

we believe is abandoned or is causing obstruction, nuisance or risk to the safety of residents.

- 4.9 You and any person living in or visiting your home must not carry out works to vehicles either on the property or garden which cause nuisance. The use of spray equipment, power tools or breaking up vehicles is not allowed.
- 4.10 You must not erect a television aerial or satellite dish without prior written consent from the Association. You must comply with all planning, building regulations and conservation requirements. The Association may withhold consent to prevent the excessive increase of unsightly satellite dishes or aerials.
- 4.11 You must keep tidy any garden or shared garden which is part of your home by cutting lawns, trimming hedges, maintaining trees and not disposing of rubbish or unsuitable items in the garden etc.
- 4.12 You must dispose of any rubbish in the bins provided or through other local arrangements.
- 4.13 You must not put up structures such as sheds or garages without the Association's written consent nor without planning consent, if it is required.
- 4.14 You must keep clear any communal areas such as entrance halls, stairs and landings. You must not block such areas with household furniture or possessions such as bikes, prams etc.
- 4.15 You must comply with any special conditions set out in Part 9 of this Agreement or any House Rules as set out at Part 10 of this agreement.

THE AGENT'S AND THE ASSOCIATION'S RESPONSIBILITIES

- 4.16 The Agent and the Association will give you possession of the property at the start of this Agreement and will not interrupt or interfere with your right to the peaceful occupation of your home except where:
 - access is required to inspect the condition of, or carry out repairs or other works to, the property or adjoining property or to discharge the Association's or the Agent's statutory obligations.
 - a court has given the Association possession by ending the tenancy.
 - where you have surrendered your tenancy to the Agent or to the Association
- 4.17 The Agent will provide you with information on the Association's and the Agent's housing policies as required under law and as set out in the Housing Corporation's Assured Tenants' Charter.
- 4.18 The Agent will provide you with a statement at the end of each year setting out the total rent paid by you during the year and any amounts still owed.

5. CONSULTATION AND PARTICIPATION

- 5.1** The Association and the Agent will consult you before making any changes in matters of management or maintenance which are likely to have a substantial effect on your occupation of your home.
- 5.2** The Association and the Agent will consult you before changing the terms of this Tenancy Agreement and consider your comments and the comments of other tenants before writing to you with notice of the changes to be made and the date from which the changes will be made.
- 5.3** The Association and the Agent must deal with your complaints efficiently if you feel that they are not carrying out their responsibilities or have breached any terms in this Agreement. Our complaints procedure is explained in the Tenants' Handbook.
- 5.4** The Association and the Agent must follow guidance and regulatory requirements issued by the Housing Corporation in its Performance Standards and Assured Tenants' Charter. We can provide you with copies of these documents and we will provide you with any information on our policies which these documents state we should provide.
- 5.5** The Association and the Agent must follow the requirements of the Data Protection Act (1998) and of their respective Confidentiality Policies when dealing with information held about you on our computer systems and manual files. The Confidentiality Policy is explained in the Tenants' Handbook.
- 5.6** You have the right to written information from the Association and the Agent about the terms of this tenancy and about each organisation's responsibilities for repairs, policies and procedures on consulting tenants, and on allocating homes, transfers and exchanges. To obtain these you should in the first instance contact the Agent.
- 5.7** You have the right, under the Data Protection Act (1998), to see certain information that the Association and the Agent hold about you on computer and manual records. You also have the right to reasonable access to other information held about you or your family unless it is confidential, for example information provided in confidence by a third party. You can arrange to see this information and/or get copies, in which case you may be asked to pay for the costs. You have the right to have information corrected if it is inaccurate or to record your disagreement.
- 5.8** You have the right to set up or join a tenants' group and the Agent or the Association will give you whatever assistance possible to do so. You should contact the Agent if you are interested in receiving advice or more information.

6. USING YOUR HOME

- 6.1 You have the right to take in lodgers as long as you do not exceed the designated number of people eligible for suitable occupation of the property. You must get the Agent's permission - which will not be unreasonably withheld – to take in lodgers. You must also inform the Agent of details of any lodger including name, age and sex and which part of the property they will be occupying **before** taking in any lodger.
- 6.2 You must not transfer (assign) the tenancy or part with possession of the whole tenancy, except if ordered by a court under the Matrimonial Causes Act 1973, the Family Law Act 1996 or the Children Act 1989 following a relationship breakdown. If appropriate, you must notify Housing Benefit or any other relevant agency of any such changes to the occupation of your home. If such an order is made those living in the property will be expected to need and make use of the specialist services provided. Where this is not the case the Agency and the Association will terminate the tenancy.
- 6.3 If you are a joint tenant you must not release or attempt to release any other joint tenant from the tenancy without the written consent of the Association. . If the tenancy reverts to a sole tenancy the remaining tenant must be in need of and use the specialist services required. If that is not the case consent will **not** be approved.
- 6.3 You must use the accommodation as your only or principal home.
- 6.4 You must not use your home to carry on any trade, business or profession without the written consent of the Agent. If consent is given it may be withdrawn by giving you one weeks' written notice if we think that the business is causing annoyance or nuisance or breaking the law.
- 6.6 You must let the Agent know in writing if you are going to be away from your home for more than 7 days, providing details of contact name and a contact address for you while you are away and how long the property will be empty. If the Premises are not occupied by you for a period of more than four weeks the Agent may assume that the Property has been abandoned and will then serve a Notice terminating the tenancy unless you have previously advised the Association of your intended temporary absence and you have made arrangements for the payment of rent due in that period. In these circumstances the Association may take possession of the property without order of the court.
- 6.7 Following investigation, if it appears that you have abandoned the property or you are not using it as your only or principal home, the Agent will take action to recover possession of the property on behalf of the Association. The Agent will take no responsibility for anything you leave at the property and may dispose of or sell such items and set the proceeds of any sale (after deductions) against any rent arrears which you may owe

7. ENDING THE TENANCY

- 7.1 You must give the Agent at least 4 weeks notice in writing ending on a Monday when you want to end the Tenancy Agreement and give up your home. If you do not provide this period of notice the Agent will charge you 4 weeks rent either from the time the Agent is made aware of your intention to leave the property or from when you return the keys. If the Agent re-lets the property before the four-week notice has expired they will not charge you further rent after this date.
- 7.2 Sole tenants may, with the Agent's prior agreement, give a shorter period of notice that they want to end their Tenancy Agreement and give up their home. In the case of joint tenants, the Agent and all joint tenants must be in agreement that the shortened notice period will apply.
- 7.3 In the case of joint tenants, notice of termination given by one tenant will terminate the entire tenancy.
- 7.4 Upon receipt of notice the Agent will require you to allow access to carry out an inspection and/or allow viewing by prospective tenants. The Agent will give you reasonable notice of any such visits.
- 7.5 You must not leave anyone else living in your home when you move out. You must return the keys of the property to your local office. If you fail to do this rent will continue to be charged or the locks changed, for which you will be charged.
- 7.6 You must clear all personal belongings from the property and any garages or sheds and leave the property and the Agent's and the Association's fixtures and fittings in a good and clean condition. The Agent and the Association will accept no responsibility for anything you leave at the property and may dispose of such things and charge you the cost of doing so.
- 7.7 Following investigation, if it appears that you have abandoned the property or you are not using it as your only or principal home, the Agent will take action to recover possession of the property on behalf of the Association.
- 7.8 If the Agent on the Association's behalf decides to start proceedings through the Courts to end the tenancy and regain possession of the property, it will give you four weeks' written notice of the date that Court proceedings may start. The exceptions to this will be in cases where you or anyone else living in the property or any visitor has caused nuisance and annoyance and the Association has decided to regain possession on Ground 14 of the Housing Act (1988). In this case the Agent will start Court proceedings immediately.
- 7.9 There are currently 17 Grounds (legal reasons) which the Agent on the Association's behalf can use to ask a Court to end your tenancy and a full list of these Grounds is set out in Appendix 1. These Grounds may be changed by law.

8. CHANGING THIS AGREEMENT

- 8.1 The Agent can change the rent as set out in sections 2.3 - 2.6.
- 8.2 Anything in this agreement can also be altered if all the parties agree in writing.
- 8.3 This agreement can also be changed by following the procedure below:
- (a) When the Association or the Agent is considering changing any term of this tenancy we will write to you to:
 - tell you that they are planning a change;
 - tell you what the change is, and how it will affect you;
 - ask for your comments on the change.
 - (b) The Association or the Agent on the Association's behalf will consider comments we receive from all tenants.
 - (c) If the change goes ahead, the Agent or the Association will write to you again at least a month before making the change, to tell you the date the change will come into force and to tell you how the change will affect you.
 - (d) The change will start from the date we say in our letter.

Agreement to Varied Terms and Conditions

I confirm that I have read or have had explained to me the varied terms and conditions contained within this document and agree to accept the Variation to my tenancy agreement

Signed _____ (The Tenant)

Of

(Address) 30 Overcliffe
Gravesend
Kent

APPENDIX 1

(HOUSING ACT 1988 SCHEDULE 2)

GROUND 1 ON WHICH COURT MUST ORDER POSSESSION

GROUND 1 Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case) -

(a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling house as his only or principal home;

or

(b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

GROUND 2 The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and -

(a) the mortgagee is entitled to exercise a power of sale conferred on him by the mortgage or by Section 101 of the Law of Property Act 1925; and

(b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and

(c) either notice was given as mentioned in Ground 1 above or the court is satisfied that it is just and equitable to dispense with the requirement of notice;

and for the purposes of the ground "mortgage" includes a charge and "mortgagee" shall be construed accordingly.

GROUND 3 The tenancy is a fixed term tenancy for a term not exceeding eight months and -

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling house was occupied under a right to occupy it for a holiday.

GROUND 4 The tenancy is a fixed term tenancy for a term not exceeding twelve months and -

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling house was let on a tenancy falling within Paragraph 8 of Schedule 1 to this Act.

GROUND 5 The dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his office and -

(a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and

(b) the court is satisfied that the dwelling house is required for occupation by a minister of religion as such a residence.

GROUND 6 The landlord who is seeking possession or, if that landlord is a registered housing association or charitable housing trust, a superior landlord intends to demolish or reconstruct the whole or a substantial part of the dwelling-house or to carry out substantial works on the dwelling-house any part thereof or any building of which it forms part and the following conditions are fulfilled -

(a) the intended work cannot reasonably be carried out without the tenant giving up possession of the dwelling house because:

(i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or

(ii) the nature of the intended work is such that no such variation is practicable, or

(iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this sub-paragraph referred to as "the reduced part") as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out, and where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or

(iv) the nature of the intended work is such that such a tenancy is not practicable; and

(b) either the landlord seeking possession acquired his interest in the dwelling-house before the grant of the tenancy or that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) nor any person who, alone or jointly with others, has acquired that interest since that time acquired it for money or money's worth; and

(c) the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the Rent Act 1977, as amended by Part 1 of Schedule 4 to this Act or, as the case may be, Section 4 of the Rent (Agriculture) Act 1976, as amended by Part II of that Schedule.

For the purposes of this ground, if, immediately before the grant of the tenancy, the tenant to whom it was granted or, if it was granted to joint tenants any of them was the tenant or one of the joint tenants under an earlier assured tenancy of the dwelling-house concerned, any reference in paragraph (b) above to the grant of the tenancy is a reference to the grant of that earlier assured tenancy.

For the purpose of this ground "registered housing association" has the same meaning as in the Housing Associations Act 1985 and "charitable housing trust" means a housing trust, within the meaning of that Act, which is a charity, within the meaning of the Charities Act 1960.

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