



HALTON HOUSING TRUST LIMITED PROTECTED ASSURED TENANCY AGREEMENT (For transferring former Halton BC tenants)

Please read this agreement carefully and keep it in a safe place

If you want another copy of this agreement, we will provide one on request. If you want a copy of it in large print, in another language or in another form (such as in Braille or on audio tape), please tell us and we will provide this as soon as we can.

যদি আপনি এই তথ্য অন্য ভাষায় পেতে চান, তাহলে দয়া করে 0151 510 5000 নম্বরে ফোন করুন।

यह सूचना यदि आपको किसी अन्य भाषा में चाहिये तो कृपया नंबर 0151 510 5000 पर फोन करें।

یہ معلومات اگر آپ کو کسی دیگر زبان میں چاہیے تو براۓ مہربانی نمبر 0151 510 5000 پر فون کریں۔

如果你需要其他語文版本的本資訊，請致電 0151 510 5000

Jeśli chcieliby Państwo otrzymać powyższe informacje w innym języku prosimy zadzwonić pod numer 0151 510 5000

Section 1: INTRODUCTION

This is an Assured Tenancy Agreement between:

The landlord: Halton Housing Trust Limited of Daresbury Point, Green Wood Drive, Manor Park, Runcorn Cheshire WA7 1UG (called “we”, “us” or “our” in this agreement). This is the address for service of notices on us, including any legal proceedings; **and**

The tenant(s): _____ (called “you” or “the Tenant” in this agreement). If more than one person is the Tenant, then each of you has all the rights and duties of the Tenant under this agreement.

In respect of: _____ (called “your home” in this agreement).

Description of your home: _____

Your home includes the house or flat, any fixtures and fittings, any furniture that we provide and any garden, paths, hedges, fences within the boundaries of your home.

Your home does not include common entrances, halls, stairways, landings and other areas that are used by you and by our other tenants or other occupants of neighbouring properties (called “**shared areas**” in this agreement).

Date of commencement of tenancy: _____ (called “**the commencement date**” in this agreement).

Subject to the terms of this agreement, we let your home to you on a weekly assured tenancy:

At an initial rent of £ _____ per week,

Heating charge of £ _____ per week,

And service charge of £ _____ per week,

Making a total payment of £ _____ per week.

If you receive support, the charges for the support will be set out in a separate support agreement (which is not part of this agreement).

The tenancy is for an initial term of one week (running from Monday to Sunday) and continues thereafter weekly until terminated by four weeks notice. If you have been allowed into occupation before the commencement date and paid rent for this period, your tenancy will still be a weekly periodic tenancy running from Monday to Sunday.

The rent and service charge can be increased under sections 5.1 and 5.4 below. If we provide services to you (for which you will pay the service charge), those services are listed in the Schedule of Services at the end of this agreement.

This is an assured non-shorthold tenancy for the purposes of the Housing Act 1988.

Permitted occupants: the maximum number of people allowed to live in your home is _____ people (this includes you and any children). If you want more than this number of people to live in your home, you must get our prior written permission (see section 3.20 below). If you live in sheltered housing, no one under 60 years old can live in your home without our prior written consent (see section 3.1.3 below).

Your household: This tenancy is being granted to you on the basis that the following people are in your household living in your home (including you):

Name	Male/Female	Relationship to you	Date of birth

Please help us to manage your home effectively by telling us if there are any changes in your household.

Section 2: OUR DUTIES

2.1 Possession

We will give you possession of your home at the commencement date.

2.2 Your right to occupy

We will not interrupt your right to peacefully occupy your home except where we:

- (1) Require access to inspect the condition of your home or to carry out repairs or other works to your home or to an adjoining property; or
- (2) Are entitled to possession of your home at the end of your tenancy; or
- (3) Have obtained a possession order in respect of your home; or
- (4) Want to check on your safety or welfare, where there is cause for concern.

2.3 Repairs

2.3.1 We will keep in repair the structure and exterior of your home including:

- Drains, gutters and external pipes;
- The roof;
- External walls and doors of the house or flat, window sills, sash cords, external window and door frames, catches and glass, including necessary painting and decoration;
- Internal walls, skirting boards, doors and door frames, floors, ceilings and plasterwork, but not including decoration of these;
- Chimneys and chimney stacks and flues but excluding the sweeping of chimneys and flues;
- Pathways, steps and other means of access;
- External plasterwork or rendering;

- Integral garages and stores;
- Boundary walls, gates and fences, if they exist at the start of your tenancy or are later erected by us, adjoining footpaths, rights of way, garage accessways or any roads not maintained by Halton Borough Council and owned by us; and
- Access paths, passageways and alleys owned by us.

2.3.2 We will keep in repair and working order the installations for room heating, water heating and sanitation and for the supply of water, gas and electricity, including:

- Basins, sinks, baths, toilets (but not the toilet seat), flushing systems and waste pipes;
- Electrical wiring, gas pipes and water pipes;
- Water heaters, fire places, fitted fires and central heating installations and gas pipes;
- Sockets and light fittings;
- Rubbish disposal unit (where appropriate);
- Shared Fire Alarm Systems;
- Shared Door Entry Systems;
- Shared TV/VHF aerial system;
- Hard-wired Pull Cord Systems;
- Hard-wired Smoke Detectors (where applicable); and
- Sprinkler systems.

2.3.3 We will not be liable for the repair of any of the items in sections 2.3.1 and 2.3.2 above, if the repair is necessary because of damage to or neglect of your home by you (including any failure to comply with your duties under this agreement – see sections 3.6 to 3.8 below), or members of your household or visitors.

2.3.4 We are not responsible for keeping in repair anything that you install in your home.

2.3.5 In the case of flats and other homes with shared areas, we will take reasonable care to keep the shared areas in reasonable repair and to keep the lighting of these areas in working order.

2.3.6 We will keep in good repair any fixtures and fittings supplied by you for which Halton Borough Council had accepted responsibility in writing prior to the transfer of your property to us.

2.4 Information

2.4.1 We will provide you with information on our policies as required by law or by the guidance issued by the Housing Corporation.

2.4.2 Under the Data Protection Act 1998, we will allow you access to personal information that we hold about you, so that you can check it and, if necessary correct it. See section 4.12.2 below for further information.

2.4.3 We will deal with any personal information that we hold about you in accordance with our current data protection policy, a copy of which is available on request.

2.5 Services

We will provide the services referred to in section 1 above, providing that you pay the service charge due under this agreement. See section 5.4 below. If you receive support, this will be subject to a separate support agreement (which is not part of this agreement).

2.6 Discrimination

We will not discriminate against you or members of your household on the grounds of gender, sexual orientation, race, disability, age or religion.

Section 3: YOUR DUTIES

3.1 Occupation

3.1.1 You will take up occupation of your home at the commencement date. You will occupy your home as your only or principal home and will not part with possession of your home or sub-let the whole of it.

3.1.2 You will tell us if you live or expect to be living away from your home for any reason or if your home is unoccupied for more than four weeks.

3.1.3 If your home is sheltered accommodation, you must not allow anyone under 60 years old to live in your home without our prior written consent.

3.2 Transferring your tenancy

You cannot give or transfer this tenancy to someone else (this is called “assigning” the tenancy) except under your right to exchange (see section 4.6 below) or by an order of the court or to a qualifying successor (see section 4.14 below) with our prior written consent.

3.3 Sub-tenants and lodgers

You must not sub-let the whole of your home or create an assured sub-tenancy of part of your home. You can sub-let part of your home or take in a lodger, if you obtain our prior written consent. We will not give consent if you live in sheltered accommodation. When you ask for our consent, you must tell us the name and age of the lodger or sub-tenant, how much they are going to pay you and which part of your home they will occupy. See also section 4.7 below.

Important – paying your rent

- **We regard sections 3.4 and 3.5 below as very important.**
- **You are responsible for the payment of your rent, even if you are on Housing Benefit.**
- **If you do not pay your rent, we can take possession proceedings against you and you may lose your home.**

3.4 Rent

- 3.4.1 You will pay the rent without deduction, a week in advance, every Monday., except during rent free weeks. Further information about rent free weeks is set out in sections 3.4.4 to 3.4.6 below.
- 3.4.2 You will pay to us, as rent, any overpayments of payments made on your behalf (including housing benefit), which are subsequently recovered from us by the local authority (or any other authority) in relation either to this tenancy or to a previous tenancy held by you.
- 3.4.3 The rent can be increased under section 5.1 below.
- 3.4.4 There are four rent free weeks in each calendar year: two at Christmas, one at Easter and one at the end of March. We will tell you the dates of the rent free weeks.
- 3.4.5 If you have arrears of rent or service charge, you must continue to pay off the arrears (whether under a court order or under an agreement with us) during the rent free weeks. You must also continue to pay any other sums that you are liable to pay us, such as re-charges for damage or former tenancy arrears, during rent free weeks.
- 3.4.6 No adjustment or refund will be made to you if your tenancy ends before a rent free week.

3.5 Service charge

- 3.5.1 If services are provided with your home, you will pay (as rent) service charge without deduction, a week in advance every Monday.
- 3.5.2 The service charge can be increased under section 5.4 below.

3.6 Repairs

- 3.6.1 You will tell us about any repairs that need to be done that are our responsibility. You will allow our staff and contractors access to your home. Details of this duty are set out in section 3.22 below.
- 3.6.2 You will:
- replace or repair any fixtures or fittings (such as locks and keys, hinges, glass in doors and windows, baths, toilets, sinks and basins) which require attention due to misuse by you or members of your household or visitors to your home;
 - decorate the inside of your home and keep it in a reasonable state of decoration;
 - keep all baths, sinks and cisterns, sanitary fittings and drains clean and unblocked;
 - renew chains and plugs for sinks, baths and basins;
 - replace light bulbs, starters in fluorescent lights and fuses;
 - repair and, if necessary renew, gate catches, fireplace tiles and locks;
 - maintain in a good state of repair any fixtures and fittings that you install in your home (including fires, cookers and electrical appliances);
 - maintain in a good state of repair all toilet seats;

- replace lost keys;
- check and (if required) replace batteries in any smoke detector.

3.6.3 You will pay the cost of any work set out under section 3.6.2 above that we carry out at your request or as a result of your failure to comply with your duties under section 3.6.2 above.

3.7 Internal maintenance and decoration

3.7.1 You will keep the interior of your home in a clean, hygienic and good condition.

3.7.2 You will decorate internally so as to keep your home in good decorative order. This includes filling any hairline cracks in plasterwork.

3.8 Rubbish collection, gardens and yards

3.8.1 You must put all of your household rubbish for collection in the bin store or the area that we have designated for this purpose. You must take reasonable care to ensure that your rubbish is collected and must not put it out for collection earlier than the evening before collection is due.

3.8.2 You will also keep any garden or yard attached to your home clean and tidy, clear of rubbish and well maintained (which, for gardens, includes cutting the lawn and trimming hedges and shrubs and pruning trees).

3.9 Improvements

You must not carry out any improvements or alterations to your home without obtaining our prior written consent. Further details of this are set out in section 4.9 below. Examples of improvements and alterations include:

- decorating the outside of your home;
- carrying out alterations or making additions to your home or the services to it;
- altering, adding or removing fixtures and fittings including kitchen and bathroom units, fires and showers;
- putting up a television aerial or satellite dish;
- installing laminate flooring;
- anything that affects the structure of your home.

3.10 Your responsibility for members of your household and visitors

You are responsible for the behaviour of every person (including children and lodgers) that lives in or visits (whether invited or not) your home. You are responsible for their behaviour in your home, in shared areas and in the locality of your home. In particular, you must prevent them from acting in any of the ways or doing any of the things described in sections 3.11 to 3.19 below. In those sections, where it says “**you**”, this means you and every person that lives in or visits your home.

3.11 Damage

You will not cause any damage to your home. If damage is caused in this way, then you will be responsible for making good the damage. This does not include fair wear and tear. If you do not repair the damage for which you are responsible, we can enter your home, carry out the work itself and charge you for the cost of the work.

You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.

3.12 Use of your home

3.12.1 You will only use your home as a private residence, as your only or principal home.

3.12.2 You must not use your home or any part of it for any business purpose or as a workshop or for the purpose of trade, without our prior written permission.

3.12.3 You must not use or permit your home to be used for any illegal or immoral purpose. Examples include:

- cultivating, selling, supplying, storing or using illegal drugs;
- storing, selling or making racist or pornographic material;
- storing or selling stolen goods;
- storing or using firearms;
- prostitution.

You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.

Important – anti-social behaviour

- **We regard sections 3.13 to 3.15 below as very important.**
- **If you do not comply with your duties under these sections, we can take possession and/or demotion proceedings against you and you may lose your home.**
- **We can also apply to the court for an injunction and/or an anti social behaviour order against you, members of your household and visitors.**

3.13 Violence, domestic violence and anti-social behaviour

3.13.1 You must not behave (or threaten to behave) in a violent, menacing, threatening or abusive manner:

- in your home or in its locality towards any person who is lawfully in or in the locality of your home, including your neighbours, other members of your household and our staff, agents and contractors;

- in our offices and their locality towards any person who is lawfully in or in the locality of our offices, including your neighbours and our staff, agents and contractors;
- in any other place towards our staff, agents and contractors.

3.14.2 You must not inflict violence on or threaten violence against anyone living with you.

3.13.3 You must not damage or threaten to damage any property belonging to your neighbours, our staff, agents and contractors or any other person who is lawfully in or in the locality of your home.

3.13.4 You will not behave in a way that causes or is likely to cause nuisance or annoyance to your neighbours, or any other person who is lawfully in or in the locality of your home (including our staff, agents and contractors). Examples of behaviour that will or is likely to cause nuisance or annoyance include:

- loud music, radios and television (see section 3.13.5 below);
- shouting, arguing and slamming doors;
- dog barking;
- dog fighting;
- animal fouling;
- the use of noisy machinery;
- offensive drunkenness;
- prostitution;
- selling drugs, drug or alcohol abuse;
- dumping rubbish;
- obstructing shared areas;
- dismantling or repairing motor vehicles;
- driving, riding or using vehicles (including bikes and motor cycles) dangerously or inconsiderately;
- throwing anything out of a window of your home;
- displaying offensive or obscene messages or posters;
- driving or riding vehicles (including bikes and motor cycles) on paths or other pedestrian areas;
- playing ball games near other people's homes or where ball games are not permitted.

3.13.5 You must make sure that any noise from your home does not annoy or disturb your neighbours. You must not use a television, radio, record or CD or tape player, musical instrument or other equipment, so that it can be heard outside your home.

3.13.6 You must not encourage any other person to act in any of the ways or do any of the things described in sections 3.13.1 to 3.13.5 above.

You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.

3.14 Racial and other harassment

3.14.1 You will not harass any person on the grounds of sex, age, race, colour, ethnic or national origin, caring responsibilities, appearance, religion, marital status, sexual orientation, physical disability or any other reason.

3.14.2 Examples of harassment include:

- Violence or threats of violence towards any person;
- Abusive or insulting words or behaviour;
- Stalking someone;
- Damage or threats of damage to property belonging to another person, including damage to any part of a person's home or to our offices;
- Writing threatening, abusive or insulting graffiti;
- Making untrue allegations against someone.

3.14.3 You must not encourage any other person to act in any of the ways or do any of the things described in sections 3.14.1 and 3.14.2 above.

You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.

3.15 Drugs

You must not illegally use controlled drugs and substances in your home. In particular you must not:

- cultivate and/or prepare any of these drugs;
- supply any of these drugs to another person;
- offer to supply any of these drugs to another person;
- possess any of these drugs with the intention of supplying them to another person;
- alter your home in such a way as to enable it to be used for supplying drugs to other persons.

You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.

3.16 Pets and animals

3.16.1 You can keep domestic pets in your home, subject to the following conditions.

3.16.2 Pets must not be kept in a way or in a number that causes a risk to the health or safety of anyone or a nuisance to neighbours. You must not keep more than one cat or one dog or one caged bird, unless you get our prior written consent.

3.16.3 You cannot keep at or bring into your home or any shared area:

- A dangerous wild animal (as defined by the Dangerous Wild Animals Act 1976); or
- A dangerous dog, as defined by the Dangerous Dogs Act 1991.

- 3.16.4 If your home has a shared entrance or a shared garden or yard, you cannot keep a dog or a cat in your home without our prior written consent. If you live in a flat, you cannot keep a pet unless you get our prior written permission.
- 3.16.5 If an animal causes a nuisance or annoyance or you do not comply with sections 3.16.2 to 3.16.4 above, we can require you to remove the animal from your home or impose any other condition to prevent the animal from causing nuisance or annoyance. You must comply with our requirements in this respect.
- 3.16.6 You are responsible for any damage caused to your home or shared areas by any animal that is kept at your home or which visits your home. You will be charged for any costs that we incur as a result of such damage.
- 3.16.7 You cannot keep pigeons or livestock (other than domestic pets as set out above) without our prior written consent.

You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.

3.17 Shared areas

- 3.17.1 You must keep any shared areas (especially fire exits) tidy and free from obstruction or rubbish. Where there are shared areas, and a cleaning service is not provided, you must keep them clean. This is the joint responsibility of you and the other tenants who use the shared areas. You and the other tenants are also jointly responsible for keeping outside areas tidy and for maintaining gardens and paths, (unless this is a service that we provide – see section 5.4 below).
- 3.17.2 If there is a separate electricity supply for shared areas, you must not use electricity from that supply.
- 3.17.3 You must not use any shared area for the storage, repair, dismantling or maintenance of any vehicle, motorcycle, caravan, boat or trailer without our prior written consent. We can withdraw our consent if any complaints are received.
- 3.17.4 If your home is a flat, you must not obstruct or keep or store anything in the hallways, staircases or landings.
- 3.17.5 If you become aware of any hazard in a shared area, you must tell us immediately.

You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.

3.18 Parking

- 3.18.1 You can only park currently taxed private cars and motor cycles on the parking area (if any) of your home and the shared areas of the estate designated for parking. You must not park caravans, mobile homes or commercial vehicles at your home or in designated parking areas without our prior written permission.

- 3.18.2 If you park on areas that we own, you must do so only on areas that we have approved for parking, and must not park on any other areas that we own. If the parking areas are designated to individual residents, you must only park in the area designated to you.
- 3.18.3 You must not, without our prior written permission, park or allow to be parked on the designated parking areas of the estate or at your home or any other area that we own, any vehicle:
- for which you receive payment (this includes taxis, vehicles for hire); or
 - that is not in regular use.
- 3.18.4 You must not allow another person to park at your home or in any designated parking area or in any other area that we own, in return for payment.
- 3.18.5 You must not park in any space that we designate for use by disabled persons unless you are registered as disabled and display a valid disabled badge in your vehicle.
- 3.18.6 You must not park in such a way as to interfere with access to any adjoining or neighbouring properties.
- 3.18.7 You must not park any vehicle that is unroadworthy or untaxed at your home or on any land that we own. If you do so, we can remove it and dispose of it, having given you 24 hours notice in writing of our intention to do so.

You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.

3.19 Safety and security

- 3.19.1 You are responsible for keeping your home in a safe condition and free from hazards.
- 3.19.2 You must not do, or allow, any act which may endanger your home or any neighbouring property. If you use a shared entrance, you must not leave main doors unlocked or give keys to non-residents and you must permit entry only to your own visitors and not to anyone who claims to be visiting other residents.
- 3.19.3 You must not do anything that may invalidate the insurance of your home or cause the premium to be increased.
- 3.19.4 You must not use or permit to be used mobile gas or paraffin appliances or use or store hazardous materials at your home or in any shared areas. This includes:
- motorcycles or quad bikes stored inside your home; and
 - materials that become hazardous when in large quantities (for example, petrol).

You are responsible for the behaviour of anyone living at or visiting your home - see section 3.10 above.

3.20 Overcrowding

You will not allow more than the permitted number of occupants (which is given in section 1 above) to live in your home, without our prior written permission.

3.21 Payments on exchanges

You have the right to exchange your tenancy (see section 4.6 below). However, you must not make or receive any payment in connection with an exchange.

Important – allowing access

- **We regard section 3.22 below as very important.**
- **If you do not allow us or our contractors access to your home when requested, it can put you and members of your household at risk.**
- **We can apply to the court for an injunction against you, to force you to allow access. If we have to do this, the court may order you to pay our legal costs.**
- **We can also take possession against you and you may lose your home.**

3.22 Allowing access to your home

3.22.1 You must allow us, our staff and contractors access to your home to:

- Inspect the condition or use of your home (including gas, electrical and water appliances in your home);
- Carry out repair, service or improvement work to your home or to a neighbouring property.

3.22.2 We will normally give you at least 24 hours notice if access is required, but you will give immediate access in an emergency. If you do not give immediate access or you are not at home in an emergency, we may enter your home.

3.23 Ending the tenancy and moving out

3.23.1 If you are going to move out (and end this tenancy) you must give us at least four weeks' written notice ending on a Sunday. If you do not give this notice, you will be charged for rent for the four weeks after we receive notice or find out that you have moved out. If you are a joint tenant, only one tenant needs to give notice to end the tenancy.

3.23.2 When you move out, you must:

- Return the keys to us by 12 noon on the day after the tenancy ends (which will be a Monday). If you do not, you will be charged for the cost of changing the locks.

- Leave your home (including any fixtures and fittings and furniture that we provided and any replacement items) clean and in the same condition that it was at the start of your tenancy. If you do not, you will be charged for any costs that we incur.
- Leave any garden in a reasonable state. If you do not, you will be charged for any costs that we incur.
- Remove your possessions and leave your home empty and free from rubbish, except for any fixtures and fittings and furniture that we provided and any replacement items (see section 3.24 below).
- Leave any garden or yard tidy and free from rubbish. If you do not, you will be charged for any costs that we incur.
- Pay your rent up to date.

3.24 Abandoned possessions

3.24.1 If any of your possessions (or the possessions of any other person) are left at your home at the end of your tenancy (this includes when we have obtained a court order for the possession of your home) or when you have moved out, we will treat those possessions as having been abandoned and can dispose of them as we see fit (this may include destroying them). You will be charged for any costs that we incur.

3.24.2 If any such possessions are sold, the money from the sale (after deducting the costs of the sale, storage and removal) can be used to pay any sum that you owe us. Any remaining balance will be paid to you.

Section 4: YOUR RIGHTS

4.1 Right to occupy

You have the right to occupy your home without interruption or interference from us during this tenancy (except for the obligation contained in section 3.22 above to give access to us and our contractors) as long as you comply with the terms of this agreement.

4.2 Tenancies to under 18s

If on the commencement date, you are under 18 years of age, then unless the tenancy is held on trust for you by a trustee we will hold the tenancy on trust for your benefit until you reach the age of 18. In the meantime, you will enjoy all the rights set out in this agreement and will be subject to all the duties contained in it.

4.3 Security of tenure

You have security of tenure as an assured tenant so long as you occupy your home as your only or principal home. If you stop living in your home as your only or principal home, you will lose security of tenure and this tenancy will no longer be an assured tenancy. If this happens, we can give 4 weeks' notice in writing to end the tenancy. If, at the expiry of the notice, your home is occupied, we will still need a possession order from the County Court.

4.4 Grounds for possession

- 4.4.1 While your tenancy is an assured tenancy, we can only end your tenancy and obtain possession of your home on one of the grounds for possession contained in schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996), which are called “**the grounds for possession**” in this agreement.
- 4.4.2 We will give you a notice which explains the reasons why we wish to obtain possession of your home under one or more of the grounds for possession and gives a date after which court proceedings for possession may start.
- 4.4.3 We will normally give you a minimum period of notice of 28 days, except for the circumstances set out in (g) in section 4.4.4 below, where two months notice will be given, or in cases where we urgently require possession under the circumstances set out in (b) or (d) below, when we reserve the right to reduce the period of notice or ask the court to dispense with any period of notice.
- 4.4.4 This is a summary of the grounds for possession that we will rely on. We will not seek possession of your home on any of the other grounds for possession. If there is any conflict between this summary and the grounds as they are set out in the statute, the statutory wording will prevail.
- (a) You have not paid rent, which is due. **(Ground 10)**
 - (b) You have broken or failed to perform any of your duties under this agreement. **(Ground 12)**
 - (c) You, or anyone living in your home, have damaged your home or allowed its condition to deteriorate (this also applies to any shared areas). **(Ground 13)**
 - (d) You or anyone living with you or visiting your home has been guilty of conduct causing or likely to cause a nuisance or annoyance to anyone living, visiting or carrying out any lawful activity in the locality, or has been convicted of using your home for immoral or illegal purposes or of an arrestable offence committed in your home or its locality. **(Ground 14)**
 - (e) Your home was occupied by you and your partner and your partner has left because of violence or threats of violence made by you to him/her (or a member of their family living in your home before they left) and the court is satisfied that they are unlikely to return. **(Ground 14A)**
 - (f) You or anyone living in your home have damaged any furniture that we provided under this tenancy. **(Ground 15)**
 - (g) We have offered you suitable alternative accommodation. We will only rely on this ground in the following circumstances:
 - we intend to demolish your home or restructure the building or part of the building which includes your home and we need your home empty to carry out the work: or

- your home has special features (which you do not need) for an elderly or disabled person, and we need your home for someone who needs those special features; or
- you took over the tenancy as a successor and there are too few people living in your home considering its size. This Clause will not apply where the successor is a spouse or a person living with you as your husband or wife (including same sex partners) where succession leads to under occupation. **(Ground 9)**

(h) You were not entitled to succeed to the tenancy, but inherited the tenancy under the will or intestacy of the previous tenant and we seek possession within 12 months of the death of the previous tenant. **(Ground 7)**

(i) **We let you your home because of your job and you no longer have that job. (Ground 16)**

(j) You or someone acting at your instigation deliberately gave false information to obtain the tenancy. **(Ground 17)**

4.4.5 The court will not make the order for possession to us on any of the circumstances in (a), (b), (c), (d), (e), (f), (g), (i) , and (j) above, unless the court considers it reasonable to do so.

4.4.6 The court must make an order for possession to us in circumstances set out in (h) above.

4.4.7 We will meet your reasonable removal expenses where (g), or (h) above apply.

4.4.8 We will not use Grounds 1 to 6, 8 and 11 in Schedule 2 of the Housing Act 1988. Further details of these are available on request.

4.5 Succession

4.5.1 This is the right for someone to take over the tenancy if you die. There is a right to only one succession on your tenancy.

4.5.2 If you were a joint tenant, then on your death the surviving joint tenant(s) will take over the tenancy. This will apply even if you were already a successor.

4.5.3 If you were a sole tenant and as long as you were not a successor (as defined in section 4.5.4 below), then on your death the following persons have a right to succeed to the tenancy:

- (1) Your spouse or a person living with you as your husband or wife (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death. If there is more than one person entitled to succeed as your spouse or partner, they will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide which will succeed to the tenancy.

- (2) If you have no surviving spouse, partner or joint tenant, a member of your family (as defined in section 4.5.5 below) may succeed as long as:
- they occupied your home as their only or principal home (at the date of your death); and
 - they lived with you throughout the period of 12 months ending on the date of your death;

If more than one member of your family has a right to succeed to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim and we will decide who will succeed. When we have decided, we will inform everyone involved.

- (3) The successor or potential successor(s) must notify us in writing of your death within one month and provide details, of any agreement reached or ongoing dispute requiring a decision to be made as set out in clauses (1) and (2) above.

4.5.4 You are a successor if:

- You were a joint tenant and have become the sole tenant; or
- You gained the tenancy as a result of an exchange of tenancies and you were a successor under the previous tenancy; or
- You gained the tenancy as a result of a court order in matrimonial proceedings and your spouse was a successor; or
- You gained the tenancy by a right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant.

This does not apply to any succession before the date or the transfer to us from Halton Borough Council.

- 4.5.5 A person is a member of your family if they are: your parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative or adopted child.

4.6 Exchange

You have the right to exchange, by agreement, this tenancy with the tenancy of another tenant of a registered housing association or a local authority or New Town, subject to our prior written consent and the prior written consent of the other tenant's landlord. We can only withhold our consent with good reason including on the grounds specified in Schedule 3 of the Housing Act 1985. We can also attach conditions to our consent. Payment of money by either party to the other to obtain an exchange will be a breach of this agreement and you may lose your home (see section 3.21 above). If you exchange, this may affect your right to buy (see section 4.15 below).

4.7 Sub-tenants and lodgers

Subject to section 3.3 above, you can sub-let part of your home or take in a lodger, if you obtain our prior written consent. We will not give consent if you live in sheltered

accommodation. When you ask for our consent, you must tell us the name and age of the lodger or sub-tenant, how much they are going to pay you and which part of your home they will occupy. We will not refuse to give consent without good reason.

4.8 Right to repair and compensation

- 4.8.1 You have the right to require us to appoint a contractor (“the Second Contractor”) if Qualifying Repairs are not carried out on time by the first contractor appointed by us.
- 4.8.2 You have the right to receive compensation where the Second Contractor has not carried out the Qualifying Repairs on time.
- 4.8.3 Qualifying Repairs and the level of compensation payable by us are set out in a legal document called the “Secure Tenants of Local Authorities (Right to Repair) Regulations 1994”. These may be amended by Parliament from time to time. Full details of these are available on request.

4.9 Making improvements

- 4.9.1 You can make some improvements, alterations and additions to your home including the erection of a television aerial or satellite dish, external decoration, installing laminate flooring and additions to, or alterations in our installations, fixtures and fittings.
- 4.9.2 This right is subject to you having first obtained our written consent and all other necessary approvals like planning permission or building regulation approval. We will not unreasonably withhold our consent but will make it conditional upon the work being carried out to a certain standard. Permission will not be granted for the installation of laminate flooring if you live in a flat except on medical grounds (supported by a letter from a doctor).
- 4.9.3 If we give you permission to install laminate flooring, then:
- You will take it up (at our request) or allow us to take it up if we need to do so to inspect or carry out work to your home.
 - If we take it up, we will not be responsible for refitting it, making good or replacing it.
- 4.9.4 Failure to comply with these conditions will be a breach of your duties under this agreement (see section 3.9 above).

4.10 Compensation for improvements

You have the right to be compensated for qualifying improvements with compensation being paid at the end of the tenancy. This is subject to you having complied with 4.9 above. The amount of compensation will be based upon the costs that you paid, depreciated over time. Full details should be obtained from us prior to carrying out improvements.

4.11 Consultation

We will consult you and consider your views before making any significant changes in matters of housing management or maintenance or carrying out major works that are likely to substantially affect you.

4.12 Information

4.12.1 We will inform you about the terms of this tenancy, our repairing obligations and our policy and procedures on tenant consultation, housing allocation and transfers. You also have the right to request information from us on our management performance as a landlord.

4.12.2 As our tenant, you have the right under the Data Protection Act 1998 to check some of the information that we hold about you, so you can check it is correct. This includes information about you that:

- we have stored on our computer or in our files; and/or
- you have given to us, for example, in your application form.

If you wish to look at this information, please write to your local office. You will be asked to provide identification before you can see the information and you may have to pay a charge.

4.12.3 We may use information that we hold about you and share it with other organisations for the purpose of the prevention and detection of crime, including fraud.

4.13 Right to Acquire

You may have the right to acquire your home under section 16 of the Housing Act 1996.

4.14 Right to Assign to a Qualifying Successor

You have the right to assign your tenancy to a person who would qualify to succeed to the tenancy upon your death. An example is where you move into residential care accommodation leaving a member of your family (as defined in section 4.5.5 above) entitled to succeed as tenant (subject to section 4.5 above).

4.15 Preserved Right to Buy

4.15.1 If you had the right to buy your home at the time your home was transferred to us, you continue to have the Preserved Right to Buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993. This right will also apply if:

- You have succeeded to this tenancy under section 4.5 above; and/or
- The tenancy was assigned to you under section 4.14 above; and/or

- You move to another of our properties on a mutual exchange.

4.15.2 You do not have the Preserved Right to Buy your home if:

- You live in sheltered housing or other housing excluded from this legislation (full details available on request);
- You are not a tenant that transferred from Halton Borough Council and have only become the tenant of this property after the transfer in ownership of housing stock from Halton Borough Council to us, as a result of a mutual exchange. This does not affect your right to acquire under section 4.13 above.

4.15.3 You **may** lose your Preserved Right to Buy if you exchange with a tenant of another landlord.

4.15.4 You cannot exercise the Preserved Right to Buy and the Right to Acquire at the same time.

Section 5: GENERAL

5.1 Rent increases

We may increase the rent by giving you four weeks notice in writing. The notice will specify the new rent payable.

5.2 Rent variation date

5.2.1 The rent payable can be increased with effect from the first Monday of April each year (this is called the '**Rent Variation Date**'). For the avoidance of doubt, the rent can be increased during the first 12 months of the tenancy.

5.2.2 We can change the Rent Variation Date by giving you four weeks notice in writing.

5.2.3 We will not increase the rent more than once in any calendar year (January to December).

5.3 Rent formula

5.3.1 The new rent will be the amount in the notice that we give (under section 5.1 above). The increase in rent on the first Monday in April 2009 and 2010 will not be more than the change in the Retail Price Index (all items) published in the previous October plus 0.5% plus £2.17 a week.

5.3.2 After 2010 the increase in rent will not be more than the highest figure given by the following three methods of calculation:

- (1) The increase in the General Retail Prices Index published by HMSO (RPI) plus 2%, of the existing rent;

- (2) The increase in the Average Earnings Index (Headline Rate, Whole Economy) published by HMSO (AEI) plus 2%, of the existing rent;
- (3) 10% of the existing rent.

5.3.3 Increases in RPI and AEI will be the percentage by which the index has increased in the 12 months to October in the year before the year of the rent increase.

5.3.4 If either RPI or AEI are not published or are materially changed in their calculation or definition (in respect of which our decision will be conclusive), we may stop using either or both of the indices or use the nearest equivalent index or indices (in our sole discretion).

5.4 Services and service charge

5.4.1 The services that we provide are referred to in section 1 of this agreement.

5.4.2 The service charge will be a fair proportion of the costs incurred or likely to be incurred in the provision of services each year. The schedule of services at the end of this agreement says whether your service charge is variable or fixed.

5.4.3 We reserve the right to vary or withhold the provision of services at any time during this tenancy, where it is reasonable to do so. This may include providing services where previously no services were provided, adding and charging for new services or stopping existing services. We will notify you of the proposed variations and ask for your comments, which will be considered before making any changes. We will then give you written notice of the changes to be made.

5.4.4 If your service charge is variable, we can increase or reduce it according to the costs that we incur in connection with providing the services and any unknown or reasonably anticipated change in the costs. We will give you four weeks' notice in writing of any change. For the avoidance of doubt, we can change your service charge more than once a year and it can be changed during the first 12 months of the tenancy.

5.4.5 The service charge (whether it is fixed or variable) can also be changed, if new services are introduced or existing services are stopped.

5.4.6 If your service charge is fixed, you will pay a fixed amount (decided by us) for the services that we provide and we can increase the service charge by giving you four weeks' notice in writing.

5.4.7 We can establish a sinking fund for any large cost that is expected to be paid through the service charge in the foreseeable future and include contributions to it in your service charge. This applies whether your service charge is fixed or variable.

5.4.8 If you have a variable service charge you have the right to see how the service charge is made up. If you ask for it, we will give you a summary of the costs within six months of the end of the period to which they apply. If you are not satisfied with the summary of the costs, you may ask to see accounts, receipts or other papers. You must do this

within six months of receiving the summary. If you do not think that we are providing value for money, you can ask the Leasehold Valuation Tribunal to decide.

- 5.4.9 We can change your service charge from a variable service charge to a fixed service charge or from a fixed service charge to a variable service charge, by giving you four weeks' notice in writing.

5.5 Local taxes, rates and other charges

Any increase in any local taxes, rates or other charges that are collected with the rent, will take effect immediately.

5.6 Notices

- 5.6.1 For the purpose of section 48 of the Landlord and Tenant Act 1987, our address for the service of notices including notices in connection with legal proceedings is the address given in section 1 of this agreement or any other address that we provide to you for this purpose.

- 5.6.2 Any legal notice or any other communication arising from this agreement or relating to your tenancy will be validly served on you if posted or delivered to your home or fixed to the main door of your home whether or not you are still living there.

5.7 Changing this agreement

- 5.7.1 With the exception of any changes in rent or service charges, or as a result of changes in the law, this agreement can only be changed by the consent in writing of both you and us, or under the procedure set out below.

- We will consult with an approved tenant consultation body about the proposed change.
- We will give that body notice in writing of the proposed change and its effect, and invite the approved tenant consultation body to comment on it within a reasonable specified time.
- We will consider any comments made by the approved tenant consultation body before making its decision.
- We will then give you at least four weeks notice before the change takes place, together with information explaining the new terms and their effects.

- 5.7.2 No variation will be made which:

- Materially reduces your security of tenure, except where this is reasonable and necessary to bring the agreement into line with current housing management good practice.
- Reduces our repairing and decorating obligations under this agreement, or makes it more difficult to enforce them.
- Reduces your right to be consulted about matters of housing management or maintenance that are likely to have a substantial effect on you.
- Unreasonably either increases any costs payable by you or imposes penalties or requirements on you or reduces any benefits that you are entitled to.

5.8 General

- 5.8.1 Any references to statutory provisions in this agreement are also to those provisions as subsequently amended, varied, replaced or re-enacted.
- 5.8.2 If any part of this agreement is held to be invalid for any reason, the remainder of this agreement will remain in force.
- 5.8.3 Any person or body that is not a party to this agreement cannot enforce any term of this agreement under the Contract (Rights of Third Parties) Act 1999.
- 5.8.4 This agreement contains all of the terms of your tenancy. Other documents that we provide to you, such as a handbook or support agreement, will not change the terms of your tenancy unless you and us agree in writing.
- 5.8.5 We are a charity and the grant of this tenancy is a disposition falling within section 36(5) of the Charities Act 1993.

Complaints

We take complaints seriously.

We will always try to sort out any queries or complaints you might have at your initial contact with us. If you are not satisfied with the response, you can use our formal complaints procedure.

Our complaints procedure has three stages so if you are not satisfied with the decision at one stage, you can progress to the next. First of all, your complaint will be looked into by a senior manager who will not have had any previous dealings with your case. At the second stage you can request a hearing before a review panel of senior managers. At the third stage you can request that your complaint is heard by an appeals panel made up of 3 members of our board.

A complaints leaflet is available from all offices and on our website and describes the procedure in more detail.

There are also a number of other organisations or persons independent of us that you can contact if you are still not satisfied. This includes the Citizens Advice Bureau, your local Councillor or Member of Parliament, and the Independent Housing Ombudsman. You can write to the Housing Ombudsman Service at 81 Aldwych, London, WC2 B4HN

Halton Housing Trust Limited
Registered Office: Daresbury Point, Green Wood Drive, Manor Park, Runcorn
Cheshire WA7 1UG
Company Registration number: 5099862
Registered Charity number: 1111346
Registered with the Housing Corporation number: L4456

SCHEDULE OF SERVICES

Service charges – *fixed / variable [delete as appropriate]*

<u>Type of Services</u>	<u>Charge</u>
.....
.....
.....
.....
.....
.....
.....
.....
.....
.....

To be signed by you and us

The terms set out in this agreement apply to your home and are legally binding on you. I/ We* accept the terms of this agreement.

We are aware of our individual duties and rights as a joint tenant as set out in this agreement*.

[* delete if not a joint tenancy]

Signed by the Tenant(s): [If there is more than one tenant, all tenants must sign]

_____ Date: _____

_____ Date: _____

Signed on behalf of Halton Housing Trust Limited:

_____ Date: _____

IMPORTANT

It is a term of this agreement that you (or anyone acting on your behalf) have not caused us to enter this agreement by making a false statement to us.