



# Gloucestershire Housing Association

---

## STARTER TENANCY

---

This is an Assured Shorthold tenancy within the meaning of the Housing Act 1988. This Assured Shorthold tenancy is for a period of 6 months from the tenancy start date. Upon expiry of the 6 month period it remains an Assured Shorthold tenancy, for a period of 1 week then every week afterwards. The terms of this Assured Shorthold tenancy are set out in this agreement.

## THIS TENANCY AGREEMENT IS BETWEEN

**Name and address of Landlord (“Association”):** The Gloucestershire Housing Association (“the Association”) of 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

**Name of Tenant(s):** (“the Tenant”)

AND (“the Tenant”)

(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:**

(“the Premises”)

**Description of Premises:**

**Date of start of Tenancy:** The tenancy begins on



**SECTION 48(I) THE LANDLORD AND TENANT ACT 1987  
NOTIFICATION BY LANDLORD OF ADDRESS FOR SERVICE OF NOTICES.**

We, your Landlord, Gloucestershire Housing Association Ltd of 2 St Michael's Court, Brunswick Road, Gloucester, GL1 1JB hereby give you notice pursuant to Section 48(I) of the Landlord and Tenant Act 1987 that our address for service of notices (including notices in proceedings) is as follows:

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



## GENERAL TERMS

---

### It is agreed as follows

1. (A) This tenancy is an Assured Shorthold tenancy until the provisions set out in sub-clause B comes into effect:
- (B) This tenancy is not an assured shorthold tenancy when this provision comes into effect.
- (C) The provision in sub-clause (B) comes into effect on:  
unless before that date.
- (a) Proceedings for Possession have begun against the tenant; or :
- (b) Gloucestershire Housing Association Limited has served a Notice under Section 21(4) of the 1988 Housing Act that it requires possession
- In which case this tenancy continues to be an assured shorthold tenancy until:
- (i) Two months from the expiry of the Notice (if there were no proceedings issued within that time) or:
- (ii) The day after proceedings are determined (if no Possession Order is made) or:
- (iii) The tenancy is ended by a Court Order for Possession.

## GENERAL TERMS

---

### 1. It is agreed as follows:

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

Net Rent:	£
Service Charge:	£
Heating:	£
Water:	£
Other:	£
	_____
Gross Rent:	£



In this Agreement the term “rent” refers to the sum of gross rent set out above or as varied from time to time in accordance with this Agreement.

- (2) The payment of weekly rent, is due in advance on Monday (the first day of each week)
- Services** (3) The Association shall provide the following services in connection with the Premises:
- Changes in Rent** (4) The Association may increase or decrease the rent by giving the Tenant not less than one calendar month’s notice in writing of the increase or decrease. The notice shall specify the rent proposed. The rent shall not be increased more than once a year, and no increase shall take effect less than a year after the last increase or the date of this Agreement. The revised rent shall be the amount specified in this notice unless the Tenant exercises his/her right to refer the notice to a Rent Assessment Committee to have a market rent determined, in which case the maximum rent payable for one year after the date specified in the notice shall be the rent set by that committee.
- Altering the Agreement** (5) With the exception of any changes in rent, service or other charges, this Agreement may only be altered:
  - (i) by the agreement in writing of both the Tenant(s) and the Association or;
  - (ii) by the Association complying with procedures in the Housing Act 1985 (S102 and S103). This involves writing to all tenants affected by the changes and explaining to them the proposed changes. A reasonable period of time will be allowed for representations and the consideration of these. A notice of variation would then be issued, or;
  - (iii) by Government legislation.



## 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 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
- Charges** (3) To pay the respective local authority, water authority and other services providers, any amounts due to them and collected from the Tenant by way of service charges in the rent.
- Repair of structure and Exterior** (4) 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, window sills, 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 but not 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 garages and stores;
  - (ix) boundary walls and fences on the periphery of the Premises ie, not between gardens.
- Repair of Installations** (5) To keep in good repair and proper working order any installations 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 waste 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** (6) To take reasonable care to keep the common entrances, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Premises.



- |                                  |   |
|----------------------------------|---|
| <b>External Decorations</b>      | (7) 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 4 - 5 years.  |
| <b>Notice served by Landlord</b> | (8) All Notices in connection with the tenancy including notices required by statute and notice to quit, if applicable, may be served by the landlord on the tenant by posting or delivery to the premises addressed to the tenant            |
| <b>Tenants' Guarantee</b>        | (9) To provide the Tenant with information on its housing management policies as required by the guidance issued by the Housing Corporation (the Tenants' Guarantee) under the provision of Section 36A of the Housing Associations Act 1985. |

**The Association will not be liable for the cost of the repair if in the opinion of the Association the repair is necessary because of the fault of the Tenant. The Association may carry out the work and charge the Tenant for the cost of the work**



## 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, or any part of it.
- Rent** (2) To pay the rent weekly and in advance.
- Use of Premises** (3) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate a business at the Premises without the written consent of the Association.
- Nuisance** (4) To be responsible for the behaviour of every person (including children) living in or visiting the Premises. This includes being responsible for them in the Tenant's home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the neighbourhood around the Tenant's home.

The Tenant, or persons for whom they are responsible as above, must not cause nuisance, annoyance or disturbance to any other person.

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

loud music;  
arguing and door slamming;  
dog barking and fouling;  
offensive drunkenness;  
selling drugs or drug abuse;  
rubbish dumping;  
playing ball games close to someone else's home.

- Racial and other Harassment** (5) To ensure that neither they, or anyone for whom they are responsible in clause (4), commit any form of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of his/her household, visitors or neighbours
- Violence and harassment of Staff** (6) Not to commit or threaten or allow members of the Tenant's household or visitors to hinder, obstruct, threaten any form of violence, verbal or physical or assault any employee, agent or contractor of the Association. In any such criminal circumstances the Association will instigate legal action.
- Noise** (7) Not to play or allow to be played any radio, television, record or tape recording or musical instrument or make any other sort of noise so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the Premises at any time, but particularly between the hours of 11.00 pm and 7.30am. Or to use the Premises or allow the Premises to be used for immoral or illegal purposes, or other arrestable offences.



- Pets** (8) Not to keep any bird or animal on the Premises without the written permission of the Association. Cats and dogs are not permitted in flats. To keep under proper control, any animals for which consent is given.
- Internal Decoration** (9) To keep the interior of the Premises in good and clean condition and to decorate all internal parts of the Premises as frequently as is necessary to keep them in good decorative order.
- 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 invited visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Association 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 structure or exterior of the Premises or in any installation therein or in the common parts.
- Access** (12) To allow the Association's employees or contractors acting on behalf of the Association access at all reasonable hours of the daytime 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 immediate access may be required in an emergency).
- Information provided by Tenant** (13) To ensure that all information and details contained in the application form for this tenancy are accurate. The tenancy is granted on the basis of such information and the Tenant understands that should the Tenant knowingly have given false or inaccurate information which the Association has relied upon in granting this tenancy, then the Tenant will, upon written request, vacate the Premises and the Association shall be entitled to take possession thereof and this tenancy shall be determined.
- Parking** (14) Not to permit a caravan, boat, trailer, any goods vehicle, any vehicle in a dangerous or unroadworthy condition, or any untaxed vehicle to be placed or parked on the Premises including the garden or on the Association's parking area, without previously obtaining the written consent of the Association. The decision whether or not to give such consent shall be in the sole discretion of the Association and such consent, if given, may be revoked for any reason upon the Association giving to the Tenant 28 days written notice of this withdrawal.
- Repairs to Vehicles** (15) Not to carry out any repairs on any car or vehicle anywhere on the estate except minor routine repairs and not in any event to leave any part or parts of the vehicle on the estate and not to cause or allow any spillage of oil, petrol or other fluids on the Premises or the estate.
- Care of the Garden** (16) If the dwelling has a front and/or rear garden, to keep and maintain them in a reasonably tidy condition and not to use the garden(s) for dumping rubbish except in a proper dustbin or other container for this purpose.



- Obstructions** (17) Not to obstruct exits, passageways, landings, staircases or other common areas, and to leave all common areas fit for use.
- Assignment** (18) **Not to assign the tenancy whilst it is an Assured Shorthold Tenancy**, under any circumstances thereafter in furtherance of a court order made under Section 24 of the Matrimonial Causes Act 1973 or with the written consent of the Association when exercising the right to exchange set out in 5(6) below.
- Overcrowding** (19) Not to allow more than ..... persons to reside at the Premises.
- Lodgers and Sub-Letting** (20) **Not to take in any lodger or sub-let any part of the whole whilst the tenancy is assured shorthold tenancy**, thereafter before taking in any lodger or sub-letting any part of the Premises, to seek the Association's consent in writing, which should not be unreasonably withheld and to inform the Association of the name, date of birth and sex of the intended lodger or sub-tenant and of the accommodation they will occupy.
- Assured sub-tenancies Prohibited** (21) Not to grant an assured sub-tenancy of any part of the Premises.
- Absences** (22) To inform the Association in writing, and where possible in advance if the Tenant is, or expects to be, absent from the Premises for 28 days or more.
- Tenancy** (23) To give the Association at least four weeks notice in writing when the Tenant wishes to end the tenancy. Such notice must be delivered or posted to the Association's offices details of which are shown on the front of this Agreement.
- Moving Out** (24) To give the Association vacant possession and return the keys of the Premises at the end of the tenancy and to remove all furniture, personal possessions and rubbish, and leave the Premises and the Association's fixtures and fittings in good tenantable condition and repair, and in good decorative order. To pay the Association the actual cost of repairing any damages to the Premises caused by the negligence or misuse by the Tenant or any other person living in or using the Premises and not due to fair wear and tear. The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the tenancy, and the tenant hereby agrees any items left at the end of the tenancy can be disposed of. The Association will dispose of any goods remaining in the property at the end of the tenancy and the Tenant will be re-charged for the costs of this

\* ***By agreement with the Housing Officer***



## 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) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and neighbours.

**Security of Tenure** (2) The Tenant has security of tenure as an assured shorthold tenant so long as he/she occupies the Premises as his/her only or principal home, for the period of the Starter Tenancy, thereafter he/she has security as an Assured tenant under the terms of the 1988 Housing Act, as written below.

The Association can only end the tenancy by obtaining a court order for possession of the Premises on one of the grounds listed in Housing Act 1988, and the amendments and additions provided in the Housing Act 1996.

The Association agrees that it will give due notice in writing of its intention to seek a possession order.

Once the tenancy is an Assured Tenancy under the terms of the 1988 Housing Act, The Association will only use the following grounds to obtain an order for possession:

- (i) the Tenant has not paid the rent which is due (Ground 10);
- (ii) the Tenant persistently delays in paying rent which has become lawfully due, whether or not any arrears at a hearing date (Ground 11);
- (iii) the Tenant has broken, or failed to perform, any of the conditions of this tenancy (Ground 12);
- (iv) the Tenant or anyone living in or visiting the Premises has caused damage to, or failed to look after the Premises, the building or any of the common parts (Ground 13);
- (v) the Tenant or anyone living in or visiting the Premises has caused serious or persistent nuisance or annoyance to neighbours, or has been responsible for any act of harassment on the grounds of race, colour, sex sexual orientation or disability, or has been convicted of using the property for immoral or illegal purposes (Ground 14);
- (vi) the tenant has left the Premises because of violence or threats of violence to them or their family by the remaining partner (Ground 14A);



- (vii) where the tenancy has devolved under the will or intestacy of the Tenant subject to the provisions of Clause 5(7) (succession to a spouse) and 5(8) (succession to family members) (Ground 7);
- (viii) suitable alternative accommodation is available to the Tenant, provided that in addition the Association can show (Ground 9);
  - (a) that vacant possession is necessary to carry out work to the Premises, or;
  - (b) Premises are needed for someone who requires the special amenities or services provided and the Tenant no longer does so, or;
  - (c) That the Tenant is a Successor as defined in 5(8)(iv) other than a spouse in whom the tenancy has vested in accordance with 5(7) and is under-occupying the Premises;
- (ix) the Tenant or anyone living in the Premises has ill-treated any furniture provided for use under the tenancy and the condition of this furniture has deteriorated (Ground 15);
- (x) the Premises were let to the Tenant in consequence of the Tenant's employment by the Association and the Tenant has ceased to be in that employment (Ground 16);
- (xi) the Tenant is the person or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by the (a) tenant or (b) a person acting at the tenant's instigation (Ground 17).

**Cessation of assured Tenancy**

- (3) If the tenancy ceases to be an assured tenancy the Association may end the tenancy by giving four weeks' notice in writing to the Tenant.

**Succession to a Spouse**

- (4) **Whilst an Assured Shorthold Tenancy (Starter Tenancy) this Clause (4) Succession to a Spouse, this clause does not apply.**

On the death of the Tenant (where the tenancy is held by one person) this tenancy will vest in the Tenant's spouse under the Provisions of the Housing Act 1988 provided that he/she occupied the Premises as his/her only or principal home at the time of the Tenant's death, and the Premises are suitable for their occupation.

**5. NONE OF THE RIGHTS IN SECTIONS 5 & 6 APPLY WHILST THE TENANCY IS AN ASSURED SHORTHOLD TENANCY UNDER THE TERMS OF THE 1988 HOUSING ACT.**

By way of further rights, the Association agrees:

That the provisions of Sections 92 - 94, 96 - 99, 104 - 106 and Schedule 3 of the Housing Act 1985 shall be deemed to apply to this tenancy. These rights are detailed below:



- Right to take in lodgers and Sub-Let** (1) Subject to 3(11), 3(12) and 3(18) above, the Tenant may take in any persons as lodgers or may with the consent in writing of the Association sub-let part of the Premises provided that the Tenant may not grant an assured sub-tenancy.
- Right to make Improvements** (2) The Tenant may make improvements, alterations and additions including the erection of a television aerial, external decoration and 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 will not unreasonably withhold its consent but may make it conditional upon the work being carried out to a certain standard. Failure to comply with the Association's conditions may be treated as a breach of the Tenant's obligations under this tenancy.
- Right to Repair** (3) The Tenant has the right to carry out repairs which are the Association's responsibility where the Tenant has reported the need for repair in writing and where the Association has, without good reason, failed to carry out the repair within 28 days of receiving such report. This right may only be exercised in accordance with the regulations made by the Secretary of State under Section 96 of the Housing Act 1985; the Association will refund to the Tenant the agreed cost of repairs carried out in accordance with these regulations.
- Right to Consultation** (4) The Association will consult the Tenant before making changes in matters of housing management or maintenance, which 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 and its policies and procedures on tenant consultation, housing allocation and transfers.
- Right to Exchange** (6) The Tenant has the right to exchange this tenancy by assignment with that of another tenant of a registered housing association or a local authority or new town subject to the prior written consent of the Association, which shall only be withheld on specified grounds.

**6. The Association also agrees that:**

- Succession to a Spouse** (1) On the death of the Tenant (where the tenancy is held by one person) this tenancy will vest in the Tenant's spouse under the provisions of the Housing Act 1988 provided that the spouse occupied the Premises as the spouse's only or principal home at the time of the Tenant's death. A person who was living with the Tenant as her/his common law husband or wife shall be treated as the Tenant's spouse.
- Right of Partners** (2) For couples of the same sex, on the death of the Tenant, the Association will grant a new assured tenancy to the surviving partner provided that the partner occupied the Premises as their only or principal home at the time of the Tenant's death and unless Clause 6(4) below applies.



**Right of a member of a Family**

- (3) On the death of the Tenant, provided that the Tenant was not a successor:
- (i) If the tenancy does not vest in the Tenant's spouse or partner under 6(1) or 6(2) above, subject to 6(3)(iii) and 6(4) the Association will grant a new assured tenancy to another member of the Tenant's family who has resided with the Tenant throughout the period of twelve months ending with the Tenant's death and who occupied the Premises as his/her only or principal home at the time of the Tenant's death;
  - (ii) If in (i) above there is more than one member of the Tenant's family qualified to succeed to the tenancy, the Association shall in its absolute discretion decide to whom the tenancy shall be deemed to be assigned;
  - (iii) All claims to succeed to the tenancy must be made to the Association in writing within one month of the death of the Tenant. The Association shall notify all claimants of the name of the person to whom the tenancy shall be deemed to be assigned;
  - (iv) For the purposes of this agreement a Successor shall be:
    - (a) a spouse in whom the tenancy was vested under the provisions of the Housing Act 1988 as in Clause 6(1);
    - (b) a partner as defined in Clause 6(2);
    - (c) a person who was a joint Tenant and has become a sole Tenant;
    - (d) A member of the family as defined in Clause 6(3)(i);



**Succession under a Will** (4) Where the tenancy vests under the will or intestacy of the deceased Tenant in a person to whom the Association would otherwise have granted a new assured tenancy under Clause 5(8) or 5(9)(i) then the Association will treat the tenancy as if it were assigned.

---

I .....

Hereby confirm that I/we understand and accept the terms of this agreement and in particular that general Clause 3(13) has been read to me/us and that I/we understand the consequences should any false information have been given to the Association in the said application form.

**Signed** ..... Date: .....  
on behalf of Gloucestershire Housing Association

**Signed** ..... Date: .....  
Tenant

**Signed** ..... Date: .....  
Tenant

If the Tenant feels that the Association has broken this Agreement or not performed any obligation contained in it, he/she should first complain to the Association in writing giving details of the breach or non-performance. If the Association fails to deal with the complaint or, in the Tenant's view, continues not to comply with the Agreement, the Tenant can obtain advice and information about his/her remedies at law from a Citizens' Advice Bureau/law centre or from a solicitor.

The Association is subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State and this tenancy is one to which the Tenants' Guarantee applies (or any subsequent publication replacing this document).

