

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.

GROUND 7(cont.) 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.

GROUND 8 Both at the date of the service of the notice under Section 8 of this Act relating to the proceedings for possession and at the date of the hearing -

- (a) if rent is payable weekly or fortnightly, at least eight week's rent is unpaid.
 - (b) if rent is payable monthly, at least two month's rent is unpaid;
 - (c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and
 - (d) if rent is payable yearly, at least three month's rent is more than three months in arrears;
- and for the purpose of this ground "rent" means rent lawfully due from the tenant.

GROUND 8 Both at the date of the service of the notice under Section 8 of this Act relating to the proceedings for possession and at the date of the hearing -

GROUND 9 Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

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 sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, "common parts" means any part of a building comprising the 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 any other person residing in or visiting the dwelling-house

- (a) has been guilty of conduct which is a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, 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 arrestable 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 and

- (a) one or both of the partners is a tenant of the dwelling house.
- (b) one partner has left 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

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.

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

HYDE HOUSING ASSOCIATION LIMITED

ASSURED TENANCY AGREEMENT

VARIED TERMS AND CONDITIONS

1. ABOUT YOUR TENANCY AGREEMENT

- 1.1 This Tenancy Agreement makes you an Assured Tenant, that is, a permanent Tenant, with all the rights contained in the Housing Corporation's Assured Tenants' Charter.
- 1.2 One of the principal rights is that you cannot be evicted from your home unless the Association has obtained an order from a court allowing it to do so. The Association would only take this action:
- if you have broken a condition of this Tenancy Agreement or have given false information in your housing or transfer application.
 - the Association has to gain possession either temporarily or permanently in special circumstances. In such circumstances you may be offered an alternative home and compensation costs.
 - If the property at any point is not your only or principal home the Association may end the tenancy by giving you 4 weeks written notice.
- 1.3 The Association will serve you with notice (Notice of Intention to Seek Possession) and give reasons for its action before seeking a court order for eviction. The notice will normally give at least 4 weeks notice of the date that court proceedings may start except in cases of nuisance or harassment if there is a threat to people or property. In such circumstances the Association may start eviction proceedings immediately.
- The notice may be served by the Agent on the Association's behalf.
- 1.4 In the case of Joint Tenants any notice served on one tenant will be considered to have been served on all tenants.
- 1.5 Any written correspondence including serving of notices will be considered to have been received by you if delivered to your home or at your last known address (if different) either by post or by hand. Any correspondence you wish to deliver to the Association or the Agent by post or by hand should be delivered to the address of your local office.
- 1.6 Hyde Housing Association, hereby gives you notice pursuant to Section 48(1) of the Landlord and Tenant Act (1987) that our address for service of notices (including notices of proceedings) is as follows: Hyde Housing Association, Leegate House, Burnt Ash Road, Lee, LONDON, SE12 8RR.

- 1.7 It is agreed by the Association and the Tenant that, for the purposes of the Contracts (Rights of Third Parties) Act (1999), this Agreement is not intended to and does not give rights to any third parties to enforce any condition contained in it.

2. RENT

- 2.1 You agree to pay the total charge due in advance on the first day of each period for which it is due. The total charge is payable on the Monday of each week for weekly tenancies and on the first day of each month for monthly tenancies. The charge is payable to the agency.
- 2.2 If you are joint tenants, each tenant is responsible for payment of the rent as well as any rent arrears which occur. If a joint tenant leaves, the remaining tenant will be responsible for all rent and any debts.
- 2.3 We will review your rent only once per year on the first Monday of April. The increase will also be applied on the first Monday in April to tenancies which have started since the first Monday of April of the previous year. We will inform you of any changes to your rent by giving you at least 28 days notice in writing. If you are receiving Housing Benefit you should inform the local authority of the increase to ensure your entitlement is revised.
- 2.4 The percentage increase to your rent will be for inflation, as measured by comparing the Governments' General Index of Retail Prices (RPI) published for the preceding 30th September with the Index published for the 30th September before that, plus 1% **OR** an amount fixed by either the Association's Committee of Management or by the Association's Mortgagee acting in their capacity as Mortgagee in Possession.
- 2.5 As part of your rent we will make charges for services we provide. These services and the categories of services may be varied, added to, extended, reduced or withdrawn if Agent considers it necessary by giving you at least four weeks notice of the change. This will not happen more than twice a year. We will charge you for these services either on the basis of reasonable costs incurred during the previous accounting year or of estimates for the current or next accounting year. The difference between any estimate and the actual cost may be carried forward to the next financial year.
- 2.6 The Agent may set up a sinking fund to be used for any unusually heavy cost expected to be paid for by the service charge account in the foreseeable future.
- 2.7 The Agent will provide an annual account of the service charges costs incurred, the service charges due, and the amount held in the sinking fund, if any.
- 2.8 You agree the Managing Agent can receive any Housing Benefit entitlement directly from the authority that pays it if it so requires. You agree that the Managing Agent can receive payments direct from the Benefits Agency for the recovery of arrears. If your circumstances change you must inform the Managing Agent, the local authority and, where you are in receipt of other benefits, the DSS. Failure to inform the relevant organisation of changed circumstances could result in prosecution. If the Association or the Managing Agent becomes aware of your changed circumstances and believes you have not informed the relevant organisation it will be obliged to inform those organisations. There are time limits for doing this. You should check these with the relevant organisation. Any overpayment of Housing Benefit paid to the Agent will be

reclaimed as rent arrears. You should regularly check that your local authority is paying your Housing Benefit and that the Agent is receiving it.

- 2.9 The rent does not include water, electricity or gas charges or any charges that you have to pay to the local authority, unless otherwise stated in this agreement.
- 2.10 If you fail to pay your rent regularly it could lead to the Agent on behalf of the Association going to Court to get permission to evict you with the result that you could lose your home and have to pay court costs.

CONDITIONS OF TENANCY

3. REPAIRS AND IMPROVEMENTS

YOUR RESPONSIBILITIES

- 3.1 You must report immediately to the Agent any items of disrepair or defect for which it or the Association is responsible as set out at 3.9 – 3.17. You must report to the relevant authority any defects in gas, electricity or water installations. The Association or Agent cannot accept responsibility for any loss or inconvenience arising from your failure to report disrepair or defects.
- 3.2 On being given 24 hours notice, you must allow people sent by the Agent or the Association to enter your home to inspect and carry out necessary works or improvements or to carry out gas servicing. In cases of emergency no notice will be necessary and immediate access will be required. If the Agent or the Association are forced to get a court order to gain entry you will be charged for costs incurred by them. The Agent or the Association reserves the right to force entry in the case of an emergency.
- 3.3 You are responsible for carrying out the following repairs, unless otherwise agreed with the Agent.
- Fuses and light bulbs;
 - Replacement of glass to windows, doors etc;
 - Minor fixtures and fittings, e.g. curtain rails, sink plugs, toilet seats;
 - Internal decorations;
 - Repairs due to misuse, neglect or damage by you, your family or your visitors;
 - Repairs needed due to forced entry by statutory services, such as the police;
 - Maintaining your garden;
 - Replacement of keys, door locks and provision of additional locks;
 - Unblocking of sinks, baths or WCs where blocked by misuse by you or your visitors
 - Testing and replacement of batteries in smoke detectors.
 - You are responsible for repairs to anything that belongs to you;
- 3.4 You will also be responsible for insurance cover for your own fixtures, fittings and contents in your home and in any garden which is part of the tenancy. The Agent may be able to advise on this.
- 3.5 You must report any damage to your home, communal areas any fixture or fittings provided by the Agent or the Association or the furniture referred to in Appendix 1 of these Conditions, caused wilfully or by neglect or carelessness by you, your family or visitors. You must pay any costs arising from repairing this damage. You will not be responsible for fair wear and tear. You must repair any damage to the premises in the event of a statutory service provider such as the police making a legal forced entry. The Association or Agent may carry out the works and charge you for the cost, including the cost of gaining access.

- 3.6 You must not make any improvements, alteration, or additions to your home without the Association's written agreement, which will not be unreasonably withheld.
- 3.7 You are responsible for keeping clean the inside of your home.
- 3.8 You must not use paraffin, liquefied gas stove or heater, or store any inflammable substances on the property, including garages, sheds, stores etc.

REPAIRS AND IMPROVEMENTS

OUR RESPONSIBILITIES

- 3.9 The Association will keep in reasonable condition the structure and exterior of your home including:
- drains, gutters and external pipes but not including the clearing of blockages caused by you;
 - the roof;
 - outside walls, outside doors, window sills, window catches, sash cords and window frames, (but not the glass in the windows), including necessary external painting and decoration;
 - chimneys, chimneys stacks and flues but not including sweeping;
 - pathways, steps or other means of access;
 - integral garages and stores;
- and the Association will keep in reasonable condition certain parts of the interior limited to: -
- internal walls, floors and ceilings, doors and door frames, but not including internal painting and decoration
 - plasterwork
- 3.10 The Association will also keep in good condition equipment provided by us for heating your home and providing hot water. This will include:
- basins, sinks, baths, toilets, flushing systems and waste pipes, but excluding tap washers and the clearance of blockages caused by you or your visitors;
 - electric wiring including sockets and switches;
 - gas pipes;
 - water pipes;
 - water heaters, fireplaces and fitted fires and central heating installations,
- 3.11 The Agent and the Association will take reasonable care to keep in good condition any communal areas around your home.
- 3.12 The Association and Agent will carry out repairs within a reasonable time of being notified by you of disrepair. The time taken will depend on the urgency of the repair and the response times and priority times in operation at that time.
- 3.13 The Association will keep the outside of your home in good condition and normally redecorate once every 5 years.

- 3.14 The Association will normally give you or the Agent written confirmation of your request for a repair which you should keep in case of any queries at a later stage.
- 3.15 If the Association or Agent carries out any repairs that are your responsibility the cost will be recharged to you.
- 3.16 If an appointment is made to carry out work and you fail to keep it the cost will be recharged to you.
- 3.17 If you have a complaint about the Association's or Agent's performance on repairs you should in the first instance contact the Agent for advice or ask for details of the Complaints Procedure.

REPAIRS AND IMPROVEMENTS

YOUR RIGHTS

- 3.18 You have the right to carry out, and claim the cost of, certain repairs which are the Association's responsibility but which we, without good reason, have failed to carry out within 28 days. Such a claim must comply with certain legal requirements and you should take legal advice on the issue.
- 3.19 You are entitled to compensation if the Association fails to carry out a repair within set times without good reason and if we fail to meet certain conditions.
- 3.20 You have the right to make certain improvements, alterations and additions to your home provided you have first obtained the Association's written permission (which will not be unreasonably refused) and all other necessary approval e.g. planning permission or building regulations approval. We will insist that work is carried out to a certain standard.
- 3.21 Your rent cannot be increased because of any improvements you make but if the improvements involve the Association or Agent in additional maintenance costs then your rent might be increased to cover these costs.