



SOUTH DEVON RURAL
HOUSING ASSOCIATION LIMITED

ASSURED SHORTHOLD TENANCY AGREEMENT
THIS TENANCY AGREEMENT IS BETWEEN

Name and address of Association South Devon Rural Housing Association Limited
(‘the Association’) of Forder Lane House, Dartington, Totnes. TQ9 6HT.
which is registered with Homes England under section 3 of the Housing Act 1996

Name of 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 which comprises of
.....
.....

(a) Charitable 1965 Act associations The dwelling that is the subject of this tenancy is held by (the landlord in trust for) a charity that is an exempt charity.

The Tenancy

GENERAL TERMS

1. It is agreed as follows:-

Payments for the Premises

- (1) (i) The monthly rent for the Premises (exclusive of service charge) at the start of the tenancy shall be £..... .
- (ii) The Monthly service charge at the start of the tenancy shall be £0.00..... .
- (2) The payment of rent charge is due monthly in advance.

Services

- (3) (i) The Association shall provide the services and set out in the attached schedule for which the Tenant shall pay a service charge.
.....
.....
.....
.....
- (ii) The Association may, after consulting the Tenants affected, increase, add to, remove, reduce, or vary the services provided.
- (iii) The Association may charge for services on the basis either of reasonable costs incurred during the previous accounting period or of estimates for the current or next account period. The difference between any estimate and the actual cost may be carried forward.
- (iv) 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.
- (v) The cost of services shall be apportioned equally between all the properties concerned
- (vi) The Association shall provide an annual account of the costs incurred, the service charges due, and the amount held in the sinking fund if any.

Changes in Rent and service charge

- 4 (i) The Association may in accordance with the provisions of Sections 13 and 14 of the

Housing Act 1988 increase or decrease 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 last increase or of the start of this Tenancy. 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.

(ii) The service charge may be reviewed not more than twice in any one year. The Association shall give the Tenant four week's written notice of any change.

Service of notices

- (5) (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 **South Devon House, Babbage Rd, Totnes, Devon, TQ9 5JA.**
- (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

- (6) With the exception of any changes in Rent or service 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 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

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, rubbish chutes 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 5 years.
- Succession to partner** (7) On the death of a sole Tenant who is not a Successor, that the Tenancy will pass to the Tenant's partner (whether or not married to the tenant, and including a same-sex partner) under the provisions of the Housing Act 1988 provided that he or she occupies the Premises as his or her only or principal home at the time of the Tenant's death.

A Successor is:

- (a) a partner in whom the Tenancy was vested under this clause; or
- (b) a person by whom the Tenancy was inherited (see the following clause); or
- (c) a person that would have been entitled to succeed had the previous Tenant died and to whom the Tenancy was assigned under clause 3(14); or
- (d) a Tenant by survivorship when one of two or more joint Tenants has died.

The Association's recognition of the right of succession under this Tenancy is without prejudice to the right of the Association to serve notice terminating the Tenancy in accordance with clause 4(2) or 4(3).

- Housing Management** (8) To provide the Tenant with information on its housing management policies as required by the guidance issued by the Housing Corporation under the provisions of Section 36 of the Housing Act 1996 or its successor.

THE TENANT'S OBLIGATIONS

3. The Tenant agrees:-

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|------------------------------------|---|
| 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 | (2) To pay the Rent and service charge <i>weekly</i> in advance. |
| 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 metered 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 that might cause a nuisance or annoyance to other persons in the neighbourhood. |
| 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.

- 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 often 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 visitor to the Premises, fair wear and tear excepted, and to pay any costs 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 unroadworthy 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 to someone that would have been qualified under clause 2(7) above to succeed to the Tenancy had the Tenant died.
- Overcrowding** (15) Not to allow more than ... persons to reside at the Premises.
- Lodgers** (16) Before taking in any lodger to inform the Association of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.
- 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 for ... days or more.
- Ending the Tenancy** (19) To give the Association at least four weeks notice in writing when the Tenant wishes to end the Tenancy.
- 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 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 an assured tenancy the Association may end the Tenancy by giving four weeks' notice in writing to the Tenant.
- Right to take in lodgers** (4) Subject to clauses 3(15), 3(16) and 3(17) above, the Tenant may take in any persons as lodgers provided that the Tenant may not grant a sub-tenancy.
- Right to repair** (5) The Association shall establish a scheme providing the Tenant with a remedy if the Association fails to carry out its obligations to repair. The scheme shall operate in accordance with the requirement of the Housing Corporation as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.
- Right to consultation** (6) 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

- (7) 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, housing allocation and transfers, and its performance as a landlord.

Complaints

- (8) The Association shall establish a procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy. The procedure shall operate in accordance with the requirements of the Housing Corporation as laid down from time to time. 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.

Signed on behalf of the Association.....

Signed by the Tenant.....

Date.....

The Association is subject to any guidance on housing management practice issued by the Housing Corporation (or its successor) with the approval of the Secretary of State and this Tenancy is one to which that guidance applies.

Based on the NHF Model Assured Shorthold Tenancy (July 2004 version)