

Assured Tenancy Agreement

This Tenancy Agreement is between Wakefield and District Housing Limited ("we", "our", or "us") of Winston House, Monckton Road, Wakefield WF2 7AX, which is a Registered Social Landlord, registered with the Housing Corporation under Section 3 of the Housing Act 1996. This address is also the address for service of notices in England and Wales (including notices of legal proceedings) on us. This clause gives notice to you of our address as required by law (Section 48(1)) Landlord and Tenant Act 1987) and:

Tenant's full name(s)

(Referred to as "you" in the rest of this Agreement. In the case of joint tenants "you" means each joint tenant named above. Each of you individually has the full responsibilities and rights set out in this Agreement)

Address

(Referred to as "your home" or "the property" in the rest of this Agreement)

The maximum number of persons who can occupy this property is

In this Agreement 'your home' or 'the property' means the home at the address shown above and includes any fixtures and fittings, gardens (but not communal garden), hardstanding, balcony, outbuilding, shed, fence or wall let with it.

Payments for Your Home

Property Reference

Property Type

Weekly Rent £

Service Charge Items

Please refer to your Rent Information Card for full details of your service charges.

Arrears that were outstanding on 20 March 2005 £

(if applicable)

Charges for General Support and Counselling Services

TOTAL WEEKLY PAYMENT

TENANCY START DATE 21 MARCH 2005

Declaration and False Information

I agree to accept this Tenancy on the terms and conditions set out in this Agreement.

I understand that this Tenancy has been offered on the basis of information supplied by me on my Housing Application Form.

I understand that if I have knowingly or recklessly given inaccurate or incomplete information to Wakefield and District Housing or City of Wakefield Metropolitan District Council (referred to as “the Council” in the rest of this Agreement) Wakefield and District Housing can:

- Take legal action to recover the tenancy and/or
- Take criminal proceedings for any offence I have committed.

Signed _____ **Date** _____

Your Assured Tenancy Agreement

The 'Assured Tenancy Agreement' is a legal contract between you and Wakefield and District Housing – your Landlord. It tells you what your rights and responsibilities are as a tenant and what we must do for you.

Amendments to Legislation

Any reference in this tenancy agreement to an Act of Parliament refers to that Act as it applies at the date of this Agreement and any later amendment or re-enactment of it.

Right of Third Parties

You and we agree that the provisions of Contracts (Rights of Third Parties) Act 1999 will not apply to this Tenancy Agreement, which means that none of its terms can be enforced by any other person save for a person to whom it is lawfully assigned or who succeeds to it in accordance with the provisions in Section G (Transferring Your Tenancy) and Section H (Succession and Exchange).

Tenants Handbook

The Tenants Handbook does not form part of your Tenancy Agreement. The Tenants Handbook is designed to tell you more about us and about our policies.

Rights enjoyed by Council Secure Tenants

We agree to give you the rights enjoyed by Council Secure Tenants as if Sections 92-101, 104-106 and Schedule 3 of the Housing Act 1985 (and regulations made under those sections) applied to this Tenancy Agreement.

Data Protection

You consent to us holding and processing any personal information (including sensitive personal data) that you have provided or has been provided by third parties or will be provided in the future to perform the functions of Wakefield and District Housing.

This may include disclosure to certain third parties who are able to show that they are entitled under the law to receive the information. We comply with the Data Protection Act 1998 when dealing with personal data. This means that your personal data will be processed in accordance with the law.

By signing this Agreement you consent to Wakefield and District Housing processing your personal data.

Customer Charter

The Customer Charter explains your rights and contains various things, which we must comply with. You can get a copy of the Charter from our offices.

Your Assured Tenancy Agreement is set out in these sections:

- **Complaints**
- **Notices / Permissions**
- A Rent and Other Charges**
- B Housing Benefit**
- C Repair and Maintenance**
- D Community Responsibilities**
- E Tenant Involvement**
- F Conduct of Your Tenancy and Use of Your Home**
- G Transferring and Ending Your Tenancy**
- H Your Additional Tenancy Rights**

Complaints

We operate a formal complaints procedure. Details are available from us. If you feel that we have broken this Agreement or not performed any obligation in it, you should first complain to us giving details of the breach or non-performance.

If we fail to deal with the complaint or you believe that we continue not to comply with this Agreement, you can obtain advice and information about your legal remedies from a local Citizens Advice Bureau, law centre or solicitor. You can also complain to the Independent Housing Ombudsman, although you should first try to resolve your complaint through our complaints procedure.

We are regulated by the Housing Corporation. We are subject to any guidance on housing management practice and performance standards issued by the Housing Corporation with the approval of the Secretary of State and the Housing Corporation's Residents' Charter for Housing Association Applicants and Residents, which applies to this tenancy. A copy of the Charter is available from us.

Our staff will treat you with respect at all times and act reasonably and fairly in accordance with our equal opportunities policy. You should treat our staff in the same manner.

Notices / Permissions

Notices to the Tenant

Any notice to be served on you may – in addition to the methods permitted by law – be served by any of these methods:

- a)** If handed to the tenant, one of any joint tenants or any other adult resident at your home, or
- b)** Whether or not the tenant or anyone else occupies your home, if sent by registered post or recorded delivery to your home, or
- c)** If inserted by hand through the letterbox or fixed to the front door or another prominent part of your home.

Notices can also be served on the tenant or one of joint tenants by sending it by registered post or recorded delivery or leaving it at their last known address.

Permission

When we talk about getting our permission, we mean asking your local Area Housing Office's permission and you have to do this in writing.

Changing this Agreement

Except for changes in the amounts charged for rent, service or Supporting People charges, the Tenancy Agreement and these tenancy conditions may be altered only if both you and we agree in writing.

Charities Act 1993

The dwelling that is the subject of this tenancy is held by a charity and the grant of this tenancy is a disposition falling within paragraph (a) of section 36(9) of the Charities Act 1993.



RENT AND
OTHER
CHARGES

Rent and Other Charges

1. You must pay your rent and all other additional charges shown on your rent information card (which forms part of the Tenancy Agreement). These are due in advance on Monday each week.
2. On and from the first Monday in April 2006 and on each first Monday in April after this date, we will increase the rent by giving you not less than four weeks written notice of the increase. The new rent shall be the amount specified in the notice of increase and will not exceed the amount, which would have been set by the Rent Assessment Committee if it had jurisdiction to consider rent increases under this tenancy. For the avoidance of doubt the Rent Assessment Committee does not have jurisdiction to set the rent under this Agreement.
3. If you are joint tenants, you are each responsible for all the rent and any rent arrears. We can recover all rent arrears owed for your home from any individual joint tenant. For example, if one joint tenant leaves, the remaining joint tenant or tenants is/are responsible for any rent still owed.
4. If your rent and/or other charges are in arrears, you should arrange to pay a regular amount each week, even on rent-free weeks.

If you do not pay your rent regularly and on time, we may bring a civil action in the County Court. We may also be able to repossess your home.
5. You agree to pay any arrears and other charges due at the date of this Agreement in addition to the rent and other charges due under this Agreement at the rate set out under the heading “Payments for your Home” in the Particulars to this Tenancy Agreement. So that it is entirely clear, at the start of this Tenancy Agreement, you agree that any arrears of rent or service charge due to us or to the Council for your home (or any other premises the Council or we have let to you) will be treated as arrears under this Tenancy Agreement. We will be able to claim these arrears from you. If you fail to pay the amount due, we will be entitled to ask the Court for an order requiring you to make payment.
6. Your Rent Information Card shows how and where to pay your rent. There are various ways you can

pay. For more details see the booklet 'Paying your Rent', which you can get from any Area Housing Office.

7. Changing your Service Charge (where applicable)

If you pay a Service Charge:

We may increase your service charge (if it applies) at any time if we give you at least four weeks notice in writing, but not more than once a year unless there is a change in the services provided.

Each year we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.

At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge. If there would be a significant increase in the amount of the service charge, we may introduce this increase gradually over a number of years.

We will give you a summary of what is included in your service charge.

You have the right, within six months of receiving your summary, to examine the service charge accounts, receipts and other

documents relating to them and to take copies or extracts from them. We will make a small charge to cover the cost of any copying.

We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable.

8. Supporting People

If we provide you with support services (indicated by a charge for general support and counselling services and included in the Total Weekly Payment Figure) then those services may include the provision of general counselling and support in relation to all or any of the following:

- Maintaining the security of your home
- Maintaining the safety of your home
- Standard of conduct required
- Paying the Rent
- Maintaining your home in an appropriate condition
- Giving up the tenancy at the appropriate time
- Contact with others to ensure your welfare

- Other support services (excluding personal care)

We may vary the charges for general support and counselling services in the same way as we may vary your service charge. In varying the support and counselling fees, we will limit any increases in charges to the level of charges approved by the Supporting People Administering Authority.

You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

If another support provider provides you with support services, then you are responsible for entering into a separate agreement with that service provider for those services. You are also responsible for paying for those support services in accordance with that separate agreement. Any such payments will be in addition to your rent and service charges payable in accordance with this Tenancy Agreement.



B

HOUSING
BENEFIT

Housing Benefit

1. If you are on a low income and think you need help to pay your rent it is your responsibility to claim Housing Benefit. Your local Area Housing Office can provide you with help and advice on claiming Housing Benefit. The Council are responsible for deciding your claim for Housing Benefit.
2. If you are entitled to Housing Benefit and wish to have any benefit entitlement to be paid directly to Wakefield and District Housing, you would need to give your consent to this on your claim form for Housing Benefit. We will credit your rent account with benefit entitlement when we receive it. If support charges are included in your rent you should give the Council authority to pass your details to the Supporting People Team who will decide if you are entitled to help with your support charges. If you are entitled to help with these charges this will be paid directly to your support provider. Failure to provide consent may result in the loss of entitlement. If your circumstances change you should tell the Council straight away. The Council can then decide if you are entitled to more or less benefit.
3. If more Housing Benefit is credited to your rent account than you are entitled to because you have not informed the Council of a change in your circumstances we may pay the Council back and claim the money from you as rent arrears.



REPAIRS AND MAINTENANCE

Repairs and Maintenance

Your Rights

1. You have the right to have repairs carried out to your home as if Section 96 of the Housing Act 1985 (as amended) and the Regulations made under it applied to this Agreement. This means there are set timescales for certain repairs and you have a right to compensation if these are not done on time. Further detailed information is available from your local Area Housing Office.
2. You have the right to improve your home. You must first get our written permission if you want to:
 - a) decorate any part of the outside of your home.
 - b) make any structural changes or additions to the property.
 - c) erect a shed, garage or any other external construction.
 - d) remove, add or alter any part of a fence or garden wall.
 - e) add to or change or replace any fixtures and fittings provided by us.
 - f) put up a satellite dish, television, radio or amateur radio aerial such as a Citizens Band aerial.

- g) apply artex to a ceiling (we do not allow artex to walls).
- h) fit tiles to walls or floors.
- i) alter the electrical, gas, heating or water installations including having a water meter installed.

We will not unreasonably refuse permission for such improvements or changes, but we may impose conditions. You must also get any planning permission, building regulations approval or any other permission you may need before you start the work. If we refuse, we will always write and tell you why. We will treat any failure to satisfy our conditions as a breach by you of an obligation under this Agreement.

3. You must tell us if you intend to change utility supplier.

Receiving Compensation for Improvements

4. We agree to give you the right to make improvements and receive compensation for them on leaving your tenancy as if Sections 97, 98, 99, 99A, 99B and 100 of the Housing Act 1985 (as amended) applied to this Agreement.

5. If you make any unauthorised alterations to your home, we may require you to remove or reinstate. We may also do the work and recharge you.

Insurance

6. We will insure your home (buildings only, excluding any fixtures and fittings) for such sum and against such risks as we (acting reasonably) believe appropriate.

(Please note: You as tenant(s) are responsible for taking the necessary steps to ensure that the contents of your home are fully insured).

Our Rights

7. We have the right to:
 - a) Move you if your home needs to be empty for major works. If we need you to move for this reason, we will provide alternative accommodation. See your Tenants Handbook for further information.
 - b) Gain access to your home to inspect, clean or repair your home or neighbouring dwellings, or any sewers, drains, pipes, wiring or cable serving your home or neighbouring dwellings.
 - c) Make good and charge you with the cost of any repair needed due to neglect, negligence or wilful damage by you, your household or your visitors.

8. You must allow authorised employees of Wakefield and District Housing or other agents of Wakefield and District Housing into your home at all reasonable hours to inspect its condition, do any repairs needed, or improvements or to service your appliances or to carry out work that we consider necessary to make sure the property and surrounding properties do not put you or anyone else at risk. You must allow employees or contractors employed by Wakefield and District Housing access to your home to carry out gas servicing as and when required. We will give you at least 24 hours advance notice, in writing, if possible and all employees of Wakefield and District Housing or its agents will carry formal identification at all times.

9. Authorised employees of Wakefield and District Housing may need to enter your home without notice in an emergency, using reasonable force if necessary, if we feel there is a risk of personal injury or damage to the property or surrounding properties.

Your Responsibilities

10. You are responsible for minor repairs. Minor repairs include but are not limited to:
 - Replacing electrical fuses and light bulbs
 - Care and provision of electricity, gas and water meters

- Sweeping chimneys at least once a year
 - Keeping the property and garden in good condition
 - Internal decorations
 - Replacing batteries in smoke alarms
 - Draining of water supply when you are away from home (e.g. on holiday, in hospital) during the winter months, from October to April
 - Maintaining a garage, driveway or shed which has been constructed by the current tenant or previous tenants
 - Clearing outside gullies
- 11.** You must pay all gas, electricity, Council Tax, water, sewerage and telephone charges relating to your home.

Carrying Out and Charging for Repairs

- 12.** You must:
- a) keep external air bricks and internal vents free of any obstruction in maintaining gas appliances
 - b) keep shared areas (including communal halls, staircases, landings, lifts, balconies, passageways and surrounding areas of any flats) in a tidy condition and not block them
- 13.** You must only burn smokeless solid fuels approved by us for your

appliances if your home has solid fuel heating.

- 14.** You are responsible for sweeping flues and chimneys at least once a year if you have a solid fuel appliance.
- 15.** You must take reasonable steps to prevent water pipes being damaged by frost.
- 16.** You must report any repairs we are responsible for to your local Area Housing Office as soon as you can.
- 17.** You must report repairs such as blocked drains, water leaks, structural defects and problems with water, gas, electricity and fire appliances immediately.
- 18.** If your local Area Housing Office is closed, you must report emergency repairs to our OneCALL emergency service (see your Rent Information Card or Tenants' Handbook for details).
- If you report repairs to this service, which could not be reasonably classed as an emergency, we will charge you the extra cost of doing the repairs outside normal hours.
- 19.** If you do not carry out any repair, which is your responsibility, or any repair needed because you caused the damage, we will send you written notice to carry out the repair in a reasonable time. If you do not carry out the repair within that time and to our satisfaction, then we may enter your home, carry out the work and charge you for the cost.

In an emergency, we may carry out the work and charge you for it.

- 20.** You will be responsible for repairs and replacements to your home, which you need to carry out because of damage caused by you, your household or visitors to your home. You must do the repairs and replacements to our satisfaction and within a reasonable time. If you do not do the work or if your repairs do not meet our standards, we may carry out the work and charge you. You must pay the charge in full within 28 days of receiving the bill, unless we have agreed with you a different way of paying the charge.

Our Responsibilities

- 21.** We will repair and maintain:
- a) the structure, outside and shared parts of your home including drains, gutters and outside pipes;
 - b) the installations for supplying water, gas and electricity, and for disposing of sanitation and rubbish; and
 - c) the installations and appliances for heating your home and for hot water.
- 22.** We will paint the outside woodwork and metal work of your home including shared areas.
- 23.** We will not do any repairs needed because of damage caused by you, your household, visitors or others. You will have to make sure that

damage is properly repaired. In addition we will not be liable if you have installed a defective system or fixtures or fittings without our permission.

We may be permitted to carry out and charge you for repairs we consider necessary for health and safety reasons or in situations of emergency, arising from your use of the property. This does not include repairs undertaken as a result of fair wear and tear.

Inside Decoration

- 24.** We will decorate the inside of shared areas of flats and sheltered housing schemes every five years.



PERSONAL, PROPERTY AND COMMUNITY RESPONSIBILITIES

Personal, Property and Community Responsibilities

1. We believe everyone has the right to live peacefully in their home without suffering nuisance or disturbance from others.

As a Wakefield and District Housing tenant, you are responsible for making sure that anyone living at or visiting your home respects other people's rights.

Your responsibilities for your own behaviour, members of your household and visitors are not confined to your home. They also apply to the area around your home and to the community you live in.

We have the right to apply for and obtain injunctions to prevent actual or threatened serious breaches of this Agreement. We may also seek any legal remedies to enforce the conditions contained in this Agreement that may be appropriate. This may include but is not limited to:

- a) Possession proceedings
- b) Anti-Social Behaviours Orders
- c) Acceptable Behaviour Contracts
- d) Injunctions
- e) Demotion Orders

We will not tolerate anti-social behaviour and will work in partnership with the Council and West Yorkshire Police where necessary.

2. You or anyone visiting your home or living with you must not:
 - a) Do or allow anything, which causes a nuisance, annoyance or disturbance to any other person.
 - b) Use violent, abusive or threatening behaviour or language to any employee, representative or agent of Wakefield and District Housing.
 - c) Engage in drug dealing or engage in or permit others to take part in the consumption or possession of illegal substances.
 - d) Engage in any illegal, immoral or unlawful activity.
 - e) Damage, deface or put graffiti on any of our property or any other property or building.
 - f) Allow rubbish to accumulate in or around your home and you must make sure that rubbish is not dumped on any other surrounding area or land owned by us.

- g) Throw or drop any items from any parts of blocks of flats or other buildings owned by us.
 - h) Damage or interfere with security and safety equipment in shared areas and you must not let strangers into shared areas without proper identification.
 - i) Tether horses, ponies, donkeys or any other livestock on any open plan areas or other land owned by us or the Council.
 - j) Engage in unauthorised off-road motorcycling.
3. You and anyone visiting your home or living with you must keep shared areas clean and tidy and free from any obstruction.

Domestic Violence

4. You must not inflict domestic violence or threaten violence against your partner, your children, your partner's children or any other person living in your house. If you do and your partner leaves your home because of the violence or threat of violence and does not intend to return, we have the right to apply to the Court for repossession.

Harassment

5. We will not tolerate any form of harassment. You or anybody who lives with you or visits your home must not do, incite or condone anything on the property or in its locality which could harass or intimidate anybody because of their

race, colour, nationality, ethnic or national origins, religion, sexuality, disability, mental or physical impairment or other reasons. We will hold you responsible for anything done by anybody in your household. These are some of the things we mean by harassment:

- a) Violence or threats of violence towards anybody.
- b) Abusive or insulting words or behaviour.
- c) Damage or threats of damage to someone else's property.
- d) Damage to someone else's home.
- e) Interfering with the right of someone else to live in their home.
- f) Writing threatening, abusive or insulting graffiti.

We are fully committed to the principles of the Commission for Racial Equality's Rented Housing Code of Practice and the Housing Corporation's Regulatory Code and Guidance.

6. No one must display any sign, notice or advert or display anything that:
- a) is obscene, indecent or pornographic;
 - b) could cause or encourage the hatred of others because of their colour, race, nationality, ethnic or national origins, religion, sexuality, age or disability; or

c) could reasonably be seen to cause offence to a neighbour or any person passing the property.

You may display temporary notices about elections or community events.



TENANT INVOLVEMENT

Tenant Involvement

Your Rights

1. We believe that all tenants should have the opportunity to play an active part in the management and development of the housing services provided by us. The Wakefield Tenants' Charter will set out the standards for tenant involvement between Board and Local Management Committee Members, tenants and officers of Wakefield and District Housing. Further details are available from your local Area Housing Office.
2. All Tenants have the right to start or join a local tenants association or other tenants' groups. Our local Area Housing Offices can tell you more about groups in your area and how you can become more involved.
3. We respect your rights to confidentiality and data protection.

Our Responsibilities

Consultation

4. We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance, which are likely to have a substantial effect on your

tenancy. We agree to give you this right as if Section 105 of the Housing Act 1985 applied to this Tenancy Agreement. We will extend this consultation to tenants' groups where appropriate. We will give everyone the chance to make their views known within a reasonable time.

Information

5. You have the right to information from us about the terms of this Tenancy and about our repairing obligations and our policies and procedures on tenant consultation, housing allocation and transfer. Access to tenancy files will be given provided you give advance notice in writing. We agree to give you this right as if Section 104 of the Housing Act 1985 applied to this Tenancy Agreement.
6. We will make information available about our policies and procedures to do with allocating, managing and maintaining your property. You can get this from your local Area Housing Office.
7. We will send you information on things affecting your home and on our performance every year.



CONDUCT OF
YOUR TENANCY
AND USE OF
YOUR HOME

Conduct of Your Tenancy and Use of Your Home

1. These Tenancy Agreement conditions are to make sure that you, members of your household, visitors, your neighbours and other people living in the locality are not subjected to disturbance, nuisance, harassment or any anti-social behaviour.
2. You are responsible for complying with the terms of this Tenancy Agreement. You are also responsible for the behaviour of members of your household and visitors to your home, including children under the age of eighteen.
3. You must not knowingly permit, incite, allow, condone or fail to prevent any person doing anything that is in breach of this Agreement.
4. You are in breach of this Agreement if you, members of your household or visitors, including children under the age of eighteen, break any of the terms of this Agreement.
5. We may apply to the Courts to enforce the terms of this Agreement and any Court costs incurred will be charged to your rent account for payment.
6. You must occupy your home as your principal (main) home.
7. If you intend being away from your home for a continuous period of 28 days or more, you must tell your local Area Housing Office in writing.
8. You must occupy your home within 28 days of the start of your tenancy, unless you have our written permission not to do so.
9. You must not allow your home to become overcrowded (as this is defined in the Housing Act 1985) or exceed the maximum number of persons who can occupy your home.

Furnished Accommodation

10. Where your home is furnished by us, you, or any other person living in or at your home must:
 - a) not sell, rent or give away any of our furniture. If you do we may ask the Court for permission to evict you. We will charge you for any Court work undertaken and we will ask the Court to order you to pay us compensation for the furniture.
 - b) not deliberately damage or vandalise our furniture.
 - c) not move any of our furniture out of the home without our written permission.

d) leave our furniture in a good state when you move out of your home. We will inspect the furniture and you may be charged for any broken items.

11. You are responsible for repairing any damage to our furniture, which you or any other person living at your home or visiting you causes.

Businesses

12. You must not use your home (including any garage or garden) for any trade or business activity without our written permission and you must obtain necessary planning and other consents once our written permission has been given.

13. We will not refuse permission unless we believe that the nature of the activity is likely to cause a nuisance to neighbours or damage to your home.

14. You must not display any sign or notice board about your business. If there are any communal parts you must use them with due regard for the convenience and safety of others.

Gardens, Boundaries and Balconies

15. You must:

a) keep your home, including garages and outbuildings in a good state of interior decoration, repair and cleanliness, and keep outside gullies clear and unblocked.

b) keep any garden or yard, including hedges, which are part of your home, cultivated and tidy.

c) not cut down or damage any trees or hedges without first getting our written permission.

d) get our written consent before you plant any tree in your garden.

e) not block joint driveways or footpaths or stop emergency vehicles getting to your home or neighbouring properties.

f) not alter, move or otherwise interfere with the existing boundaries of your home.

g) not engage in any activity that may cause damage to neighbouring properties or garages owned by Wakefield and District Housing.

16. We can enter the property and do any work we think is necessary if you:

a) neglect your garden.

b) allow any tree or bush (including those that are diseased or dead) to be a nuisance or danger or a potential nuisance or danger.

c) allow any tree or bush to be planted in such a position or to grow to such an extent as to be a potential cause of damage to our property or to a neighbour's property.

d) allow any tree or bush to damage or interfere with a nearby pipe, wire, electrical

installation or structure (including road, footway, paved or surfaced area).

You may have to pay us for any work we have to do.

17. You must not enter other land owned by us without either good reason or written permission. This includes, but is not limited to:
 - a) parking cars other than on a roadway or car park.
 - b) entering other tenants' gardens and communal areas without invitation from a tenant or resident of that area.
18. If you have a balcony, you must:
 - a) keep it clean and tidy at all times.
 - b) keep it free of anything that could be a danger to you, anyone who lives with you or your neighbours.
 - c) not allow any animal to foul it.
 - d) not light fires, including barbecues, on it.
 - e) not feed birds or other animals from or on it.
 - f) not throw any items from your balcony.

Storing Dangerous Substances and Items

19. You must not store or use in or around your home in any garage or in any shared areas any dangerous, inflammable or explosive substance. We do not allow bottled gas (such as Liquid

Petroleum Gas – LPG) and paraffin in buildings over two storeys high.

20. If you need to use and store oxygen cylinders at your home because of a medical condition you must tell your local Area Housing Office immediately and agree suitable storage arrangements.
21. You must not keep mopeds, motorbikes or any equipment driven by a combustion engine inside your home or in internal shared areas.

Parking

This tenancy condition applies to any motor vehicle, motor home, caravan, boat or trailer.

22. You:
 - a) may park a vehicle within the boundary of your home if there is a properly constructed driveway, dropped kerb, access crossing and garage or hardstanding. In all other cases you must first get our written permission.
 - b) must not park or drive any vehicle on open plan areas, footpaths or grass verges.
 - c) must not park any motor vehicle, caravan, motor home, trailer or boat at your home or any garage forecourt or communal area without our written permission unless a garage, hardstanding or approved access has been granted.

- d) must not park any caravans, boats, trailers and commercial vehicles on shared areas.
- e) must not park derelict vehicles in gardens or on verges, estate roads, shared areas and other land owned by us. We may remove such vehicles and you will have to pay our removal and disposal costs.
- f) must ensure that your vehicle is taxed, insured and fit to drive. You must park tidily and not cause any obstruction.

Vehicle Maintenance

- 23. You must restrict any vehicle maintenance at your home to minor repairs to your own vehicle and vehicles belonging to members of your household. The vehicle should be on a driveway (not a shared driveway), hardstanding or in a garage when the work is being done. Any repairs done should not cause a nuisance or annoyance to neighbours.
- 24. You must:
 - a) keep noise, vibration, smells, fumes and dirt to a minimum.
 - b) dispose of unwanted oil, engine or vehicle parts properly and must not deposit them within the boundary of your home or anywhere except at an authorised site.
 - c) Not cause a nuisance by excessive running of the engine

of any vehicle or by using noisy machinery or tools.

- d) not keep unroadworthy or illegal vehicles within the boundary of your home, or on open plan areas, communal parking areas, footpaths, grass verges, any open space adjoining your home, or any other area in the locality of your home.

Keeping Animals

- 25. Any animal kept in or at your home must be kept in a reasonable manner and should not cause a nuisance to anyone or cause damage to your home.
- 26. You must not keep in or at your home:
 - a) more than one dog and / or cat without our written permission.
 - b) dogs or cats in flats or premises with shared entrances.
 - c) any animal, which is classed as wild or dangerous in law or by virtue of a conviction without our written permission.
 - d) any livestock (which includes, but is not limited to cattle, pigs, poultry, donkeys, ponies, horses, sheep and goats).
 - e) pigeons, unless the Council gave you written permission for this before 10 January 1977.
 - f) any snakes – poisonous or non-poisonous.

We reserve the right to ask you to remove any animal we consider is unsuitable to be kept at your home.

Illegal or Immoral Activities

- 27.** You must not use your home or any shared areas for any illegal or immoral purposes.
- 28.** Illegal or immoral purposes include, but are not limited to:
 - a) receiving, handling or storing stolen goods.
 - b) using, supplying and possessing controlled drugs and any other prohibited or dangerous substances – controlled drugs are substances classed as A, B and C as defined in the Misuse of Drugs Act 1971.
 - c) possessing illegal firearms or other illegal weapons.
 - d) using your home for prostitution.



TRANSFERRING AND ENDING YOUR TENANCY

Transferring and Ending Your Tenancy

Transferring your Tenancy

1. You must not pass on (assign) this tenancy unless:
 - a) A Court orders you to do so in matrimonial proceedings; or
 - b) You exercise your right to exchange; or
 - c) You pass on this tenancy to a person who could take it over if you had died.

Ending Your Tenancy

2. To end your Tenancy you must give four weeks written notice ending on a Monday, to your local Area Housing Office. You may be able to agree a shorter notice period with us.

We will charge rent weekly until you return the keys or, if we think you have left your home, until we repossess it. If you hand them in before noon on a Monday, the tenancy will end immediately. If you hand them in after this, the tenancy will end at noon the following Monday.

3. If you are joint tenants, any one of you can end the tenancy by giving us four weeks notice in writing. We

can decide if any other joint tenants can stay on at the property.

4. You must give vacant possession of the property when your tenancy ends.
5. After you have left your home we will do a full inspection.

We will charge you for the cost of:

- a) making good any damage to your home not resulting from fair wear and tear.
- b) replacing any missing fixtures and fittings.
- c) any cleaning costs we have to pay so that we can relet the property.

6. You must leave your home, the fixtures and fittings and any furnishings we provided in good condition when you go.
7. Do not leave any of your belongings behind. If you do, they become our property and we will dispose of them and charge you for this.

Ending of Assured Tenancy and Court Orders

Taking Court Action for other reasons

8. We reserve the right to seek

injunctions to require you to comply with, or to stop you breaching your obligations under this Agreement. This may be in addition or as an alternative to any demotion proceedings or possession proceedings under the grounds referred to in the Appendix to this agreement.

Ending of assured tenancy

9. If the tenancy stops being an assured tenancy, we may end it by giving you four weeks notice in writing.

The tenancy may stop being an assured tenancy if, for example, you stop living in your home as your only or principal home.

Court Order

10. As long as you are an Assured Tenant, we can only end the tenancy by obtaining a Court order for possession of your home on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). The Court will make an order only if we have served on you a written notice complying with the Housing Act 1988 (as amended) or the Court considers it just and equitable to dispense with service of such a notice.

We will serve a notice (or ask the Court to dispense with service of the required notice) and then seek to recover possession of your home only on one or more of Grounds 7, 9, 10, 12, 13, 14, 14A, 15, 16 and

17 set out in full in the Appendix to this agreement. We may also apply for a Demotion Order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003). If we intend to seek a Demotion Order, we will give you two weeks' notice in writing unless the Court has allowed us to go ahead without serving notice on you.

As long as this tenancy has not been demoted, we will give at least four weeks notice of our intention to seek a Possession Order (except where proceedings involve nuisance or domestic violence. (Grounds 14 and 14(A))

We agree that we will not serve a notice (or ask the Court to dispense with service of the required notice) to obtain possession of your home on Grounds 1, 2, 3, 4, 5, 6, 8 and 11 of Schedule 2 of the Housing Act 1988.

If this tenancy has been demoted, we may ask the Court to make a Possession Order under the provisions of the Housing Act 1988. These give the Court limited rights to refuse a Possession Order.



YOUR
ADDITIONAL
TENANCY
RIGHTS

Your Additional Tenancy Rights

These are rights granted in addition to the rights set out in the other sections of this Tenancy Agreement following the transfer of homes to Wakefield and District Housing from the Council.

You have all of these rights:

Succession

1. If you are the only named tenant and you have not already taken over this tenancy under the conditions below (either in this Tenancy Agreement or a previous tenancy agreement which we have granted), when you die the tenancy will be passed on under the following rules of “succession”:
 - a) The tenancy will pass on to your wife, husband or partner if you were living together and as long as he or she lived at your home just before you died (this includes same sex couples).
 - b) If clause H1(a) above does not apply, we will pass the tenancy of your home (under these conditions) to a member of your family who lived with you in your home (as his or her only or principal home) for at least twelve months before your death.
 - c) If more than one member of your family has a right to the tenancy

they should agree who will claim it. If they cannot agree, they should all make a claim and we will decide to whom we will offer the tenancy. A joint tenancy will not be granted.

- d) All claims to the tenancy must be made to us in writing within six months of your death. We will tell everyone involved the person to whom we will offer the tenancy.
- e) To make the succession effective, in some cases the Tenancy Agreement needs to be inherited or we may end the tenancy and grant a new tenancy to the person who qualifies to succeed you under this clause.

The person who receives the tenancy must be one of the following:-

- your partner or spouse
- a member of your immediate family
- someone you transferred the tenancy to under Clause H4
- someone who was a joint tenant with you, or
- someone who inherited the tenancy

- f)** Previous Successions with the Council:
- For the purposes of this clause we will ignore any previous succession that took place whilst your tenancy was with the Council.
- g)** We will normally only allow one succession. In certain circumstances, we may grant a new tenancy agreement to one of the people set out in Clause H1(e) or another person who qualifies under our Succession Policy.

Exchange

- 2.** You have the right to exchange (swap) your home with another tenant from a Council or another registered social landlord. Before you do this you must first get our written permission. We agree to give you this right as if Section 92 of the Housing Act 1985 applied to this Tenancy Agreement.

Taking in Lodgers and Subletting

- 3.** You may take in a lodger without our consent if you do not cause overcrowding. You should let us know in writing when a lodger moves into your home and when he/she leaves your home. You should also tell the Council.
- 4.** You may with our prior written consent, sublet or part with possession of part of your home but we will not consent to you granting an assured tenancy (as defined in Section 1 of the Housing Act 1988) except for an assured

shorthold tenancy (within the meaning of Section 20 of the Housing Act 1988) or a contractual tenancy which is not an assured tenancy (within the meaning of Section 1 of the Housing Act 1988).

Preserved Right to Buy (PRTB)

- 5.** As long as you qualify under the PRTB legislation, you have the preserved right to buy your home.
- 6.** If you die, the person who takes over the tenancy under Clause H1 above will also take over your Preserved Right to Buy (if you had that right).
- 7.** You will not have the Right to Buy your home if you live in sheltered housing, or other housing excluded from this legislation.
- 8.** To avoid doubt, if you became the tenant under this Tenancy Agreement following an exchange (under Clause H2 above), you do not have a preserved right to buy unless you had that right under a previous tenancy which we granted to you.

Right to Acquire

- 9.** You have the right to acquire your home under the Housing Act 1996, unless you live in sheltered housing or other housing excluded from this right by that legislation.



APPENDIX

Schedule 2 of the Housing Act 1988 (As amended by the Housing Act of 1996) - Grounds for Possession of Dwelling-houses let on Assured Tenancies

Part I Grounds on which Court must Order Possession

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the Court so directs, after the date on which, in the opinion of the Court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

We will not use this ground if the person who inherits the tenancy is your wife, husband, partner, or a member of your family who is entitled to it under Clause H1.

Part II Grounds on Which Court may Order Possession

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

We will only seek to recover possession of your home on this ground if in addition we can show that:

- (i) we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or
- (ii) your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or
- (iii) your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer

resides in your home and we require your home for occupation by a person who has those special needs; or

- (iv) your home is overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or
- (v) Premises were made available to you on a temporary basis so that works could be carried out to your home on the understanding that on completion of the works you would move back into your home. The works have been completed and you have failed to return to your own home.

Ground 10

Some rent lawfully due from the tenant -

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13

The condition of the dwelling house or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant

or any other person residing in the dwelling house and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, “common parts” means any part of a building comprising the dwelling house and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwelling houses in which the landlord has an estate or interest.

Ground 14

The tenant or a person residing in or visiting the dwelling house -

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
- (b) has been convicted of -
 - (i) using the dwelling house or allowing it to be used for immoral or illegal purposes,or
 - (ii) an arrestable offence committed in, or in the locality of, the dwelling house.

Ground 14A

The dwelling house was occupied (whether alone or with others) by a

married couple or a couple living together as husband and wife and -

- (a) one or both of the Partners is a tenant of the dwelling house,
- (b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- (c) one Partner has left the dwelling house because of violence or threats of violence by the other towards -
 - (i) that Partner, or
 - (ii) a member of the family of that Partner who was residing with that Partner immediately before the Partner left, and
- (d) the Court is satisfied that the Partner who has left is unlikely to return.

For the purposes of this ground “registered social landlord” and “member of the family” have the same meaning as in Part I of the Housing Act 1996 and “charitable housing trust” means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the Court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwelling house and, in the case of ill-treatment by a person lodging with the tenant or

by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 16

The dwelling house was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

For the purposes of this ground, at a time when the landlord is or was the Secretary or State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, shall be regarded as employment by the Secretary of State.

Ground 17

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 -

- (a) the tenant, or
- (b) a person acting at the tenant's instigation

We will not seek to rely on any of the following Grounds for Possession.

Ground 1

Not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground or the Court is of the opinion that it is just and equitable to dispense with the requirement of notice and (in either case)—

- (a) at some time before the beginning of the tenancy, the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them occupied the dwelling-house as his only or principal home; or
- (b) the landlord who is seeking possession or, in the case of joint landlords seeking possession, at least one of them requires the dwelling-house as his or his spouse's only or principal home and neither the landlord (or, in the case of joint landlords, any one of them) nor any other person who, as landlord, derived title under the landlord who gave the notice mentioned above acquired the reversion on the tenancy for money or money's worth.

Ground 2

The dwelling-house is subject to a mortgage granted before the beginning of the tenancy and—

- (a) the mortgagee is entitled to exercise a power of sale conferred

on him by the mortgage or by section 101 of the Law of Property Act 1925; and

- (b) the mortgagee requires possession of the dwelling-house for the purpose of disposing of it with vacant possession in exercise of that power; and
- (c) either notice was given as mentioned in Ground 1 above or the Court is satisfied that it is just and equitable to dispense with the requirement of notice;

and for the purposes of this ground “mortgage” includes a charge and “mortgagee” shall be construed accordingly.

Ground 3

The tenancy is a fixed term tenancy for a term not exceeding eight months and—

- (a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and
- (b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling house was occupied under a right to occupy it for a holiday.

Ground 4

The tenancy is a fixed term tenancy for a term not exceeding twelve months and—

- (a) not later than the beginning of the tenancy the landlord gave notice in

writing to the tenant that possession might be recovered on this ground; and

- (b) at some time within the period of twelve months ending with the beginning of the tenancy, the dwelling house was let on a tenancy falling within paragraph 8 of Schedule 1 to this Act.

Ground 5

The dwelling-house is held for the purpose of being available for occupation by a minister of religion as a residence from which to perform the duties of his office and—

- (a) not later than the beginning of the tenancy the landlord gave notice in writing to the tenant that possession might be recovered on this ground; and
- (b) the Court is satisfied that the dwelling house is required for occupation by a minister of religion as such a residence.

Ground 6

The landlord who is seeking possession or, if that landlord is a registered social landlord or charitable housing trust, a superior landlord intends to demolish or reconstruct the whole or a substantial part of the dwelling-house or to carry out substantial works on the dwelling-house or any part thereof or any building of which it forms part and the following conditions are fulfilled—

- (a) the intended work cannot reasonably be carried out without

the tenant giving up possession of the dwelling house because—

- (i) the tenant is not willing to agree to such a variation of the terms of the tenancy as would give such access and other facilities as would permit the intended work to be carried out, or
- (ii) the nature of the intended work is such that no such variation is practicable, or
- (iii) the tenant is not willing to accept an assured tenancy of such part only of the dwelling-house (in this sub-paragraph referred to as “the reduced part”) as would leave in the possession of his landlord so much of the dwelling-house as would be reasonable to enable the intended work to be carried out and, where appropriate, as would give such access and other facilities over the reduced part as would permit the intended work to be carried out, or
- (iv) the nature of the intended work is such that such a tenancy is not practicable; and

- (b) either the landlord seeking possession acquired his interest in the dwelling-house before the grant of the tenancy or that interest was in existence at the time of that grant and neither that landlord (or, in the case of joint landlords, any of them) nor any other person who, alone or jointly with others, has acquired that interest since that

time acquired it for money or money's worth; and

- (c) the assured tenancy on which the dwelling-house is let did not come into being by virtue of any provision of Schedule 1 to the Rent Act 1977, as amended by Part I of Schedule 4 to this Act or, as the case may be, section 4 of the Rent (Agriculture) Act 1976, as amended by Part II of that Schedule.

For the purposes of this ground, if, immediately before the grant of the tenancy, the tenant to whom it was granted or, if it was granted to joint tenants, any of them was the tenant or one of the joint tenants of the dwelling-house concerned under an earlier assured tenancy [or, as the case may be, under a tenancy to which Schedule 10 to the Local Government and Housing Act 1989 applied], any reference in paragraph (b) above to the grant of the tenancy is a reference to the grant of that earlier assured tenancy or, as the case may be, to the grant of the tenancy to which the said Schedule 10 applied.

For the purposes of this ground “registered social landlord” has the same meaning as in the Housing Act 1985 (see section 5(4) and (5) of that Act) and “charitable housing trust” means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity, within the meaning of the Charities Act 1993.

Ground 8

Both at the date of the service of the notice under section 8 of this Act relating to the proceedings for possession and at the date of the hearing—

- (a) if rent is payable weekly or fortnightly, at least eight weeks rent is unpaid;
- (b) if rent is payable monthly, at least two months rent is unpaid;
- (c) if rent is payable quarterly, at least one quarter's rent is more than three months in arrears; and
- (d) if rent is payable yearly, at least three months rent is more than three months in arrears;

and for the purpose of this ground “rent” means rent lawfully due from the tenant.

Ground 11

Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent, which has become lawfully due.