

Assured (Shorthold Starter)

Tenancy Agreement



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Definitions

In this tenancy agreement the following words and phrases shall have the meanings as set out below.

Assign

Assign means to pass the tenancy of your home to another person by a legal document.

Common parts

Common parts means all entrance halls, stairways, balconies, walkways, lifts, communal bin-stores, and fixtures and fittings which are used in common with another person.

Council

Council means Newport City Council or any successor local authority.

Joint tenant

Joint tenant means the people who have signed the tenancy agreement and who are jointly and individually responsible for the tenancy and for complying with the obligations.

Lodger

Lodger means a person who lives in your home as a member of your household, but who does not have private use of an entire part of it.

Notice

Notice means a notice in writing, given by either us or you in connection with this tenancy.

Nuisance

Nuisance includes, but is not limited to, serious annoyance, and injury or harm to others. More examples of nuisance are given in this agreement.

Sub-let

Sub-let means to rent out part of your home to another person where they have private use of that part. Sub-tenants usually do their own cooking and cleaning.

Tenancy agreement

Tenancy agreement means this agreement between you and us detailing the legal rights and responsibilities of each party.

Tenancy

Tenancy means the right to use, occupation and legal possession of your home subject to payment of rent and subject to the terms and conditions in this tenancy agreement.

Tenant

Tenant means the person who has signed the tenancy agreement and is therefore responsible for the way in which the tenancy is conducted.

Visitors

Visitors means any person who comes to your home to visit you or any members of your household. This includes regular and occasional visitors, whether adults or children, family or people not related to you.

1. Your rights

It is agreed as follows:

1.1 Your right to occupy

You have the right to occupy your home without interruption or interference from us for the duration of the tenancy (except for the obligation contained in this agreement to give access to our officers or agents), so long as you comply with the terms of this agreement and have proper respect for the rights of other tenants, neighbours and people in the neighbourhood.

1.2 Trial period

1.2.1 This is a starter tenancy. This means that for a trial period at the beginning of the tenancy it is a weekly assured shorthold tenancy. Provided you conduct the tenancy in a proper manner, it will automatically become a weekly assured tenancy at the end of the trial period, and you will then have the additional rights set out in clause 7. However, this will not happen if one of the events listed in clause 1.2.2 has occurred.

1.2.2 The assured shorthold tenancy will not convert into an assured tenancy if, at the end of the trial period, any one of the following events has occurred:

- i) We have served a notice under section 21 of the Housing Act 1988 and that notice has not been withdrawn.
- ii) We have served a notice under section 8 of the Housing Act 1988 and that notice has not expired or been withdrawn.
- iii) Proceedings for possession of your home have started.

If paragraphs i) to iii) above apply at the end of the trial period, the tenancy will remain an assured shorthold tenancy until such time as it is ended or we notify you in writing that you are an assured tenant. If paragraph ii) applies, this

tenancy will come to an end upon the expiry of the notice.

1.2.3 While this tenancy is an assured shorthold tenancy you must not:

- i) Have in your home any lodger or paying guest
- ii) Sub-let your home or any part of it
- iii) Pass on the tenancy or attempt to pass on the tenancy to any other person whether by an exchange or any other means. This does not prevent one succession to a spouse or partner taking place in accordance with clause 7.3
- iv) Carry out or allow to be carried out any alterations, additions or improvements to the home or to the fixtures and fittings in the home and not to build or erect or allow to be built or erected any shed or other structure in the garden.

1.2.4 For as long as this tenancy is an assured shorthold tenancy, we may at any time seek to end the tenancy in any one of the ways set out in clause 9.2.1

1.2.5 In the event that we serve a notice under section 21 of the Housing Act 1988 to end this tenancy, you may seek a review of the decision to serve such notice and seek possession of your home. You must request a review within 14 days of the date of the notice. You can get more information about the review process from us.

1.3 Altering this agreement

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

1.4 Obtaining our permission

Where under this tenancy agreement you must obtain our prior written permission, we agree that such permission shall not be unreasonably withheld, although it may be made subject to reasonable conditions.

1.5 Right to acquire

You have the right to acquire your home under the Housing Act 1996, 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.

2. Our responsibilities to you

2.1 Interference with possession of your home

We must provide you with possession of your home at the start of the tenancy and we agree not to interrupt or interfere with this right except where:

- (a) access is required subject to reasonable notice to inspect the condition of your home or to carry out repairs or other works to it or to any adjoining property; or
- (b) we are entitled to possession at the end of the tenancy.

2.2 Our responsibility for maintenance

We are responsible for the following:

- (a) to keep in repair the structure and exterior of your home, including drains, gutters, exterior pipes, the roof, internal and external walls, floors and ceilings, pathways, plasterwork, window frames and windowsills (but not including painting and decorating);
- (b) to keep in repair and proper working order the installations provided by us for the supply of water, gas and electricity and for sanitation, including basins, sinks, baths and sanitary conveniences, and electric wiring;
- (c) to keep in repair and proper working order the installations provided by us for space heating and heating water; and
- (d) to keep the exterior of your home and any common parts in a good state of decoration.

2.3 Items that are not our responsibility

We shall not be responsible for:

- (a) works or repairs for which you are responsible by virtue of your duty to use your home in an appropriate manner or not to damage your home by either yourself, a member of your household or visitor of your home.
- (b) keeping in repair or maintaining anything that you are entitled to remove from your home.

2.4 Our responsibilities if your home is a flat forming part of a building

- 2.4.1 Our responsibilities to keep in repair the structure and exterior of your home also apply to the building, provided that the disrepair or failure to maintain is such as to affect your enjoyment of your home or of any of the common parts, and provided that we have a legal interest in the building.
- 2.4.2 Our responsibilities to keep in repair and proper working order installations in your home also apply to installations which directly or indirectly serve your home and which form part of a building in which we have a legal interest.
- 2.4.3 We will take reasonable care to keep the common parts, including their electric lighting, communal aerials, lifts and communal door entry systems (if any), in reasonable repair and fit for use by you and other occupiers of and visitors to your home.

3. Our rights

3.1 Rights of access

We and our employees, contractors, agents and representatives, when acting on behalf or on the authorisation of us, have the right to enter your home either by arrangement with you or after giving you reasonable written notice of at least 48 hours (except in an emergency) and on production of suitable ID, in order to:

- (a) inspect the condition of your home and the installations within it.
- (b) carry out repairs to your home or neighbouring land, building or premises.
- (c) service any appliances or installations for which we have responsibility.
- (d) comply with any statutory requirement which falls on us in relation to your home or to neighbouring land, building or premises.
- (e) carry out improvements to your home or neighbouring land, building or premises.
- (f) carry out disinfection or pest control to your home, common parts or neighbouring land, building or premises.
- (g) in any case where we have reasonable cause to believe that there is an emergency or serious hazard affecting your home, other land, building or premises or any person, where access to your home is reasonably necessary to deal with that emergency.
- (h) carry out cleaning, removal of fouling, work in default, to make good any damage or to remove any addition, alteration or improvement

to your home or any substance or items on or in your home in relation to which you are in breach of your responsibilities under this agreement.

- (i) protect the fabric of your home or the building in which it is situated in an emergency.

4. Your tenancy responsibilities

It is important that you pay your rent and other charges under this tenancy agreement when they are due. If you do not, we may take court proceedings. Contact us immediately if you have any difficulty in making payment.

4.1 Duties of joint tenants

Where there is more than one tenant under a tenancy then all the tenants are jointly and individually responsible for complying with the tenants' obligations, including payment of rent, whether or not they are still living in the home.

4.2 Payments for your home

- 4.2.1 The weekly rent, service and other charges for your home at the start of the tenancy are set out in your tenancy agreement.
- 4.2.2 The payment of rent, service and other charges is due in advance on the Monday of each week. We may agree to collect your rent fortnightly or monthly in advance if you prefer.
- 4.2.3 You are responsible for making sure rent is paid whether or not you receive help with rent.
- 4.2.4 We will collect rent, service and other charges due under this tenancy over 50 weeks in each financial year (starting 1 April each year). We will tell you at the start of the year which weeks are "non-payment" weeks.

4.3 Payment of arrears

If you have any rent arrears and other charges due when this tenancy is granted, you agree to pay off those arrears by the weekly instalments shown on your tenancy agreement. If you do not make the payments, we may start court proceedings to end this tenancy. Yearly "non-payment" weeks will not apply to this tenancy where there are arrears outstanding.

4.4 Services

- 4.4.1 We shall provide the services set out in your tenancy agreement for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service on your tenancy agreement.
- 4.4.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services. We will act reasonably and will take into account any legal requirements.

4.5 Changes in rent

- 4.5.1 We may increase the rent on the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us.
- 4.5.2 After the first rent variation under this tenancy agreement we may, in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988, increase or decrease 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 a rent assessment committee to have a market rent determined. In that case, the maximum rent payable for the following year will be the rent so determined.

4.6 Changes in service and other charges

- 4.6.1 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 month's notice in writing, but not more than once a year unless there is a change in the services provided.
- 4.6.2 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.
- 4.6.3 At the same time, we will work out how much we have actually spent on providing services for you in the previous year and will make the necessary adjustment by reducing or increasing your service charge for the next year as appropriate.
- 4.6.4 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.
- 4.6.5 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable.

4.7 Supporting People charge (where applicable)

- 4.7.1 If we provide you with support services (indicated by a charge for 'Supporting People' services on your tenancy

agreement), then those services may include the provision of general counselling and support in relation to all or any of the following:

- Maintaining the security of your home
- Maintaining the safety of your home
- Standard of conduct required
- Paying the rent
- Maintaining your home in an appropriate condition
- Giving up the tenancy at the appropriate time
- Contact with others to ensure your welfare
- Other support services (excluding personal care).

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

- 4.7.2 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.
- 4.7.3 If, instead of us providing you with support services, a support provider provides you with such support services as are listed in condition 4.7.1, 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 or service charge which is payable in accordance with this agreement.

4.8 Rent arrears and advance payments

4.8.1 If, when we grant you this tenancy, you have made any advance rent payments (known as credits) or have rent (or service charge or Supporting People charges) arrears on your rent account for your home (or any other property Newport City Homes let to you) when this tenancy was granted, we will:

- (i) add the amount of any credit you have to your rent account (this is known as crediting your account); or
- (ii) add any arrears you have to your rent account (this is known as debiting your account).

4.8.2 For the avoidance of any doubt, by signing this tenancy agreement, you are agreeing that we will treat any rent or service charge or Supporting People charge arrears that you owe Newport City Homes in respect of your home before the date of this tenancy as arrears under this tenancy.

4.9 Housing Benefit

4.9.1 We will provide you with help and advice on claiming Housing Benefit.

4.9.2 If your circumstances change, altering your entitlement to Housing Benefit, you must inform the council (or the relevant authority) and us immediately. We may recover from you any overpayment which is lawfully recoverable.

4.10 Rechargeable repairs and maintenance costs

You must comply with the requirements in relation to the maintenance of your home and the common parts as set out in condition 6. In particular, you should note condition 6.6 on 'damage and repayment of costs'. If you have been granted this tenancy with repair re-charges from a previous tenancy, either with us or Newport City Council, it is a term of this

tenancy that these charges be repaid at the rate agreed with us or the council.

4.11 Temporary relocation

If required, you must give up possession of your home temporarily if work is required that cannot be carried out while you remain in occupancy. You must give up possession within a reasonable time period. We will provide suitable alternative accommodation. The circumstances where this could happen include (but are not restricted to):

- (a) your home is deemed unsafe or unfit for human habitation
- (b) it is reasonable to expect you to vacate temporarily in order to complete the work

You, any members of your household or visitors to your home, must not prevent or obstruct us or our employees, contractors or agents from undertaking the work. You will be responsible for any losses or additional costs which we incur if you are in breach of this clause.

5. Your neighbourhood responsibilities and use of your home

5.1 Nuisance and anti-social behaviour

You and anyone visiting or living at your home (including pets) must not cause or do anything likely to cause a nuisance or annoyance to any person living, visiting or working in the locality of your home.

Examples of causing a nuisance are:

- (a) playing loud music or television (including car stereos)
- (b) shouting and arguing
- (c) offensive, drunken behaviour
- (d) banging or slamming doors
- (e) barking dogs and dog fouling
- (f) dumping rubbish or unwanted goods (other than at a civic amenity site)
- (g) vandalism or other deliberate damage of property
- (h) unreasonable noise from vehicles, quad bikes and electric scooters
- (i) breaking shared security (for example, allowing strangers to get into the building or jamming communal entry doors open)
- (j) throwing any rubbish or other items from any part of your home
- (k) smoke caused by fires at your home
- (l) carrying out (or allowing to be carried out) any activity that could attract vermin
- (m) major or repeated vehicle repairs such as engine removal, panel beating or repairing a number of cars on a regular basis

The above are only examples and is not an exhaustive list.

5.2 Harassment

You and anyone visiting or living at your home must not cause, or encourage anything which causes or is likely to cause, any harassment or threat of harassment (including on grounds of race, colour, religion, age, sex, sexual orientation, gender preference or disability) to any person living, visiting or working in the locality of your home.

Harassment includes:

- (a) violence
- (b) intimidation
- (c) threats of violence
- (d) damaging someone's property or belongings
- (e) abusive or insulting words or behaviour (including by phone call, letter, email, text message, website or in person)
- (f) writing or drawing graffiti on walls, or other such vandalism
- (g) keeping a weapon or threatening anyone with a weapon
- (h) any act or omission which interferes with the peace or comfort of any person

The above are only examples and is not an exhaustive list.

5.3 Domestic violence

You must not use, attempt or threaten to use violence or abuse, whether physical, emotional, sexual, mental or economic against any other person (including children) living with you or within an intimate and/or family relationship. If you do, and this behaviour could be expected to cause that person and/or their children to have to leave your home, we may take steps to evict you.

5.4 Your relations with our employees

You must not obstruct, threaten, abuse, harass or assault any of our officers (or members of their families) or contractors or agents either during or outside normal working hours, whether they are fulfilling a landlord function or otherwise. You must not cause, allow or encourage anyone else to do so. This rule applies to anyone living with you or visiting your home. In extreme cases, the most appropriate officer will exclude abusive individuals from our offices and in such a case it is a condition of this tenancy that you will comply with the exclusion once you have been notified of it in writing.

5.5 Use of your home

- 5.5.1 You must take possession of your home at the start of the tenancy and not part with possession or sub-let the whole of it and you must occupy your home as your only or principal home.
- 5.5.2 You must not use or allow your home to be used for any trade or business or for any other purpose other than as a private dwelling without our prior written permission. You shall not cause or permit the display of any sign or the use of any advertisement at your home or in relation to your home in connection with any trade or business.
- 5.5.3 You must not keep at your home any dangerous or inflammable substance except where your home has oil, propane or solid fuel heating, in which case you may store reasonable quantities of the fuel at your home, provided it is stored in a safe and appropriate manner.

5.6 Absence from your home

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

5.7 Illegal or immoral use

You shall not use, or permit your home to be used for any illegal or immoral purposes. This also extends to activities carried out in the common parts and the locality of your home. Examples include but are not limited to:

- (a) the possession, cultivation, use and/or supply of illegal drugs;
- (b) prostitution;
- (c) being in illegal possession of, selling or using firearms; and
- (d) storing or handling stolen property.

5.8 Animals

- 5.8.1 Subject to our written approval, you may keep a combination of up to two dogs or two cats or reasonable numbers of other domestic pets provided that no nuisance or annoyance is caused.
- 5.8.2 You may not keep or allow into your home, any wild animal, farm animal or other animal or creature not normally kept as a domestic pet.
- 5.8.3 You and anyone visiting or living at your home must not cause, encourage or allow any animal to do anything that causes, or is likely to cause, a nuisance or harassment or annoyance to anyone else nearby. This includes, but is not limited to, persistent barking.
- 5.8.4 If you or any person living in or visiting your home owns or keeps a dog, you must make sure:
 - (a) it does not foul any property or communal gardens, or if it does foul, that any mess is properly cleared up straight away (unless you are a blind person and the dog is your guide dog).

- (b) it is accompanied by a responsible person whenever it is outside your home and will not be allowed to roam freely away from your home or in communal garden areas.
- (c) it does not enter any children's play area or other dog-free zone (unless you are a blind or deaf person and the dog is your guide or hearing dog)
- (d) neither you nor anyone living with or visiting you is allowed to keep or bring into the locality, any breeds named in Section 1 of the Dangerous Dogs Act 1991, or which may from time to time, be specified by us.

5.8.5 Reasonable numbers of pigeons may be kept if membership of the National or Welsh Homing Union is obtained, together with compliance with our policy on the erection of pigeon lofts.

5.8.6 We may ban you, and anyone living with you, from having animals kept at your home. It is a condition of this tenancy agreement that you will comply with any ban or prohibition on the keeping of any animal or pet.

5.8.7 You must not erect or allow to be erected any animal housing at your home either externally or internally without our prior written permission.

5.8.8 The breeding of animals for profit is not allowed without our prior written permission.

5.9 Car parking

5.9.1 You must not use or allow members of your household or visitors to use any approach roads, passageways, driveways or communal parking spaces adjacent to or leading to your home, or any passageways, driveways or garages within the boundaries of your home, for the storage of unroadworthy or untaxed vehicles, for overnight parking of commercial vehicles, or for carrying out repairs or maintenance to

any vehicle other than routine small scale repairs to a vehicle belonging to you.

5.9.2 You may keep or allow to be kept at your home, any caravan, boat, trailer or similar item if it is kept on a hard-standing that is within the boundaries of your home. You must not lay down a hard-standing at your home without our prior written permission and any other permissions necessary. Any hard-standing at your home must be compliant with any reasonable conditions set by us.

5.9.3 You must not keep or allow people living in or visiting your home to keep any caravan, boat, trailer or similar item at or on any approach road to your home or the scheme or estate on which it is situated. This prohibition also applies to any roads and any passageways, communal hard-standings, parking spaces and grassed areas on the scheme or estate on which your home is situated. You must not give permission for other people to reside in caravans or other similar vehicles within the boundary of your home.

5.9.4 You, members of your household or visitors should not obstruct access to properties or the routes of any emergency vehicles.

5.9.5 You agree that we have the right to remove vehicles parked in violation of these terms, with the cost of this being re-charged to you if you are the vehicle's owner. You must pay any rechargeable amount to us within 14 days of demand.

5.9.6 You, members of your household or visitors should not store mopeds, motor bikes, quad bikes or similar vehicles or any fuel for these vehicles in your home or in the common parts.

5.9.7 You must not carry out car repairs for payment in your home or in the common parts. You must not spill oil or any other contaminant from motor vehicles in the common parts or in your garden.

6. Maintenance

6.1 Condition of your home

6.1.1 You must keep your home and the common parts in a clean and tidy condition. You must keep the inside of your home in reasonable decorative order and ensure that open fire chimneys that are used are swept regularly. You must not neglect your home or let it fall into disrepair. You should carry out promptly all necessary repairs to your home other than those that are our responsibility.

6.1.2 You are also responsible for minor repairs including (but not limited to):

- (a) internal doors and furniture
- (b) door bells
- (c) lost front door keys
- (d) lost/additional fob keys
- (e) broken windows and front or back door glass caused by accidental damage or without a crime reference number
- (f) bath, sink and wash-hand basin plugs and chains
- (g) chains and pulls to toilet cisterns and toilet seats
- (h) washing machine and dishwasher fittings
- (i) fuses in your appliances

6.1.3 If you fail to fulfil these obligations, we may undertake any necessary work and recharge you any reasonable costs. You must pay these recharges within 14 days of demand.

6.2 Rubbish

You must keep your home clean and free from rubbish. If you do not, we will carry out the work and charge you any reasonable costs. You must pay these recharges within 14 days

of demand.

6.3 Balconies

You must keep your balcony area (if any) tidy and free from rubbish and obstruction. You must not do anything on the balcony which is likely to cause a nuisance to other people, including allowing water to escape, holding barbecues or throwing items from the balcony. You must not hang washing over your balcony.

6.4 Smoke and fire detectors

Where a battery operated smoke/fire detector is fitted at your home, you must maintain it in proper working order at all times and must replace/renew the batteries when necessary. You must ensure that fitted detectors are not damaged or disconnected and are not removed from your home. Where hardwired smoke detectors are installed, you must report any damage or fault immediately.

6.5 Reporting disrepair

You must advise us promptly of any disrepair or defect for which we are responsible in your home or the common parts.

6.6 Damage and repayment of costs

6.6.1 You must make good any damage to your home or our fixtures or fittings or to the common parts caused by you or any member of your household or visitors including pets (fair wear and tear excepted). If you do not do this, you must pay our costs which were reasonably incurred in carrying out such works.

6.6.2 You must also pay our reasonable costs which were incurred where we need to do works as a result of you carrying out alterations or improvements in an unsatisfactory manner and/or unsafe manner or without our prior written consent.

6.7 Right to make improvements

Only if and when this tenancy becomes an assured tenancy in accordance with clause 1.2 you may make improvements, alterations and additions to your home, including external decorations and additions to, or alterations in, our installations, fixtures and fittings, provided that you have first obtained our written consent and all other necessary approvals (for example, planning permission or building regulations approval).

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.

The following are examples of improvements or alterations for which you need our permission:

- (a) any structural changes or additions to your home
- (b) installing central heating or a new kitchen, bath or shower
- (c) installing a gas fire or making any changes to water, gas or electrical installations we have provided
- (d) adding to or changing any of the fixtures or fittings we have provided
- (e) removing, adding to or altering any fence, hedge or garden wall or installing a hardstanding
- (f) decorating the exterior of your home
- (g) erecting any outbuilding at your home

Works may be inspected after they have been completed to ensure they are up to standard.

6.8 Compensation for improvements

You have the right to claim compensation for certain improvements which you have made to your home after a certain date as if section 100 of the Housing Act 1985 applies to this tenancy agreement. 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.

6.9 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 as if section 96 of the Housing Act 1985 applies to this tenancy. More information is available from us. 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.

6.10 Communal areas

You must keep any of the common parts clean and free from rubbish, obstruction or belongings. Where we designate an area of the common parts for keeping storage bins for domestic rubbish or recycling facilities, you must keep those areas clean and tidy. In the event of us incurring any cost in cleaning and/or tidying these areas due to default, you must pay a fair proportion of our costs which were reasonably incurred.

You may not hang washing in any of the common parts unless drying facilities are provided.

6.11 Gardens

- 6.11.1 You must maintain the garden of your home (if any) to a good condition, and not allow rubbish, disused equipment, household items or any other debris to be left in the garden or boundary of your home. If you fail to remove any items following a request from us, we reserve the right to remove and dispose of them and recharge our costs which were reasonably incurred to you. You must pay any such recharge within 14 days of demand.
- 6.11.2 You must ensure that any garden path and the exterior of any shed, store, greenhouse, fencing, or other structure at your home is maintained in a good state of repair and decoration, unless responsibility for these areas has been accepted by us. You must keep hedges and trees at your home free from rubbish, weeds, or overgrowth, and must cut any lawns on a regular basis.
- 6.11.3 You must not remove and must not allow to be removed any tree, shrub, hedge, fence or wall at or within the boundaries of your home without our prior written consent. You must not plant or allow to be planted any tree or large shrub near any building in a position where it is, or may become, a danger or cause damage to any person or property.
- 6.11.4 When planting trees or shrubs you should give reasonable consideration to the effects these could have on your home and neighbouring properties or to our need to obtain access to undertake repairs and other works. You are responsible for the maintenance of any plants, shrubs or trees planted for the duration of this tenancy.
- 6.11.5 You must not pave or concrete over any part garden or land forming part of your home or build any sheds or other similar outbuildings, without our prior written permission (which will not be unreasonably withheld).

6.12 Satellite dishes, aerials, security lighting and CCTV

- 6.12.1 You must not put up or allow to be attached, a satellite dish, aerial, security lighting, CCTV equipment or other similar device or apparatus on your home, without our prior written permission and planning or other permissions if required.
- 6.12.2 You must remove any satellite dish, aerial, security lighting, CCTV equipment or similar device or apparatus which you have put up or attached at your home without our consent, within 14 days of demand and make good any damage caused, or you must pay us within 14 days of demand our reasonable costs which were incurred for such removal and repair.

7. Transfer of the tenancy

7.1 Assignment

You must not pass, transfer or assign the tenancy of your home to another person or persons except in the following circumstances:

- (a) In furtherance of a court order.
- (b) With our prior written consent when exercising the right to exchange (only if this tenancy is an assured tenancy)
- (c) To someone who would have been qualified under 7.3 to succeed to the tenancy

7.2 Right to exchange

If this tenancy becomes an assured tenancy in accordance with clause 1.2, you have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority, subject to first getting our written consent. We will only refuse consent in the same circumstances where a council landlord would be able to refuse consent.

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

7.3 Succession – general

- 7.3.1 In the event of your death, a member of your family may succeed to this tenancy. Only one succession can occur. If there has already been a succession, we may consider granting a new tenancy of the property, but that will be entirely at our discretion (For information about when there has already been a succession see 7.3.3).
- 7.3.2 If this is a joint tenancy and one tenant dies, the remaining tenant automatically becomes a sole tenant and this clause does not apply.
- 7.3.3 There will have been a succession already if:

- (a) the tenant who has died acquired the tenancy under this clause
- (b) the tenant who has died was originally a joint tenant and has become the sole tenant
- (c) the tenant who has died had the tenancy assigned to him or her (unless this was as a result of a court order following relationship breakdown, in which case the tenant would only be considered to be a successor if the other party to the relationship had been)

7.3.4 If the succession results in the home being larger than the needs of the successor, or has been provided or adapted for a person with particular needs and there will not be anyone living at the property with those needs, then we are entitled to refuse the succession but any person entitled to succeed will be offered suitable alternative accommodation.

7.3.5 People entitled to succeed to the tenancy:

Where a sole tenant dies the following people will be entitled to succeed under this clause provided they are living in the home as their only or principal home at the time of the tenant's death:

- (a) a spouse or civil partner
- (b) (provided that the trial period has ended and the tenancy has become an assured tenancy before the tenant's death) another member of the deceased's family who has resided with the deceased tenant throughout the period of 12 months ending with the death

- c) For the purposes of (b), “member of the deceased’s family” means a person living with the deceased as if they were husband or wife or a civil partner, a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew or niece. Relationships by marriage or civil partnership and of half blood qualify.

7.3.6 Where there is a person entitled to succeed under this clause, they should make a request in writing to us as soon as possible after the death and no later than three months after it. If there is someone qualified to succeed then this tenancy will pass to them automatically (subject to 7.3.7 below). If there is more than one person qualified, they should try and agree between them who will succeed. If they cannot, we will decide.

7.3.7 Where there is a person who has inherited the tenancy but they are not the person qualified to succeed under this clause we will seek to end this tenancy on ground 7 and then grant a new tenancy upon the same terms as this one save as to rent, other payments and succession (which will be excluded).

7.4 Sub-letting and lodgers

7.4.1 You must not sub-let the whole of your home. If this tenancy becomes an assured tenancy under clause 1.2, you may sub-let part of your home with our prior written consent (we may make our consent subject to reasonable conditions).

7.4.2 If this tenancy becomes an assured tenancy under clause 1.2, you may take in a lodger or lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see condition 7.5). You must tell us the name, age and sex of the intended lodger and of the accommodation they will occupy.

7.5 Overcrowding

You must not allow your home to be occupied by more people than the number for whom it was designed. The maximum number of tenants for your home is set out on your tenancy agreement.

8. Serving notices

8.1 This condition gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this tenancy agreement, is: Nexus House, Mission Court, Newport, NP20 2DW

8.2 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.

9. Ending the tenancy

9.1 How you can end the tenancy

- 9.1.1 You are required to give us at least four weeks' written notice to terminate the tenancy, ending on a Monday. You are liable to pay the rent and other charges for these four weeks, even if you vacate or return the keys before the expiry of the notice. You must also pay us any rent or other charges you owe (straight away/by the end of the tenancy). You are still responsible for the security and safety of your home until the tenancy has ended.
- 9.1.2 In instances where you have given notice to terminate the tenancy, compliant with this tenancy agreement and have returned the keys to your home prior to the termination date, you may request the keys back and occupy your home for any amount of time until the termination of the tenancy date.

Where only one of the joint tenants ends the tenancy by giving us proper notice, then the whole of the tenancy is terminated. We will decide whether any other joint tenant can stay in the property in line with the rules and conditions of our allocation policy.

9.2 How we can end the tenancy

- 9.2.1 For as long as this tenancy is an assured shorthold tenancy, we can terminate it at any time in accordance with clause 1.2 under section 21 of the Housing Act 1988.
- 9.2.2 We can end this tenancy at any time, whether it is an assured or an assured shorthold tenancy by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988. If this tenancy becomes an assured tenancy, we may

also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).

- 9.2.3 If we intend to seek a demotion order, we will give you two weeks' notice in writing unless the court has allowed us to go ahead without serving notice on you.
- 9.2.4 We agree that we will not seek possession of your home under grounds 1 to 6 of Schedule 2 of the Housing Act 1988.
- 9.2.5 If we intend to seek possession of your home, as long as this tenancy has not been demoted or is still an assured shorthold tenancy, we will give you four weeks' notice in writing unless:
- we are using grounds 14 or 14A when the notice may be less than two weeks; or
 - we are using grounds 7, 9 or 16 when we will give two months' notice; or
 - the court has allowed us to go ahead without serving notice on you.
- 9.2.6 We agree that, unless this tenancy has been demoted or is still an assured shorthold tenancy, we will only serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in condition 11 (pages 24-27).
- 9.2.7 If this tenancy has been demoted or is an assured shorthold tenancy, 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.

9.2.8 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 anti-social behaviour.

9.3 Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy, we may end the tenancy by giving you four weeks' notice in writing.

9.4 Your responsibilities at the end of the tenancy

9.4.1 At the end of the tenancy, you must give vacant possession of your home and remove all furniture and other belongings from your home except anything that belongs to us. You must leave your home in a clean and tidy condition free from pets, pests and vermin. You must ensure that our fixtures and fittings are left in the same condition as they were at the time of the start of the tenancy (fair wear and tear excepted), subject to any alterations made with our prior written permission. Our fixtures and fittings include, but are not limited to, smoke detectors, washing lines, walls, heating systems, kitchen and bathroom fittings and units, wheelie bins and outbuildings. If you do not comply with these responsibilities, you may have to pay our reasonable costs which were incurred due to your default.

9.4.2 You must return all the keys of your home to us by 12 noon on the Monday the tenancy ends. This includes all keys to your home, keys to the common parts, garage keys, door entry fobs and any other keys for sheds, gates and outbuildings. Failure to return keys at

the end of the tenancy will result in you being recharged for our reasonable costs which were incurred for lock and communal fob replacements.

9.4.3 If any belongings or items are left in your home at the end of the tenancy, we will dispose of them and you will be charged for the disposal costs.

9.4.4 When you leave, you must give us a forwarding address. If this is not done, we may not be able to contact you to refund any money due to you. For example, overpaid rent or a heating refund.

10. Sharing information

10.1 Right to consultation

- 10.1.1 We will consult you on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance that are likely to have a substantial effect on your tenancy.
- 10.1.2 We will provide you with a copy of our consultation policy and procedure on request. We may change the policy, but we will not do so without consulting tenants.
- 10.1.3 When it states in this tenancy agreement that we will consult tenants, this means we will follow the consultation arrangements laid down in our consultation policy and procedure, but this may not involve consulting you individually. If you are not happy with a decision, you can ask us to review it. When we are asked to, we will review a decision. We may decide to keep to the original decision. The review will be carried out by someone who did not make the original decision.

10.2 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 and other matters.

In addition, we will provide you with information on our housing management policies as required by the guidance issued by Welsh Government.

10.3 Complaints

We shall establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of Welsh Government 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.

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman.

10.4 Data protection

We may, in some instances, need to share information about you with other statutory bodies such as the police. Such information would only be shared to prevent fraud and the detection of other crime, and/or to protect public funds. Your personal information will always be handled in accordance with the requirements of the Data Protection Act 1998 or any other relevant legislation.

You are entitled to inspect personal information held by us on you or your family in the housing files. We will provide photocopies of this information on request (in accordance with time limits prescribed by statute), although we may make a reasonable charge for this. You may not be able to see any information we receive from others in confidence.

11. Grounds for possession

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

Part I Grounds on which court must order possession

Ground 7

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

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

We will only seek to recover possession of your home on this ground in the circumstances explained in condition 7.3 as amended by

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 dwelling-house,
 - (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 dwelling-house, has breached a provision of an injunction under section 1 of the Anti-social 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 Anti-social 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:

- (a) a breach that occurred in, or in the locality of, the dwelling-house, or
- (b) 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 dwelling-house, 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:

- (a) the dwelling-house is or has been subject to a closure order under section 80 of the Anti-social Behaviour, Crime and Policing Act 2014, and
- (b) 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:

- (a) 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
- (b) the nuisance concerned was noise emitted from the dwelling-house which 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:

- (a) there is an appeal against the conviction, finding or order concerned which has not been finally determined, abandoned or withdrawn, or
- (b) 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 Anti-social Behaviour, Crime and Policing Act 2014;
 - “serious offence” means an offence which:
 - (a) was committed on or after the day on which this ground comes into force,
 - (b) 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
 - (c) 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).”

Ground 8

Both at the date of the service of the notice under section 8 of the Housing Act 1988 relating to the proceedings for possession at the date of the hearing (if rent is payable weekly), at least eight weeks' rent is unpaid. For the purpose of this, ground "rent" means rent lawfully due from the tenant.

Part II Grounds on which court may order possession

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect. We will only seek to recover possession of your home on this ground if in addition we can show that:

- (a) we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/ or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession, or
- (b) your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person, or
- (c) your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any

longer resides in your home and we require your home for occupation by a person who has those special needs, or

- (d) your home is overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence, or
- (e) premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property, or
- (f) a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy provided that we commence proceedings for possession within twelve months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:
 - (i) The age of the person succeeding to your tenancy
 - (ii) The period during which the person succeeding to your tenancy occupied the property with you as their only or principal home
 - (iii) Any financial or other support given to you by the person succeeding to your tenancy.

Ground 10

Some rent lawfully due from the tenant:

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

Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.

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 dwelling-house 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 dwelling-house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a subtenant 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 dwelling-house 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 dwelling-house:

- (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, or

- (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 dwelling-house.

Ground 14a

The dwelling-house was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife or civil partner and:

- (a) one or both of the partners is a tenant of the dwelling-house,
- (b) 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
- (c) 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 within the meaning of the Charities Act 1993.

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 dwelling-house 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, 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.

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