

# ASSURED SHORTHOLD TENANCY AGREEMENT

## THIS TENANCY AGREEMENT IS BETWEEN

**Name and address of Association**      **BALKERNE GARDENS TRUST LIMITED** ('the Association') of **PARSLEY HOUSE, BALKERNE GARDENS, COLCHESTER, ESSEX, CO1 1PR** which is a housing association within the meaning of section 1 of the Housing Associations Act 1985 and a registered provider of social housing under section 111 of the Housing and Regeneration Act 2008.

**Name of Tenant**      and .....

..... ('the Tenant') of

.....

(In the case of joint tenants, the term 'Tenant' applies to each of them and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this Agreement.)

**Address**      in respect of .....

..... ('the Premises')

**Description of Premises**      which comprises self contained **FLAT/BED SITTING ROOM** with kitchen, bathroom and gas fired central heating. Shared communal facilities.

**Charitable associations registered under the Industrial and Provident Societies Act 1965**      The dwelling that is the subject of this Tenancy is held by Balkerne Gardens Trust, an organisation that is an exempt charity.

**Support**      This Tenancy is granted to facilitate the provision of support for the Tenant(s). The nature of this provision, and the Tenant's obligations in relation to it, including any obligation to pay for it, are set out as part of this Tenancy Agreement. The provision of support is fundamental to this Tenancy, and it shall therefore be regarded as a breach of this Tenancy if the Tenant withdraws from the provision of support. In the event of such a withdrawal the Association may take steps to end the Tenancy.

**The Tenancy**

This Tenancy begins on ..... for a month and thereafter monthly until brought to an end, and it is an assured tenancy the terms of which are set out in this Agreement.

**GENERAL TERMS**

**Payments for the Premises**

**1. It is agreed as follows:-**

(1) The weekly payments for the Premises at the date of this Agreement shall be:-

	<b>£ p</b>
Net Rent	0.00
Service charge	0.00
Support charge	0.00
Water charge	0.00
	<b>£0.00</b>

In this Agreement, the term 'Rent' refers to the sum of the net rent, support and service charge set out above or as varied from time to time in accordance with this Agreement.

(2) The payment of rent, support, service and water charges is due in advance in 13 equal four-weekly payments.

**Services**

(3) The Association shall provide the following services in connection with the Premises for which the Tenants shall pay a Service charge; emergency alarm system; garden and buildings maintenance; telephone points; TV aerial system; lighting and heating of common areas; outside window cleaning; lift and stair lifts; gas boiler servicing; fire alarm system. The 24-hour support service is divided between the Service and Support charge.

(4) The Association may establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the service charge account in the foreseeable future.

**Changes in Rent and service charge**

(5) (i) During the first year after the grant of this Tenancy the Association may vary the Rent once only by giving the Tenant one calendar month's notice in writing. The notice shall specify the Rent proposed.

(ii) Thereafter the Association may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 vary the Rent by giving the Tenant not less than one calendar month's notice in writing. The notice shall specify the Rent proposed. The Rent

shall not be increased within 52 weeks of the previous increase. The revised Rent shall be the amount specified in the notice of increase unless the Tenant refers the notice to a Rent Assessment Committee to have a market Rent determined. In that case the maximum Rent payable for the following year shall be the Rent so determined.

- (iii) The service charge shall be varied at the same time as the rent and using the same procedure.

**Other Charges**

- (6) The Water Charge payable by the Tenant shall be the actual amount payable for the Premises. Any increase or decrease in the amount of Water Charge payable by the Tenant is due immediately upon receipt of written notice served by the Association.

**Service of notices**

- (7) (i) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Association for the receipt of legal notices, and any other communication arising from this Agreement, is

Balkerne Gardens Trust Ltd  
Parsley House  
Balkerne Gardens  
Colchester  
Essex CO1 1PR

- (ii) Any legal notice, or any other communication arising from this Agreement, shall be validly served on the Tenant if posted or delivered to the Premises. It is the responsibility of the Tenant, if absent for any length of time, to make arrangements for the collection or forwarding of mail.

**Altering the agreement**

- (8) With the exception of any changes in Rent, Service or Support charges, this Agreement may be altered only with the consent in writing of both the Tenant and the Association.

**THE ASSOCIATION'S OBLIGATIONS**

**2. The Association agrees:-**

**Possession**

- (1) To give the Tenant possession of the Premises at the commencement of the Tenancy.

**Tenant's right to occupy**

- (2) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where –
- (i) access is required subject to reasonable notice, to inspect the condition of the

Premises or to carry out repairs or other works to the Premises or adjoining property, or

- (ii) the Association is entitled to possession at the end of the Tenancy.

**Repair of structure and exterior**

- (3) To keep in good repair the structure and exterior of the Premises including –
  - (i) drains, gutters and external pipes;
  - (ii) the roof;
  - (iii) outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;
  - (iv) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards, including internal painting and decoration;
  - (v) chimneys, chimney stacks and flues but not including sweeping;
  - (vi) pathways, steps or other means of access
  - (vii) plasterwork
  - (viii) integral stores
  - (ix) boundary walls and fences

**Repair of installations**

- (4) To keep in good repair and proper working order any installation provided by the Association for space heating, water heating and sanitation and for the supply of water, gas and electricity, including-
  - (i) basins, sinks, baths, toilets, flushing systems and water pipes;
  - (ii) electric wiring including sockets and switches, gas pipes and water pipes;
  - (iii) water heaters, fireplaces, fitted fires and central heating installations.

**Repair of common parts**

- (5) To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways and any other common parts, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers of and visitors to the Premises.

**External decorations**

- (6) To keep the exterior of the Premises and any common parts in a good state of decoration and normally to decorate these areas once every five

years.

- Housing Management**
- (7) To provide the Tenant with information on its housing management policies.
  - (8) The Association may seek possession if, six months after the death of the Tenant, there has been no grant of probate or letters of administration.

## THE TENANT'S OBLIGATIONS

### 3. The Tenant agrees:-

- Possession**
- (1) To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or sub-let the whole of it.
- Rent**
- (i) Furnishings brought into the Trust by Tenants must meet current fire safety regulations.
  - (ii) To allow all small portable electrical equipment brought into Trust property to be tested at a cost of £10.
  - (2) To pay the Rent and other charges in 13 equal four-weekly instalments in advance by standing order.
- Outgoings**
- (3) To meet all outgoings applying to the Premises for which the Tenant is responsible, including water charges and electric and other costs whether prepaid or billed.
- Use of Premises**
- (4) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises without the written consent of the Association.
- Nuisance**
- (5) Neither to cause, nor to allow members of his or her household or visitors to cause, a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent, employee or contractor of the Association
- Racial and other harassment**
- (6) Neither to commit, nor to allow members of his or her household or invited visitors to commit, any harassment, or threat of harassment, on the grounds of race, colour, religion, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any tenant, employee, agent or contractor of the Association.
- Noise**
- (7) Neither to play, nor to allow to be played, any radio, television, record or tape recording or

musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood. The Tenant is reminded that noise is likely to be a particularly sensitive issue between the hours of 11.00pm and 7.30am.

- Pets** (8) To keep under control any animals kept at the Premises and not to keep any animal that might damage the premises or cause a nuisance or annoyance to other persons in the neighbourhood. Cats and dogs are not to be kept (with the exception of guide dogs).
- Internal decoration** (9) To keep the interior of the Premises in good and clean condition.
- Damage** (10) To make good any damage to the Premises or the Association's fixtures and fittings or to the common parts caused by the Tenant or any member of the Tenant's household or any visitor to the Premises, fair wear and tear excepted, and to pay any costs reasonably incurred by the Association in carrying out such works in default.
- Reporting disrepair** (11) To report to the Association promptly any disrepair or defect for which the Association is responsible in the Premises or the common parts.
- Access** (12) To allow the Association's employees or contractors acting on behalf of the Association access at reasonable times and subject to reasonable notice to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. (The Association will normally give at least 24 hours' notice but more immediate access may be required in an emergency.)
- Roadways** (13) Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of vehicles and other obstructions.
- Assignment** (14) Not to assign the Tenancy except in furtherance of a court order or with the written consent of the Association.
- Overcrowding** (15) Not to allow more than one person (or two in the case of a double occupancy) to reside at the Premises.
- Lodgers** (16) Not to take in any lodgers or sub-let any part of the Premises.
- Sub-letting** (17) Not to grant a sub-tenancy of the Premises or any part of the Premises.
- Absence from Premises** (18) To inform the Association, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises.

**Ending the Tenancy** (19) To give the Association at least four weeks' notice in writing when the Tenant wishes to end the Tenancy. In the event of the death of a Tenant, rent will be payable for a period of 5 days or until the accommodation is cleared (whichever is longer).

**Moving out** (20) To give the Association vacant possession and return the keys of the Premises at the end of the Tenancy and to leave the Premises and the Association's fixtures and fittings in good lettable condition and repair. This includes the removal of all furniture, personal possessions and rubbish; the Tenant is warned that if personal belongings are left behind the Landlord may pursue legal remedies for civil trespass as well as breach of Tenancy.

## **THE TENANT'S RIGHTS**

### **4. The Tenant has the following rights:-**

**Right to occupy** (1) The Tenant has the right to occupy the Premises without interruption or interference from the Association for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Association's employees or contractors).

**Tenure** (2) The Tenant shall remain an assured shorthold tenant for the duration of the Tenancy so long as he or she occupies the Premises as his or her only or principal home. So long as the Tenancy remains an assured shorthold tenancy the Association may end it only by obtaining a court order for possession of the Premises:

- (i) on one of the grounds listed in Schedule 2 to the Housing Act 1988; or
- (ii) because the Association has served two months' notice requiring possession of the Premises, such notice not to expire within six months of the commencement of this Tenancy.

**Cessation of assured tenancy** (3) If the Tenancy ceases to be assured the Association may end the Tenancy by giving four weeks' notice in writing to the Tenant.

**Right to consultation** (4) The Association shall consult the Tenant before making changes in matters of housing management or maintenance that are likely to have a substantial effect on the Tenant.

**Right to information** (5) The Tenant has a right to information from the Association about the terms of this Tenancy and about the Association's repairing obligations, its

policies and procedures on tenant consultation, allocation and transfers, and its performance as a landlord.

**Data protection** (6) The Association will use personal information supplied by the Tenant only for the purpose for which it was supplied; for purposes reasonably pursuant to the operation of the Association as a social landlord; or for purposes specifically sanctioned by data protection legislation (for example, for the prevention or detection of crime).

**Complaints** (7) The Association shall establish a procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

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

**Right to improve** (8) The Tenant may make improvements, alterations and additions to the Premises including additions to or alterations in the Association's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Association and all other necessary approvals (for example, planning permission or building regulations approval). The Association shall not unreasonably withhold its consent but may make it conditional upon the work's being carried out to a certain standard. Failure to seek the Association's consent or to comply with the Association's conditions shall be a breach of the Tenant's obligations under this Tenancy.

**Right to repair** (9) The Association shall provide the Tenant with a remedy if the Association fails to carry out its obligations to repair. The Association shall provide details of its obligations to repairs at the beginning of the Tenancy and inform the Tenant of any changes.

**Signed** on behalf of the Association.....

**Signed** by the Tenant(s).....

**Date**.....

May we point out that there is no parking at Balkerne Gardens. Access is permitted for the collection and returning of residents/tenants only. The nearest public car park is St Mary's on Balkerne Hill, which is a very short walk across the footbridge.