

4. GENERAL RESPONSIBILITIES

YOUR RESPONSIBILITIES

- 4.1 You are responsible for the behaviour of every person and pet living in or visiting your accommodation. This responsibility covers your accommodation and its locality as well as your local Hyde office and other Association premises and the Agent's office and other Agent's premises. You are responsible for the actions or misbehaviour of your children and breaches of the tenancy agreement by them may result in the Agent applying to the courts for permission to end the tenancy and evict you.
- 4.2 You and any person living in or visiting your accommodation, either with or without your permission, must not cause nuisance, annoyance or disturbance to neighbours, other tenants or their visitors.
- 4.3 You and any person living in or visiting your accommodation must not harass any other tenant, their visitors, neighbours, Hyde's employees or agents, the Managing Agent's employees or agents or anyone going about their lawful business in the locality of your home. You must not cause criminal damage to any Hyde property or Agent's property or other property in your locality. You must not abuse, assault, threaten or obstruct the Agent's or the Association's staff, contractors or others providing a service or allow others to do so.
- 4.4 You must not use violence on or threaten violence to anyone who lives with you in your accommodation or in the property.
- 4.5 You must use the property for residential purposes as your only or principal home and not use the property, your accommodation or neighbourhood for any immoral or illegal activity.
- 4.6 You must get the written consent of the Agent before keeping any pets e.g. dogs, cats, reptiles, birds or livestock in your accommodation, including any communal areas or garden. Permission will not be unreasonably withheld but will take into consideration the nature of the supported housing scheme and the type of pet requested. If consent is given it may be withdrawn by giving you one week's written notice if we think that the pet is causing annoyance, or nuisance or is not being well cared for. Any pet which causes a nuisance or damage to the property must be removed at the Agent's or the Association's request.
- 4.7 You and any person living in or visiting your home must not park a vehicle anywhere on the Association's or the Agent's property except on a parking area so designated by the Association or the Agent or in a garage that you rent with the property. You and they must not park heavy goods, public service, trade or commercial vehicles, caravan, motor home, trailer or boat on the garden, driveway, paved or grassed areas around your home or on any communal areas without agreement in writing from the Agent. The Agent or the Association reserves the right to require you and them to remove the vehicle at your own expense. You and they must not park anywhere that would obstruct emergency services.
- 4.8 You and any person living in or visiting your home must not park any vehicle on the Association's or the Agent's property or land which is not taxed or not fit for regular lawful use on the public road and is not of an appropriate size and type for where it is parked. The Association or the Agent may remove without notice any vehicle which

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)

31 Overcliffe
Gravesend
Kent.