that causes or is likely to cause harassment, alarm or distress to a person with a right (of whatever description) to reside in, or occupy housing accommodation in the locality of, the

dwellinghouse;

or

- (ii) Behaviour that causes or is likely to cause harassment, alarm or distress to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions.

Condition 4 is that:

- (e) The dwelling-house is or has been subject to a closure order under Section 80 of the Antisocial Behaviour, Crime and Policing Act 2014; and
- (f) Access to the dwelling-house has been prohibited (under the closure order or under a closure notice issued under Section 76 of that act) for a continuous period of more than 48 hours.

Condition 5 is that:

- (g) The tenant, or a person residing in or visiting the dwelling-house, has been convicted of an offence under:
 - (i) Section 80(4) of the Environmental Protection Act 1990 (breach of abatement notice in relation to statutory nuisance); or
 - (ii) Section 82(8) of that act (breach of court order to abate statutory nuisance etc.); and
- (h) The nuisance concerned was noise emitted from the dwelling-house that was a statutory nuisance for the purposes of Part 3 of that act by virtue of Section 79(1)(g) of that act (noise emitted from premises so as to be prejudicial to health or a nuisance).

Condition 1, 2, 3, 4 or 5 is not met if:

- (i) There is an appeal against the conviction, finding or order concerned that has not been finally determined, abandoned or withdrawn; or
- (j) The final determination of the appeal results in the conviction, finding or order being overturned.

In this ground:

'relevant proceedings' means proceedings for contempt of court or proceedings under Schedule 2 to the Antisocial Behaviour, Crime and Policing Act 2014;

'serious offence' means an offence that:

- (k) Was committed on or after the day on which this ground comes into force;

- (l) Is specified, or falls within a description specified, in Schedule 2A to the Housing Act 1985 at the time the offence was committed and at the time the court is considering the matter; and
- (m) Is not an offence that is triable only summarily by virtue of Section 22 of the Magistrates' Courts Act 1980 (either-way offences where value involved is small).

When using Ground 7A, we will give tenants a right to request a review of our decision to seek possession under Ground 7A, as far as possible on the same terms as the comparable statutory right of review for secure tenants as is in force from time to time.

Part 2 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:

- (n) *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*
- (o) *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*
- (p) *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*
- (q) *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*
- (r) *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

- (s) *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 notice of proceedings for possession have been served (or where no notice has to be served that proceedings for possession have been begun) more than six months but less than 12 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.

For the purposes of this ground, "common parts" means any part of a building comprising the dwellinghouse and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling-houses in which the landlord has an estate or interest.

Ground 14

The tenant or a person residing in or visiting the dwellinghouse:

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality;
- (aa) has been guilty of conduct causing or likely to cause a nuisance or annoyance to the landlord of the dwelling-house, or a person employed (whether or not by the landlord) in connection with the exercise of the landlord's housing management functions, and that is directly or indirectly related to or affects those functions; or
- (b) has been convicted of:
 - (i) Using the dwelling-house or allowing it to be used for immoral or illegal purposes; or
 - (ii) An indictable offence committed in, or in the locality of, the dwellinghouse.

Ground 14ZA

The tenant or an adult residing in the dwelling-house has been convicted of an indictable offence which took place during, and at the scene of, a riot in the United Kingdom.

In this Ground:

"adult" means a person aged 18 or over;

"indictable offence" does not include an offence that is triable only summarily by virtue of section 22 of the Magistrates' Courts Act 1980 (either way offences where value involved is small);

"riot" is to be construed in accordance with section 1 of the Public Order Act 1986.

This Ground applies only in relation to dwelling-houses in England.

Ground 14A

The dwelling-house was occupied (whether alone or with others) by a married couple, a couple who are civil partners of each other, a couple living together as husband and wife or a couple living together as if they were civil partners and:

- (a) one or both of the partners is a tenant of the dwellinghouse;
- (b) the landlord who is seeking possession is a non-profit registered provider of social housing, a registered social landlord or a charitable housing trust or where a dwelling-house is a social housing within the meaning of Part 2 of the

Housing and Regeneration Act 2008, a profit-making registered provider of social housing;

- (c) one partner has left the dwelling-house because of violence or threats of violence by the other towards:
 - (i) that partner; or
 - (ii) a member of the family of that partner who was residing with that partner immediately before the partner left; and
- (d) the court is satisfied that the partner who has left is unlikely to return.

For the purposes of this ground "registered social landlord" and "member of the family" have the same meaning as in Part I of the Housing Act 1996 and "charitable housing trust" means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity.

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling-house and, in the case of ill-treatment by a person lodging with the tenant or by 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.

Ground 16

The dwellinghouse was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

For the purposes of this ground, at a time when the landlord is or was the Secretary of State, employment by a health service body, as defined in Section 60(7) of the National Health Service and Community Care Act 1990 or by a Local Health Board, shall be regarded as employment by the Secretary of State.

Ground 17

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by:

- (a) the tenant; or
- (b) a person acting at the tenant's instigation.

Specimen

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Specimen

Contacting us and access to our services

Our **Customer Services Team** is your **first** point of contact for all enquiries to Gloucester City Homes. Whether you contact us by phone, email or in person, fully trained and experienced customer services staff will be available to deal with your enquiry.

We aim to resolve over 90% of your enquiries without having to refer you to other specialist teams. In the few cases where we are unable to help you, we will refer you on to the right specialist team within Gloucester City Homes or to one of our partner organisations.

To contact any of our specialist teams, please contact our Customer Service Team on:

Website: www.gch.co.uk
Email: customer.services@gch.co.uk
Telephone: 01452 424 344
Fax: 01452 833101

Our website is regularly updated. It will always give you the latest information and help you report your concerns or ask for a service 24 hours a day.

Or write to us or visit us in person at:

Gloucester City Homes Limited
Railway House
Bruton Way
Gloucester
GL1 1DG

Opening Times:

Monday, Tuesday, Thursday and Friday: 8.30am to 5pm
Wednesdays: 11am to 5pm