



Gloucestershire Housing Association

Assured tenancy agreement

- إذا أردت هذه الوثيقة بلغة أخرى أو بطريقة أخرى، أو إذا كنت بحاجة إلى خدمات مترجم، فنرجو أن تقوم بالاتصال بنا. (Arabic)
- যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান অথবা যদি আপনার একজন ইন্টারপ্রেটারের প্রয়োজন হয়, তাহলে দয়া করে আমাদের সাথে যোগাযোগ করুন। (Bengali)
- 本文件可以翻譯為另一語文版本，或製作成另一格式，如有此需要，或需要傳譯員的協助，請與我們聯絡。 (Cantonese)
- Si vous souhaitez obtenir ce document dans une autre langue ou sous un autre format ou si vous avez besoin des services d'un interprète, veuillez nous contacter. (French)
- જો તમને આ દસ્તાવેજ બીજી ભાષા અથવા રચનામાં જોઈતો હોય, અથવા જો તમને ઇન્ટરપ્રિટરની સેવાઓ જોઈતી હોય તો, કૃપા કરી અમારો સંપર્ક સાધો. (Gujarati)
- यह दस्तावेज़ यदि आपको किसी अन्य भाषा या अन्य रूप में चाहिये, या आपको आनुवाद-सेवाओं की आवश्यकता हो तो हमसे संपर्क करें (Hindi)
- 本文件可以翻译为另一语文版本，或制作成另一格式，如有此需要，或需要传译员的协助，请与我们联系。 (Mandarin)

This document is also available in large print, on audio tape and in Braille if you ask.

Assured tenancy

This assured tenancy is covered by the Housing Act 1988 and is not an assured shorthold tenancy. The terms of this assured tenancy are set out in this agreement.

This tenancy agreement is between the following.

Gloucestershire Housing Association ('we', 'us', 'our')

2 St Michael's Court, Brunswick Road, Gloucester, GL1 1JB, which is registered with the Housing Corporation under section 5 of the Housing Associations Act 1985.

_____ and
_____ and
_____ and
_____ ('you', 'your')

If there are two or more tenants, you individually and jointly have the responsibilities and rights set out in this agreement.

Property address: _____

(the premises')

Description of the premises: _____

Number of people allowed to live there: _____

Date the tenancy starts: _____

1 General terms

a Rent and other charges

You must pay the following each week from the date this agreement starts.

Rent: £ _____

Service charge: £ _____

Water: £ _____

Heat: £ _____

Other: £ _____

Total charge: £ _____

In this agreement, 'rent' refers to the total charge set out above.

We may change the rent from time to time in line with this agreement.

You must pay the rent every Monday.

b Services

We will provide the following services for the premises. However, we may decide not to provide the services if we reasonably believe that it is no longer practical to do so, or we may provide further services if we believe it is desirable to do so.

<input type="checkbox"/>	Landscaping and gardening to shared areas
<input type="checkbox"/>	Cleaning to internal shared areas
<input type="checkbox"/>	Window cleaning
<input type="checkbox"/>	Sewage treatment and pump facilities
<input type="checkbox"/>	Shared aerials
<input type="checkbox"/>	Lifts and lifting equipment
<input type="checkbox"/>	Fire alarms and equipment
<input type="checkbox"/>	Door-entry systems
<input type="checkbox"/>	Laundry equipment
<input type="checkbox"/>	Supplying bins
<input type="checkbox"/>	Supplying shared water
<input type="checkbox"/>	Supplying shared electricity
<input type="checkbox"/>	Supplying shared gas
<input type="checkbox"/>	Supplying and maintaining closed-circuit television
<input type="checkbox"/>	Cleaning and replacing carpets
<input type="checkbox"/>	Supplying and maintaining white goods (for example, fridges and cookers)
<input type="checkbox"/>	Responsible tenant service
<input type="checkbox"/>	Floating support service

c Changing the rent

We can increase or decrease your rent when we review it each year.

We will give you at least one month's notice, in writing, of the increase. The notice will tell you how much the rent will be.

We cannot increase the rent more than once a year, or until at least 12 months have passed since the last increase. We will not increase the service charge part of the rent more than once a year unless the services we provide change.

We may charge for services based on either reasonable costs we have incurred during the previous financial year or on estimates for the current or next financial year. We may carry forward the difference between any estimate and the actual costs spent. This means that if we have charged you too much, we will reduce your service charge for the next year. If we have charged you too little, we will increase your new service charge.

We may set up a 'sinking fund'. We will use this to pay for any unusually large costs we expect to be covered by the service charge in the near future.

If you disagree with the new rent, we and you may agree a new amount. Or, you may refer the notice to a rent assessment committee before the new rent comes into force to decide what a fair market rent would be. In this case, the rent you have to pay, for one year, will be the amount the committee decides. The new rent amount will then come into force on the date set out in the notice, or on the date the rent assessment committee decides.

d Amending this agreement

Apart from changes in rent, service charges or other charges, this agreement may only be amended:

- a if we and you agree in writing; or
- b by government legislation.

e Legislation

All references in this tenancy agreement to legislation include any amendments that may apply.

f Notices

If you need to send us any notices, please send them to:

Gloucestershire Housing Association
2 St Michael's Court
Brunswick Road
Gloucester
GL1 1JB.

2 Our responsibilities

We agree to the following.

a Possession

Allow you to live in the premises from the date this agreement starts.

b Right to occupy

Not to interrupt or interfere with your right to live peacefully in the premises unless:

- we need to inspect the condition of the premises, or carry out repairs or other work to the premises or any neighbouring property;
- we are entitled to repossess the premises at the end of the tenancy;
- we reasonably believe that you are breaking the conditions of this tenancy agreement; or
- a court has given us possession by ending the tenancy.

c Charges

Pay the local authority, water authority and other service providers any amounts we owe them which we have received from you as service charges in the rent.

d Repairing the structure and outside of the premises

Keep in good repair the structure and outside of the premises, including:

- drains, gutters and outside pipes;
- the roof;
- outside walls, outside doors, window sills, window catches, sash cords and window frames, including necessary outside painting and decorating;
- inside walls, floors and ceilings, doors and door frames, door hinges and skirting boards, but not inside painting and decorating;
- chimneys, chimney stacks and flues, but not sweeping;
- pathways, steps or other means of access, but not patio areas;
- major inside plasterwork;
- garages and outbuildings we have provided; and
- boundary walls and fences we have provided or put up at the premises, or if the fence is next to a public footpath or a public open space.

e Repairing installations

Keep in good repair and proper working order any installations we have provided for heating, water heating and sanitation, and for supplying facilities to receive water, gas and electricity, including:

- basins, sinks, baths, toilets, flushing systems and waste pipes;
- electrical wiring (including sockets and switches), gas pipes and water pipes; and
- water heaters, fireplaces, fitted fires and central-heating installations.

f Repairing shared areas

Take reasonable care to keep the shared entrances, halls, stairways, lifts, passageways, rubbish chutes and any other shared areas (including their electrical lighting and door-entry systems) in reasonable repair and fit for you, other tenants and any visitors to use.

g Charging you for repairs

We will not be liable for the cost of any repairs if we believe that the repair is necessary because of something you (or any visitor to your property, or anyone living with you) have done. In that case, we may carry out the work and charge you for the cost of the work.

h Outside decoration

Keep the outside of the premises and any shared areas in a good state of decoration, and normally decorate these areas once every four or five years.

i Notices we issue

Send you notices related to the tenancy (including notices we have to send by law, and notices to evict you) to the premises, addressed to you or (if different) to your last known address. We can post these notices or deliver them in person.

j Your guarantee

Give you information on our housing management policies. (We must do this under the guidance issued by the Housing Corporation (the 'Tenants' Guarantee) under section 36 of the Housing Act 1996.)

k Data protection

Under the Data Protection Act 1998 and our policies on confidentiality, we will keep any personal information you give us strictly confidential.

By signing this agreement, you agree that we may pass your personal information to other people or organisations if we have a good reason to do so.

We will strictly control who we give this information to and why.

l Access to information

You can see any personal information we hold about you, in line with your legal rights. (However, this right does not apply to confidential information other people and organisations have given us.) We may charge you a reasonable fee for providing the information.

If you think the information we hold about you is wrong, we can make a note of this on our records.

3 Your responsibilities

You agree to do the following.

a Living in the property

Move into the premises within seven days of signing the tenancy agreement.

You must not give up the premises or sublet them (or any part of them), except as allowed in paragraph 3t.

b Paying your rent

Pay the rent each Monday for the week to come.

We will consult you if we want to change how you pay your rent.

(Please delete the next section if it is not relevant)

You agree that you still owe rent of £_____ from a previous tenancy of premises known as _____.

You agree to pay this amount at the start of every week / month, (Please delete the one that doesn't apply) starting on _____.

c Using the property

Live in the premises as your only or main home.

If you are a joint tenant, at least one of the joint tenants must live in the premises as their only or main home.

You must not run a business at the premises without our permission in writing and without any planning permission you may need from the local authority.

Not use the premises, or allow other people to use the premises, for immoral or illegal purposes.

Not put up or display on the premises any notice, sign or advertisement without our permission in writing beforehand.

Use any shared facilities for their intended purpose, considering the convenience and safety of other people.

d Nuisance

Not cause or allow members of your household, or any visitors, to behave in any way that causes, or is likely to cause, a nuisance or an annoyance (including noise) to anyone near the premises, including neighbours and other tenants or leaseholders.

You are responsible for the behaviour of anyone living with you and any visitor to the premises.

Also, you must not commit any act of violence against any other person living in the premises, including a joint tenant.

Examples of nuisance, annoyance or disturbance include (but are not limited to):

- loud music;
- arguing and slamming doors;
- dogs barking and fouling;
- offensive drunkenness;
- selling or using drugs;
- dumping rubbish; and
- playing ball games close to someone else's home.

e Harassment

Not commit (or allow any visitor or any members of your household to commit) any kind of harassment (including harassment because of someone's age, sex, sexuality, race, culture, ability or lifestyle) which may interfere with the peace and comfort of, or cause offence to, any person in the locality of the premises (including any of our tenants or employees, and any visitors or neighbours) or to any of our employees.

f Staff

Not commit or threaten to use (or allow members of your household or any visitors to commit or threaten to use) any kind of violence, including verbal or physical assault, towards any of our employees, agents or contractors.

g Noise

Not play (or allow members of your household or any visitors to play) any radio, television, record player, CD player, tape-recording equipment, audio equipment or musical instrument, or make any other sort of noise, so loudly that it causes a nuisance or an annoyance to neighbours or can be heard outside the premises at any time (but particularly between 11pm and 7.30am).

h Animals

Not keep any bird, fish or animal on the premises without our permission in writing.

If we give our permission, you must keep any pet under proper control and not allow them to cause a nuisance to any other person.

You cannot keep a dog if you live in a flat.

i Decoration

Keep the inside of the premises in good and clean condition, and decorate all inside areas of the premises as necessary to keep them in good decorative order.

j Damage

Repair any damage you (or any member of your household or any visitor) cause to the premises, our fixtures and fittings or the shared areas (unless the damage was caused by fair wear and tear).

You must also pay our costs if we have to carry out work to repair damage if you have failed to do so (including the cost of replacing keys or door-entry fobs).

k Reporting repairs

Tell us as soon as possible about any fault or repair we are responsible for in the structure or outside of the premises, or in any installation in the premises or the shared areas.

l Right of entry

Allow our employees, authorised officers, agents or contractors acting on our behalf, and the gas, water, electricity, telecommunications and alarm system companies, access at all reasonable times during the day to inspect the condition of the premises or carry out repairs or other work to the premises or neighbouring premises. (We will normally give you at least 24 hours' notice but we may need immediate access in an emergency.)

m Information you provide

Make sure that all information in the application form for this tenancy is accurate. We grant the tenancy based on that information.

If you (or someone acting on your behalf) deliberately give us false or inaccurate information to gain this tenancy, you must move out of the premises (if we ask you to do so). We will then repossess the premises and this tenancy will end.

n Parking

Not park (or allow members of your household or any visitors to park) caravans, trailers or boats within the boundary of the premises or on any shared areas, garage forecourts, parking areas, service roads, grassed verges, grassed areas or other verges.

Not park (or allow members of your household or any visitors to park) unroadworthy vehicles within the boundary of the premises, or on any shared areas, garage forecourts, parking areas, service roads, grassed verges, grassed areas or other verges.

Not park (or allow members of your household or any visitors to park) vehicles that do not display a valid tax disc within the boundary of the premises or on any shared areas, garage forecourts, parking areas, service roads, grass verges, grassed areas or other verges.

Not park (or allow members of your household or any visitors to park) any vehicles within the boundary of the premises other than on a driveway or other tarmacked surface that has a dropped kerb.

If you want to build a dropped kerb or a tarmacked driveway, you must get our permission in writing and that of the local authority.

Not park (or allow members of your household or any visitors to park) in any space that has been reserved for a disabled person, unless you or they are registered disabled.

o Car repairs

Not carry out (or allow members of your household or any visitors to carry out) repairs on any car or vehicle anywhere on any area we own, except minor routine repairs. Never leave any part or parts of the vehicles on those areas, and not cause or allow oil, petrol or other fluids to be spilt on the premises or any area we own.

p Gardening

Be responsible for keeping in good condition any garden including trees and fencing (which is not covered by paragraph 2d) which forms part of the premises.

Not leave household furniture, household appliances or household rubbish in any garden which forms part of the premises.

Repay us any removal or storage costs and the costs of any other work we carry out because you have failed to meet your responsibilities under this paragraph.

q Obstruction

Not to block or obstruct exits, passageways, landings, staircases or other shared areas, and leave all shared areas in good condition.

r Transferring your tenancy

Not transfer the tenancy to any other person, apart from under a court order made under section 24 of the Matrimonial Causes Act 1973 or with our permission in writing under paragraph 4i.

s Overcrowding

Not allow more people to live in the premises than the number set out on the front page of this agreement.

t Lodgers and subletting

Ask for our permission in writing (which we will not unreasonably withhold) before taking in any lodger or subletting any part of the premises (under section 324 of the Housing Act 1985 and paragraph s, the property must not be overcrowded).

Before we give you our permission, you must also tell us the name, date of birth and sex of the lodger or subtenant, and give details of which rooms they will live in and use.

Not grant an assured subtenancy of any part of the premises.

u Absence from the property

Tell us in writing (and, where possible, beforehand) if you are going to be away from the premises for 28 days or more.

v Ending your tenancy

Give us at least four weeks' notice in writing (ending on a Sunday) if you want to end the tenancy.

You must post or deliver in person the notice to our offices (as shown in paragraph 1f).

You must return the keys to the premises to our offices no later than the Monday immediately after the date the notice ends.

w Moving out

Move out of the premises and return the keys at the end of the tenancy.

You must remove all furniture, personal belongings and rubbish, and leave the premises and our fixtures and fittings in good condition and repair, and in good decorative order, so that the premises are fit for another tenant to move into.

Pay us the cost of repairing any damage to the premises caused by your negligence or misuse, or that of any other person living in, visiting or using the premises, that is not due to fair wear and tear.

We are not responsible for anything you leave in the premises at the end of the tenancy.

We will remove anything left in the premises at the end of the tenancy and charge you for the costs of removing, storing, selling or otherwise getting rid of them.

x Improvements

Not make any improvements, alterations or additions to the premises without our permission in writing beforehand, and without all other necessary building consent or planning permission.

Meet our reasonable requirements relating to any permission we give you for making improvements, alterations or additions to the premises, including the standard of work to be carried out (and maintaining that standard).

You may have to restore the premises to their original condition when you leave.

You need permission to:

- put up any structure in the garden of the premises;
- cut down any tree, remove any hedge or create access for vehicles from the road into the premises;
- lay permanent flooring including wooden, tiled and laminate flooring;
- alter the structure of the premises or fixtures within the premises, including fitting kitchens or bathrooms; and
- alter or adapt the gas or electricity supply to the premises.

This is not a full list. If you want to make any kind of improvement, you should contact us to check whether you need our permission.

4 Your rights

You have the following rights.

a Right to occupy

You have the right to live in the premises without interruption or interference from us while this tenancy agreement is in force as long as you follow the conditions of this agreement and respect the rights of other tenants and neighbours. However, you must allow us the right of entry as set out in paragraph 3l.

b Security of tenure and reasons for repossession

You have security as an assured tenant as long as you live in the premises as your only or main home. This means that we can only end the tenancy by getting a court order to repossess the premises on one of the 'grounds' (reasons) listed in schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996).

We agree that we will give you notice in writing if we intend to apply for a court order to do this. The amount of notice we give depends on the reason we are applying for the court order.

We will only use the following grounds to apply for a court order.

- You die and you have named someone else in your will to pass the tenancy on to, or the tenancy passes to someone else under the rules of intestacy (where you do not leave a will) (ground 7). (However, paragraphs 4j, 4k and 4l apply.)
- Other suitable accommodation is available to you, as long as we can show that one of the following applies (ground 9).
 - That we intend, within a reasonable time of repossessing the premises, to demolish, rebuild or refurbish the premises, the building the premises are a part of or any neighbouring building, and cannot reasonably do so without repossessing the premises.
 - That the premises have features which are substantially different from those of ordinary homes, which are designed to make them suitable for a physically disabled person who needs that type of accommodation. No-one living in the premises must need those features and we must need the premises for a physically disabled person to live in.
 - That you are a 'successor' (other than those circumstances set out in paragraphs 4j and 4k) and the premises are too big for your needs (for example, more bedrooms than you and anyone living with you need). We must apply for possession not sooner than six months and no more than 12 months after the death of the previous tenant.

- That the premises are one of a group of homes which we normally let to people who have special needs, and a social service or special facility is provided nearby to help people with those special needs. No-one with special needs must be living in the premises and we must need the premises for a person who has those special needs to live in.

- You have not paid the rent you owe (ground 10).
- You persistently delay in paying the rent you owe, whether or not you still owe rent at the hearing date (ground 11).
- You (or anyone living with you) have failed to carry out any of the conditions of this tenancy agreement (ground 12).
- You (or anyone living with you) have damaged or failed to look after the premises, the building or any of the shared areas (ground 13).
- You (or anyone living in or visiting the premises) have been guilty of causing (or being likely to cause) a nuisance or an annoyance to anyone living in, visiting or carrying out a lawful activity near the premises.

Or, you (or anyone living in or visiting the premises) have been convicted of using the premises, or allowing them to be used for immoral or illegal purposes, or convicted of an offence carried out at or near the premises (ground 14).

- You have left the premises because your partner (if you have one) has been violent towards you or your family, or threatened to use violence against you or your family (ground 14A).
- You (or anyone living in the premises) have not looked after any furniture we provided, and the condition of this furniture has got worse (ground 15).
- We let the premises to you because you worked for us but you no longer do so (ground 16).
- You (or someone acting on your behalf) deliberately or carelessly gave us false or inaccurate information to get the tenancy (ground 17).

c Ending an assured tenancy

If the tenancy is no longer an assured tenancy, we may end the tenancy by giving you four weeks' notice in writing.

d Lodgers and subletting

You may take in lodgers or sublet part of the premises (with our permission in writing) as long as you do not grant an assured subtenancy (apart from an assured shorthold tenancy within the meaning of section 19A of the Housing Act 1988). However, paragraphs 3s and 3t apply.

e Improvements

You may make improvements, alterations and additions to the premises (including putting up a television aerial, and decorating the outside of, adding to or altering our installations, fixtures and fittings) as long as you have our permission in writing beforehand and all other necessary approvals (for example, planning permission or building regulations approval).

We will not unreasonably withhold our permission, but may demand that you carry out the work to a certain standard.

If you fail to meet our conditions, we may treat that as breaking your responsibilities under this tenancy.

f Right to repair

You have the right to carry out repairs which are our responsibility if you have told us, in writing, that a repair needs to be carried out and we have failed (without good reason) to carry out the repair within 28 days.

You may only use this right in line with the regulations made by the Secretary of State under section 96 of the Housing Act 1985.

We will refund to you the agreed cost of repairs carried out in line with these regulations.

g Right to consultation

We will consult you before we change how we manage and maintain housing management or maintenance if this is likely to have a significant effect on you. You have the right to be consulted as if section 105 of the Housing Act 1985 applies to this tenancy.

This means that if there are any changes (such as a change in housing legislation or the way we are organised) which will affect the way we provide services to you, we will tell you and, where possible, ask for your opinions.

h Right to information

You have a right to information from us about the terms of this tenancy, our responsibilities to carry out repairs and our policies and procedures on the following, as if sections 104 and 106 of the Housing Act 1985 apply to this tenancy.

- Consulting tenants
- How we offer housing
- Transferring to another property
- Equal opportunities
- Antisocial behaviour
- Our principles for fixing rent

You also have the right to be provided with information about our performance (as set out in the Tenants' Guarantee).

i Right to exchange

You have the right to exchange this tenancy with another tenant of a registered housing association or a local authority. However, you must have our permission, in writing, beforehand. We will only withhold our permission for certain reasons.

j Succession

If you die while this tenancy is still in force (and it is only in your name and you are not a successor), your husband, wife or civil partner can take over the tenancy (under the Housing Act 1988) as long as he or she is living in the premises as his or her only or main home when you die, and the premises are suitable for he or she to live in. He or she will then be known as your 'successor'. (A civil partnership is a formal arrangement that gives same-sex couples the same legal status as a married couple.)

k Rights of family members

As long as you are not a successor, a member of your family will have the following rights if you die while this tenancy is in force.

- If the tenancy does not pass to your husband, wife or civil partner (paragraph 4k), we will grant a new assured tenancy to another member of your family who has lived with you for the 12 months before you die and who has lived in the premises as their only or main home when you die. However, paragraph 4m and the third bullet point in this paragraph apply.
- If more than one member of your family is eligible to take over the tenancy, we will decide who the tenancy should pass to. Our decision will be final.
- If a member of your family wants to take over the tenancy, they must apply to us within one month of your death. We will tell anyone who applies the name of the person we will pass the tenancy to.

l Successors

Under this agreement, a successor will be:

- a husband, wife or civil partner who takes over the tenancy under the Housing Act 1988, as in paragraph 4j;
- a person who was a joint tenant and who has become the only tenant under this agreement;
- a member of your family, as defined in paragraph 4l;
- a person who becomes the tenant under your will, after you die;
- a person who becomes the tenant as a result of a court order under section 24 of the Matrimonial Causes Act 1973, and their husband, wife or civil partner is a successor; and
- a person who becomes the tenant under the right to exchange and was a successor under the previous tenancy.

m Succession under a will

If this tenancy passes to someone under your will or the rules of intestacy who we would otherwise have granted a new assured tenancy to under paragraph 4l, we will treat the tenancy as if it has been transferred.

We will also need to be satisfied that that person has the right to take over the tenancy under your will or the rules of intestacy.

I _____, confirm that I understand and accept the conditions of this agreement, and in particular paragraph 3m. I understand what will happen if I deliberately provide false or inaccurate information in the application form.

Our signature: _____ Date: _____

First tenant

Your name: _____

Your signature: _____ Date: _____

Second tenant

Your name: _____

Your signature: _____ Date: _____

Third tenant

Your name: _____

Your signature: _____ Date: _____

Fourth tenant

Your name: _____

Your signature: _____ Date: _____

If you think that we have broken this agreement or have not carried out any of our responsibilities set out in it, you should first complain to us in writing, giving details of what we have or have not done.

If we fail to deal with your complaint or, in your view, continue not to follow the agreement, you can get legal advice and information on what action you can take from a citizens advice bureau, a law centre or a solicitor.

We must follow any guidance on housing management practice that the Housing Corporation issues with the approval of the Office of the Deputy Prime Minister, and the Tenants' Guarantee (or any further publication that replaces it).