



SOUTH DEVON RURAL
HOUSING ASSOCIATION LIMITED

South Devon Rural Housing Association Ltd

Six Year Fixed Term Tenancy Agreement (with 12 month probationary period)



Registered Office: South Devon House, Babbage Road, Totnes. TQ9 5JA.
T. (01803) 863550 F. (01803) 863685 An Exempt Charity. South Devon Rural Housing Association Limited is a registered society under the Cooperative and Community Benefit Societies Act 2014 and The Homes and Communities Agency No. LH0920.



Fixed Term Tenancy Agreement

(with Probationary Period)

This is a legal contract. It describes the rights and responsibilities of you (the tenant) and us (your landlord).

It creates an Assured Shorthold tenancy within the meaning of the Housing Act 1988

This Tenancy Agreement is between

Our Name **South Devon Rural Housing Association Limited**

(referred to in this Agreement as “we”, “our”, or “us”)

We are an exempt charity, 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

Our Address South Devon House, Babbage Road, Totnes, Devon, TQ9 5JA

And

Your Name(s)

(referred to in this agreement as “you”)

If more than one person is named as being the tenant, you will be joint tenants and references to ‘you’ means to both or all of you. Each tenant individually has the full responsibilities and rights set out in this Agreement

This Agreement relates to:

Address

(referred to in this Agreement as “your home”).

Description

Property Type:
Number of Bedrooms
Maximum occupation
Garden
Parking
Service Charge
Rent Type

Your home includes any balcony, garage, outbuilding, shed, fence or wall let with it.

It begins on:

Start Date

Period and is granted for a fixed term of 6 years

You must make the following payments for your home:



SOUTH DEVON RURAL

HOUSING ASSOCIATION LIMITED

Net Rent £

Service Charge £

Total Weekly Rent £

Not applicable unless a figure is entered below

You must in addition repay to us money that you owe to us or an associated company in respect of your occupation of a previous property. The money that you owe us is:

Debt £0.00

and the weekly payment that you **must make in addition** to your Total Weekly Rent is:

Former Tenancy Arrears Payment £0.00

Not applicable unless a figure is entered below

If you are allowed to move in to your home before the Start Date (see clause 3.3), you agree to pay to us the following apportioned charge together with your first week's rent:

Licence Charge £0.00

The terms of this agreement are divided into the following sections:

1. Probationary provisions	4
2. General terms	4
3. Paying for your home	6
4. Repairing your home	8
5. Our responsibilities	10
6. Your responsibilities	11
7. Your rights	15
8. Ending your tenancy	18

1. PROBATIONARY PROVISIONS



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- 1.1. This tenancy is a fixed term tenancy with a Probationary Period. The purpose of the Probationary Period is to allow us to decide whether you can manage a long-term tenancy without breaking its terms.
- 1.2. The Probationary Period runs for 12 months from the Start Date. It will then end unless any of the following sub-paragraphs apply:
 - 1.2.1. An extension period has been notified to you in accordance with clause 1.3 below.
 - 1.2.2. A notice requiring possession under Section 21 of the Housing Act 1988 or a notice seeking possession under Section 8 of that Act has been served within the Probationary Period or any extension period and Court proceedings for possession of the Property are then issued within six months. In that event, the Probationary Period will continue until the Court proceedings (including any appeal) have been finally disposed of.
- 1.3. We may decide to extend the Probationary Period. We will notify you of this decision before the end of the Probationary Period and tell you why we have done so. The extension period will be for a maximum of 6 months. We can only extend the Probationary Period once.
- 1.4. During the Probationary Period (and any extension period), we have additional powers to end the tenancy and you do not have some of the rights given by this Agreement.
- 1.5. You must meet with our officers when required to discuss the conduct of the tenancy and to undertake a full inspection of your home during the Probationary Period. If the Probationary Period is extended you must also meet with our officers during the extension period.

2. GENERAL TERMS

Changing this Agreement

- 2.1. Except for changes in the Net Rent, service charge or other charges, the terms of this Agreement may be altered only if either:
 - 2.1.1. both you and we agree in writing; or
 - 2.1.2. By us following a procedure similar to that set out in sections 102 and 103 of the Housing Act 1985 in respect of Secure tenants. This means that we will:
 - (a) Serve you with a Notice of Intended Variation which will provide you with written details of the proposed variation and a statement which explains the effect of the proposed variation;
 - (b) Give you a reasonable period of time (normally 28 days) to make any comments to us about the proposed variation;
 - (c) Consider any comments that you make before making any final decision;
 - (d) If we decide to vary your tenancy, issue a written 'Notice of Variation' setting out in writing the varied terms and conditions and giving you 28 days' notice before the changes take effect.



SOUTH DEVON RURAL

HOUSING ASSOCIATION LIMITED

We will not make any changes in this way that would have a significantly adverse effect on you unless it is reasonable to do so in order to bring the Agreement into line with changes in the law or good housing management practice.

Changes in the Law

- 2.2. All references in this Agreement to sections and schedules of Acts of Parliament are to be regarded as including references to those sections and schedules as amended, varied, replaced or re-enacted from time to time.

Third Parties

- 2.3. Nothing in this agreement allows, or is intended to allow, any other person to have a right to benefit from or to enforce it, apart from successors and people the tenancy is assigned to in accordance with the terms set out below.

Notices

- 2.4. Any notice (including notices in proceedings) that you need to serve on us can be served at the local address stated below. This clause gives notice to you of our address as required by Section 48(1) of the Landlord and Tenant Act 1987.

The address where you must send any notices, including notices in proceedings, is

South Devon House, Babbage Road, Totnes, Devon, TQ9 5JA

- 2.5. Any notice that we need to serve on you under the terms of this Agreement or as required by law will be validly served if it is:
- a) handed to you or anyone at your home;
 - b) left at your home;
 - c) fixed to your front door or another prominent part of your home;
 - d) sent by post to your home; or
 - e) left at or sent by post to your last known address.
- 2.6. It is your responsibility to make arrangements for the collection or forwarding of mail if you are away from your home for any length of time.

Permissions

- 2.7. Before we can give you permission to do something, we may have to get permission ourselves from someone else (such as a management company or our own landlord). In these cases, we will only be able to give permission if we have permission from these people. You must pay to us any charges that we have to pay to get that permission if we ask you to.



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- 2.8. You must comply with any conditions that are attached to any consent that we give you to do something.

Priority of Payments

- 2.9. If you owe more than one debt to us under this agreement we can determine which of your debts any payment made by you is applied to, regardless of any instructions from you.

Costs

- 2.10. You must pay to us any reasonable costs (including legal costs) that we reasonably incur in enforcing or terminating this agreement.

Support

- 2.11. If we are granting this tenancy to you in order to facilitate the provision of support for you or a member of your family, the nature of this provision, and your obligations in relation to it, including (if applicable) any obligation to pay for it, are set out in a separate support agreement/plan. In these circumstances, the provision of support is fundamental to this Agreement and it is a breach of it if you withdraw from or are not engaging with the support service as agreed or are otherwise in breach of the support agreement/plan.

3. Paying for Your Home

Making payment

- 3.1 You must pay your total weekly charge, in full and on time, every week in advance. This weekly charge will usually be charged over 52 weeks. Where we agree to accept payments other than weekly you must always pay in advance of this payment period.
- 3.2 You are not allowed to withhold a payment because we have not done something that we have agreed to do or because you are in dispute with us over any matter. If we incur any bank or similar charges because there is not enough money in your account to pay a cheque, standing order or direct debit for your Total Weekly Rent or any other payments, you must repay these charges to us upon demand.

Moving in early

- 3.3. If we allow you to move in to your home before the Start Date, you will occupy your home as a licensee until the Start Date. You must pay us a Licence Charge at the same time as you pay your first week's rent. This charge is a proportion of the Total Weekly Rent to reflect the number of days you are in occupation as a licensee.
- 3.4. The licence is on the same terms as set out in this Agreement, except that you do not have any of the rights set out in section 7 of this Agreement other than those relating to the way we handle information. The licence will terminate immediately if we notify you that there has been a breach of any of the terms of this Agreement.

Help with your rent

- 3.5. Whether or not you receive housing benefit or any other form of assistance with your housing costs, it is your responsibility to pay the Total Weekly Rent. Any payment we do receive will be credited to your account. If we have to pay back an overpayment, it will be debited from your account.



SOUTH DEVON RURAL

HOUSING ASSOCIATION LIMITED

- 3.6. If you receive housing benefit or other assistance, or think you may be entitled to it, you must ensure that you complete the relevant forms and provide the necessary information so your claim can be assessed. If your circumstances change, you must inform the relevant authority at once. You must also tell us immediately if there is any reduction in the amount to which you are entitled means that you will be unable to pay the Total Weekly Rent.
- 3.7. You must if you are asked to do so apply to the relevant authority for the payment direct to us of any housing benefit or other similar payment to assist you with your housing costs.
- 3.8. You agree that we are authorised to disclose to the relevant authority any information, including personal details, and any changes in your circumstances which we are aware of. You also agree that we have your authority to ask the relevant authority for information regarding any claim you may make.

Changes in your rent

- 3.9. We will normally increase the Net Rent on the next Monday after 1st April following the start of this agreement and then on the next Monday after 1st April in each year after that. We may increase the rent at other times where we are required to do so by legislation or guidance from the Social Housing Regulator. Whilst we are your landlord, any increase will not exceed the amount permitted by that guidance.
- 3.10. We will give you at least 28 days' notice in writing of any change. The notice will specify the revised rent.
- 3.11. Where we reasonably require you to do so in connection with the rent payable for your home, you must provide us with information relating to your income and that of members of your household and give us copies of any documents that we ask you for.

Service charges

- 3.12. The weekly service charge for any twelve month period ending on 31st March will consist of a sum comprising the expenditure which we estimate we are likely to incur in that year in providing the Services, details of which are set out in an appendix to this Agreement.
- 3.13. We will give you at least 28 days' notice in writing of any change, which will normally take effect on the next Monday after 1st April in each year of the tenancy. The notice will specify the revised charge.

Fixed Service Charges

- 3.14. If the actual amount that we spend on providing the services exceeds our estimate, we will be responsible for the difference. If it falls short of our estimate, we will retain the difference.

Variable Service Charges

- 3.15. If the actual amount that we spend on providing the services exceeds our estimate, we will be responsible for the difference. If it falls short of our estimate, we will retain the difference.



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Electricity/Gas Charges

- 3.16. Where the building containing your home has a central supply of gas or electricity, you must read your meters as and when requested by us and pay to us (or the supplier directly) on demand the cost of gas or electricity used in your home.

Other charges

- 3.17. We may change any other charges by giving you 28 days' notice in writing of any change. The notice will specify the revised charge.
- 3.18. You must pay all other charges for which you are responsible (for example Council tax, electricity, water, gas and phone bills).

4. REPAIRING YOUR HOME

Our Responsibilities

- 4.1. We will keep in good repair and maintain in proper working order: -
- 4.1.1. The structure and exterior of your home and building of which it forms a part, including roofs, chimneys, chimney stacks, flues (but not including sweeping) walls (excluding minor internal plasterwork repairs), floors, ceiling, window frames, external doors, drains, gutters and outside walls and paths;
 - 4.1.2. Kitchen and bathroom fixtures – basins, sinks, toilets, baths and showers;
 - 4.1.3. Electrical wiring and gas and water pipes;
 - 4.1.4. Heating equipment and water heating equipment.

We are not responsible for any repair or replacement that is needed because of damage or neglect caused by you, or anyone living with or visiting you.

- 4.2. We will take reasonable care to maintain any communal areas around your home (including stairs, lifts, parking areas and rubbish chutes) in a condition that enables you to use them.
- 4.3. We are not responsible for cleaning communal areas unless this is listed as a service that we provide. You must help to keep communal areas clean and free of rubbish.
- 4.4. We will paint the outside of your home at regular intervals.
- 4.5. We will do repairs within a reasonable time and in line with our published repair timescales.
- 4.6. We will clear up after a repair.
- 4.7. In some cases you have a legal 'right to repair' and to have certain repairs done within agreed timescales. You may be able to get compensation if we do not do certain repairs on time.

Your Responsibilities

- 4.8. You must report any defects, faults or damage to property to us immediately, including any defects which might injure or damage anybody or anything. If your home is broken into or



SOUTH DEVON RURAL

HOUSING ASSOCIATION LIMITED

vandalised, you must report it to the Police, make a crime report and get a crime reference number.

- 4.9. You must carry out small repairs to your home such as;
- 4.9.1. replacing bath plugs, sink plugs and toilet seats;
 - 4.9.2. changing the outside door locks if you have lost your keys, locked yourself out, had your keys stolen or fitted extra locks yourself;
 - 4.9.3. unblocking sinks, drains or toilets where you have caused the blockage;
 - 4.9.4. changing fuses and maintaining your own electrical appliances;
 - 4.9.5. replacing light bulbs, including fluorescent strips and starters;
 - 4.9.6. bleeding radiators; (ask for advice before you bleed radiators as they may be part of a pressurised system)
 - 4.9.7. repairing washing machine or dishwasher plumbing that we have not provided;
 - 4.9.8. keep the boundary fencing in good repair;
 - 4.9.9. maintain and repair any garden shed, greenhouses or timber outhouses

There may be other repairs which are your responsibility. Please ask us.

- 4.10. You must keep the inside of your home tidy and in reasonable condition and redecorate where necessary.
- 4.11. You must pay for repair or replacement if damage is caused deliberately by you or a member of your family or your visitors (smashed windows or broken doors for example) or by your own neglect. We may agree to repair the damage or replace broken fittings but we will charge you for the cost of the work, VAT and an administration fee.
- 4.12. You must allow our workers or people sent by us into your home at all reasonable hours of the day to inspect and carry out maintenance, repairs and improvements to your home or to any adjacent. We will normally give you at least 24 hours' notice when we need to enter your home. However, you agree that if we need to obtain access in an emergency, we may if necessary force access if you are not present or if access is not given immediately. If we do this, we will repair anything that is broken as a result unless the reason for obtaining access is something that you have done in breach of the terms of this Agreement.
- 4.13. To ensure the safety of you and your family, we must carry out a number of very important visits to your home these include the annual home safety check of your heating and hot water systems, gas installations, flues/chimneys and smoke detectors as well as periodically conducting an Electrical Installation Condition Report.
- 4.14. You must cooperate with us in keeping appointments. If you miss appointments, or regularly change appointments, you must if we ask you to pay our reasonable costs if our employees



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or contractors are unable to carry out an inspection or repair because of a breach of this clause.

- 4.15. You must keep your home (including any loft) clear and accessible for us to carry out inspections and repair work if we ask you to. You must not store anything in the loft of your home. You must pay us our reasonable costs if our employees or contractors are unable to carry out an inspection or repair because of a breach of this clause.
- 4.16. You are responsible for repairing and maintaining your own equipment, such as cookers or washing machines and any improvement you have put in yourself. You are also responsible for the repair and maintenance of any equipment left by previous tenants. For gas and hard wired electrical devices you must organise for a qualified registered person to install or repair.
- 4.17. Our insurance only covers the structure of the building, such as the roof, walls, ceilings, floors, windows and doors, along with permanent fixtures (fitted by us), such as bathrooms, kitchens, guttering, service pipes and cables. It does not cover your belongings.
- 4.18. You must use the heating systems provided so that your home is kept adequately heated and you must take reasonable steps to ensure that your home is properly ventilated. You must not do anything which causes a significant increase in moisture levels inside your home. Tumble driers must either be vented to the outside or be of the condensing type.
- 4.19. You must take reasonable steps to prevent your water pipes from freezing during the winter period if you intend to be away from your home for more than a couple of days. If you have central heating, you must leave it on at a low setting.

5. OUR RESPONSIBILITIES

Possession

- 5.1. We will give you possession of your home at the commencement of the tenancy.
- 5.2. We will not interrupt or interfere with your right to peacefully occupy your home except where access is required to inspect, maintain, repair or improve your home or any adjoining property, or where we are entitled to possession at the end of the tenancy.

Services

- 5.3. We will provide the services set out in the schedule to this Agreement.
- 5.4. Following consultation with all tenants affected we may increase, add to, remove, reduce or vary any services provided.

6. YOUR RESPONSIBILITIES

Community Responsibilities

- 6.1. You are responsible for the behaviour of every person (including children) living in or visiting your home. You are responsible in your home, on surrounding land, in communal areas (stairs, lifts, landings, entrance halls, paving, shared gardens, parking areas) and in the



SOUTH DEVON RURAL

HOUSING ASSOCIATION LIMITED

locality around your home. References in this section of the Agreement to 'you' also apply to anyone living with you, or visiting your home

- 6.2. We will not allow any sort of harassment, victimisation, annoyance or nuisance. Where appropriate, we will take action, within our powers and under our policies and procedures, to deal with these issues.
- 6.3. You are also responsible for dealing with anti-social behaviour. We expect you to try and resolve disputes with your neighbours directly and to be tolerant of different lifestyles. You are encouraged to make use of mediation services where these are available. You should also consider whether it may be more appropriate to report issues that you cannot resolve to other agencies such as the local authority environmental health department or the Police.
- 6.4. You must not cause a nuisance, annoyance or disturbance to any other person.

Examples of nuisance, annoyance or disturbance include:

Abuse, threats or intimidation (including by use of social media), loud music, shouting, 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, putting graffiti on anything that belongs to us, interfering with any security or safety equipment in communal blocks.

- 6.5. You must not harass any other person on the grounds of their disability, race, religion or sex (including sexual orientation or gender re-assignment).

Examples of harassment include:

Using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of other people.

- 6.6. You must not inflict domestic abuse or threaten violence against any person (living with you or elsewhere) or otherwise behave in a manner that causes someone who is entitled to live in your home to leave.
- 6.7. You must not use abusive language or threatening behaviour towards members of our staff or anyone acting on our behalf or other residents.
- 6.8. You must not play loud music at any time. You must not play any music so that it is audible outside your home between the hours of 11.00pm and 7.00am.
- 6.9. You must not make false or malicious complaints about the behaviour of any other person.
- 6.10. You must not engage in any illegal or immoral activity whether in your home, in any communal area or in the locality of your home. This includes the possession, use, production or supply of illegal drugs.



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- 6.11. You must not damage, deface or put graffiti on any of our property. You will have to pay for any repair or replacement.
- 6.12. You must not leave any rubbish otherwise than in places designated for that purpose. You must not put non-recyclable items or the wrong recyclable items in recycling bins. If we have to clean up your rubbish, we may charge you the reasonable costs of this.
- 6.13. You must not allow children to play on communal landings or in garage compounds.
- 6.14. You must not interfere with security and safety equipment in communal blocks – doors should not be wedged open and you must not let in strangers who do not have identification.
- 6.15. You must not leave anything in any communal area.
- 6.16. You must not smoke or vape in any enclosed or mainly enclosed communal area. You agree that if any items are left in communal areas, we may remove and dispose of them and charge you the reasonable costs of doing this.
- 6.17. You must not use any communal electricity supply for your own purposes unless you have obtained our prior written permission or when using a designated mobility scooter charging point.
- 6.18. You must keep to the 'special conditions' that are set out in the Appendix to this agreement (if there are any) and comply with any estate rules or similar regulations and with any covenants, conditions or obligations that apply to your home or to communal areas. You will be informed if any of these apply at the beginning of your tenancy.

Using your home

- 6.19. You must occupy your home as your only or principal home.
- 6.20. You must not pass on your tenancy to somebody else unless:
 - a) a court has ordered you to do so; or
 - b) you are exercising the right to a mutual exchange given by this Agreement.
- 6.21. You must not sub-let or otherwise part with possession of all or any part of your home. You must not take in a lodger otherwise than in accordance with the rights given by section 7 of this Agreement.
- 6.22. You must not allow more than the number of persons stated on the second page of this agreement to occupy your home. You must tell us the names and dates of birth of the people moving in or leaving the property and their relationship to you.
- 6.23. You must not use your home for any purpose other than as a private dwelling. You must not carry on a trade or business from your home without our prior written consent. We will not withhold our consent unreasonably but may do so, or withdraw any consent previously given, if in our opinion your trade or business has caused or will cause a nuisance or annoyance to other persons.
- 6.24. You must tell us in writing if you are going to be away from the property for more than four weeks. You must leave a key with someone who lives nearby, tell us who that is and authorise them to release the key to us if we need to exercise our rights of access under this agreement. You must also provide us with a contact number, an address and the date you expect to return.



SOUTH DEVON RURAL

HOUSING ASSOCIATION LIMITED

- 6.25. You must (in addition to your obligations under clauses 4.12 and 4.13) allow us into to your home at all reasonable hours of the day to inspect it to ensure that you are complying with the terms of this agreement. You also agree that our employees, agents and workmen may take any photographs or make video and sound recordings should they need to. We will normally give you at least 24 hours' notice when we need to enter your home for this purpose.

Health and Safety

- 6.26. You must not tamper with gas or electricity supplies, or with the meters, or with gas and electrical fittings such as a central heating boiler, or with smoke, heat and carbon monoxide detectors.
- 6.27. You must not keep mopeds or motorbikes inside your home or in indoor communal areas (entrance halls, stairs, landings). You must not store a battery-powered disabled or elderly person's tricycle or 4 wheeled vehicle in indoor communal areas (entrance halls, stairs, landings) without our prior written permission.
- 6.28. You must not store any quantities of inflammable or toxic materials in your home beyond those reasonably required for normal domestic use.
- 6.29. You must not use heaters that are supplied by bottled gas (except where permitted by us in an emergency) or use or store bottled gas in blocks of flats four storeys high or higher.
- 6.30. You must not keep any firearm at your home without our prior written permission. Permission will only be given if you hold a current firearm/shotgun licence(s) and give us a copy. If you are in breach of the terms of this agreement or if we (acting reasonably) consider that your firearm may affect the safety of our staff or other residents, we may ask you to remove it by giving you notice to do so and where necessary, revoking any permission previously given. You must comply with any such notice in the time stated.

Looking after Your Home

- 6.31. You (or anyone living with you, or visiting your home) must not cause damage or deterioration to your home, other than through fair wear and tear.
- 6.32. You must not make any alteration or improvement to your home without our prior agreement in writing. We will not give our agreement before the end of the Probationary Period and any extension period. If you make alterations or improvements without our permission, we may tell you to return the property to how it was before the alteration. If you don't do this work, we will do it and you must pay to us the cost of doing so.
- 6.33. You must keep the floors covered with an appropriate floor covering and not lay any floor covering which allows the transmission of any sound, vibration or noise from your home or which is the cause of any nuisance to others. In particular, you must not lay wooden or laminate flooring in bedsits, flats or maisonettes.
- 6.34. You must only use portable washing lines on the balconies of flats and maisonettes



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- 6.35. You must keep your garden tidy by cutting the grass, looking after any trees, shrubs and flower borders and trimming the hedges. You must pay our reasonable costs if we need to tidy your garden.
- 6.36. You must not plant any tree or shrub in your garden that is likely to cause damage to your home or affect neighbouring properties.
- 6.37. You must not cut down or damage any trees in your garden without our prior written consent.

Animals

- 6.39. You must not keep any animals in your home without our permission.

Vehicles

- 6.40. You (or anyone living with you, or visiting your home) must not park any boat, caravan, trailer, horse box or large or high sided commercial vehicle at your home or on any other land owned by us unless you have our prior written agreement.
- 6.41. You (or anyone living with you or visiting your home) must not park untaxed or un-roadworthy vehicles on any land owned by us (other than at your home) or on the highway outside or near to your home. You agree that we may remove any such vehicle after having given notice of our intention to do so.
- 6.42. You (or anyone living with you or visiting your home) must only park vehicles at your home where access is provided by a dropped kerb and where you have a properly constructed hardstanding.
- 6.43. You must not park a vehicle in communal areas or gardens except in a designated parking area. If you have a car parking space allocated to you, you must only park your vehicle in this space. You must not park your vehicle in spaces that have been allocated to neighbouring properties.
- 6.44. You (or anyone living with you or visiting your home) must not park on the grass verges near to your home or in a way that might obstruct the emergency services, other road or footpath users or the access to any other home or garage.
- 6.45. You (or anyone living with you or visiting your home) must not carry out any vehicle repairs at your home or on any other land owned by us except ordinary routine servicing of vehicles belonging to you or someone living with you. You must not allow engine oil or any similar substance to be poured down any drains or over any road or other surface.

7. YOUR RIGHTS

Tenant Involvement and Information

- 7.1. You have a right to information from us about the terms of this tenancy; our repairing obligations; our policies and procedures on tenant consultation, housing allocation and transfers, equal opportunities; and our principles for fixing rents. You also have the right to be provided with information about our performance.
- 7.2. We will ask your views about any of our housing plans if they substantially affect you – for example, we will consult you about modernisation or improvement work that is planned for



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your home or your area by us. We will involve you or your tenants' group in our local housing issues.

- 7.3. We will publish a tenants' housing report every year that describes our work and performance. It will tell you how your rents and service charges are spent.
- 7.4. We will deal with your complaints efficiently and effectively in accordance with our written complaints procedure. If you are dissatisfied, you have the right to refer your complaint to the Housing Ombudsman.
- 7.5. You have the right to join or start a local tenants' group.

Personal Data

- 7.6. To see any personal data we hold about you, as an individual, under the Data Protection Act 1998. This may be held in either paper or electronic records. It is helpful if you are able to be specific about the information you require. We may need to verify your identity and will make a small charge for supplying the information. We may also need permission from another person or organisation before we can release certain information. If you want to see your data, please contact us for further information

Alterations and Improvements

- 7.7. During the first 12 months of this tenancy (or any extension period) you do not have the right to make any alterations or improvements to your home. If the tenancy continues after 12 months (or any extension period) you can do your own improvements to your home, but you must get our agreement in writing before you do so. For example, putting in a shower or laminate flooring. All work must be completed to an acceptable standard, and, where appropriate, be carried out by suitably qualified people. We reserve the right to charge you for our consent if we incur costs or expense when deciding or not to agree to the works.

You will need to provide certificates for the work where appropriate for example NICIEC or FENSA certificates. We will not refuse permission for an improvement unless there is a good reason. Our decision is final. If we agree, you may also need planning permission and building regulations approval for some improvement work. You must contact your local authority to find out. You are responsible for looking after any improvements you make.

- 7.8. In certain circumstances you have the right to compensation for some improvements as long as you keep to our procedure when you carry out an improvement. The amount of compensation will depend on the costs of the work and the loss of value in the improvement over time. If you are entitled to compensation, we will not pay this until you end your tenancy. Where a resident owes us money i.e. rent arrears, court costs, rechargeable repairs etc then this will be deducted from any compensation payment that is made.

Lodgers

- 7.9. You have the right to take in a lodger but you must first give us their details and you must not allow the permitted number of occupants at the property to be exceeded. We may carry out similar checks on them as we would for a new tenant, however it is your responsibility to carry out the 'right to rent' checks, keep the copied documents on file and record the date of



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the check. A lodger is someone who lives with you but wasn't part of your household when you first moved in. They must not have exclusive rights to any one part of your house and you must not allow them to place a lock on a room door to which you do not have access.

Buying your home

- 7.10. You may have the right to acquire or buy your home. If you want more information about the circumstances in which the right is available please contact us.

Mutual Exchange

- 7.11. After the end of the Probationary Period and any extension period, you have the right to exchange your home with another tenant of a housing association or local authority. However, you must get our agreement in writing first. This right is subject to the following conditions:

7.11.1. Every tenant taking part in the exchange must be a tenant of a registered provider of social housing.

7.11.2. The other tenant must have the written consent of their landlord to the assignment of their tenancy.

7.11.3. Our prior written consent must be obtained. We can withhold our consent on one or more of the grounds set out in our policy on mutual exchanges, a copy of which will be sent to you on request.

7.11.4. Any reasonable conditions which are attached to our consent about the payment of outstanding rent, the remedying of any breach or the performing of any obligation of the tenancy must be complied with.

You must not pay or receive any money or other benefit in connection with a mutual exchange.

Right to transfer

- 7.12. You also have the right to 'swap' your home with the home of certain Assured non-shorthold or Secure tenants of a registered provider of social housing by ending this tenancy and asking us to grant a new tenancy to the person you want to swap with. Before you do this, you must ask us first and obtain our permission in writing and the other person must also have obtained written permission from their landlord. We can only withhold permission on the grounds set out in Schedule 14 to the Localism Act 2011. If we do withhold permission, we will tell you why within 42 days of your request. You must not pay or receive any money or other benefit in connection with such a 'swap'.

Rights on your Death

- 7.13. On your death, your interest in the tenancy will pass automatically to any surviving joint tenant(s).

- 7.14. Otherwise, and as long as you are not a successor (as defined in Clause 7.15 below) and are living at the property as your only or principal home, your spouse, civil partner or a person living with you as your husband or wife or civil partner will (provided that they occupied the property as his or her only or principal home at the time of your death) have an automatic statutory right to succeed to the tenancy.

- 7.15. You are a "successor" for these purposes if you:



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HOUSING ASSOCIATION LIMITED

- 7.15.1. are a person who was a joint tenant and have become a sole tenant by survivorship; or
 - 7.15.2. succeeded to the tenancy in the manner described in clause 7.15; or
 - 7.15.3. became entitled to the tenancy as mentioned in Section 39(5) of the Housing Act 1988; or
 - 7.15.4. became the tenant under the will, or on the intestacy, of a previous tenant of the property; or
 - 7.15.5. were a successor under an earlier tenancy of your home.
- 7.16. If you are a sole tenant and there is no one who qualifies to succeed in accordance with clause 7.14, the tenancy will not automatically end on death. We will charge four weeks' notice from when we are notified of the death of a tenant by someone with authority to deal with your estate and they give notice to terminate this agreement in accordance with Section 8.

8. ENDING THE TENANCY

By us

- 8.1. We can 'break' (end) the fixed term of your tenancy by:
 - 8.1.1. Giving one month's notice in writing to do so at any time if you stop occupying your home as your only or principal home. A notice given for this reason may take any form.
 - 8.1.2. Giving two months' notice in writing to do so at any time during the Probationary Period and any extension period. If we do this we will tell you why we have served the notice and you will have the right to ask us for a review in accordance with our procedure.
 - 8.1.3. Giving two months' notice in writing to do so at any time after three years from the Start Date on the grounds that we intend to demolish or reconstruct all or a substantial part of your home (or the building of which it forms a part) and we cannot reasonably do so without obtaining possession. If we do this, we will offer you a new tenancy of suitable alternative accommodation for the period of this tenancy that remains unexpired at the date that the new tenancy is granted.
 - 8.1.4. Giving two months' notice in writing to do so in the event that this tenancy devolves upon or vests in any other person on your death otherwise than in accordance with clause 7.15.
- 8.2. Where we have agreed to give you two months' notice, we will have given you sufficient notice if we serve you with a valid notice under Section 21 of the Housing Act 1988. This is called a Notice Requiring Possession. We cannot give such a notice before 4 months from the Start Date. At the end of the notice period, we may seek a possession order from the



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court. The court may not make an order for possession taking effect earlier than six months from the Start Date.

- 8.3. We can also end the fixed term of your tenancy at any time for the purposes of Section 5(1)(c) of the Housing Act 1988 by giving you notice to do so in writing, specifying one or more of the Grounds listed in Schedule 2 to the Act or any Grounds added to or amended by future legislation. We will have given you sufficient notice in this respect if we serve you with a Notice of Seeking Possession under Section 8 of the Act.
- 8.4. We will usually give you at least two weeks' notice. In cases involving anti-social behaviour, we can give you shorter notice and may start eviction proceedings immediately.
- 8.5. At the end of the fixed term of this tenancy, you will if you are still occupying your home as your only or principal home become a statutory periodic tenant.
- 8.6. Approximately 12 months before the expiry of the fixed term of the tenancy, we will carry out a review of your circumstances in order to decide whether we will renew the tenancy. You must give us any information about you and the other persons living with you that we reasonably require in order to reach our decision.
- 8.7. Not later than 6 months before the expiry of the fixed term of the tenancy (or, if later, the date that we decide to end the tenancy), we will send you a notice telling you whether we will renew the tenancy and if so on what terms. We will decide whether to do this taking into account all the circumstances as they exist at that time in accordance with our policies.
- 8.8. If we decide not to renew the tenancy, we will tell you why we have made that decision. We will inform you of your right to request a review of our decision which you must do within 21 days. We will also tell you where to access advice and help to enable you to obtain housing elsewhere and what advice and help we will give you. We may (although we are not obliged to do so) offer you a tenancy of another property if we consider that this is more suited to your needs.
- 8.9. Provided we have written to you as above, we will (unless we change our decision after a review) give you a notice requiring possession under Section 21 of the Housing Act 1988 to take effect at or after the end of the fixed term of the tenancy.

By you

- 8.10. You can 'break' (end) the tenancy by giving us at least four weeks' notice in writing ending on a Sunday. You can only give us notice if:
 - 8.10.1. Where there are two or more persons named as tenants, they all agree to give the notice.
 - 8.10.2. You are not in arrears with your rent or in any other material breach of a term of your tenancy.

We may at our discretion accept a shorter notice period or a notice ending on a different day, or waive the conditions above, but are not obliged to do so.

The address where you must send any notices, including notices in proceedings, is

South Devon House, Babbage Road, Totnes, Devon, TQ9 5JA

At the end of the Tenancy



SOUTH DEVON RURAL

HOUSING ASSOCIATION LIMITED

- 8.12 You must return your keys to us by 10am on the Monday after your tenancy ends. If you bring your keys any later you will be charged the usual weekly full rent until the keys are returned (including the whole week's rent for the week in which they are returned).
- 8.13 You must leave your home, the fixtures and fittings and any furnishings we have provided in good condition when you go. You must pay for repair or replacement if damage has been caused deliberately or by your own neglect. You must also compensate us for any rent loss resulting from the need for repairs.
- 8.14 You must not leave anyone else living in your home when you move out.
- 8.15 You must remove all of your pets and personal possessions. If you leave any of your personal possessions behind, then you agree that we may dispose of them in any manner that we see fit and that we may retain any proceeds of sale or set them off against anything you owe us. You must pay to us the cost of removing or storing any of your pets or personal possessions.
- 8.16 You must make sure your Total Weekly Rent and any other charges are paid up to the date the tenancy ends.
- 8.17 You must provide us with a forwarding address or contact details.
- 8.18 If you are evicted, or abandon your home (leave without returning the keys) or still owe rent when you move out, or leave the property in a poor condition (and have not paid for repair or replacement) you will not be given another home by us in the future (unless there are very exceptional circumstances).

IT IS A TERM OF THIS TENANCY THAT YOU (OR ANYONE ACTING FOR YOU) HAVE NOT INDUCED US TO GRANT YOU THIS TENANCY BY KNOWINGLY OR RECKLESSLY MAKING FALSE STATEMENT TO US OR TO ANYONE ELSE.

I/WE HAVE READ, UNDERSTOOD AND ACCEPT THE TERMS AND CONDITIONS OF THIS TENANCY AGREEMENT.

IN THE CASE OF A JOINT TENANCY, EACH OF YOU MUST SIGN.

Signed by the tenant

Tenant 1 _____ **Dated** _____

Tenant 2 _____ **Dated** _____

Signed on behalf of South Devon Rural Housing Association Ltd.

Officer _____ **Dated** _____



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APPENDIX

Service and Support Schedule

Service Schedule

The services shown below which are marked with an asterisk (*) are not eligible for Housing Benefit or Universal Credit

Service Charges :

Estate Charge

Communal cleaning

Grounds Maintenance Contract Costs

Communal Electricity Costs

Special conditions

None