
1. General terms

Payments for the premises

1.1 The weekly payments for the premises at the date of the agreement are:

£

Rent	<u>0.00</u>
Service charge	<u>0.00</u>
Other charges	<u>0.00</u>
Total payable	<u>0.00</u>

Unless otherwise stated, we are not responsible for paying general rates, water rates, council tax and the like.

1.2 All the above payments are due in advance on the Monday of each week.

Services (if applicable)

1.3 The Association shall provide the services set out in the attached schedule for which the tenant shall pay a service charge.

If the Association wishes to alter, add to, modify, reduce or remove any of these services then this can only take place after all those currently receiving such services (or who will have to contribute towards the cost of such new services) have been consulted.

Pine Court will review the Service charge each year according to the income we received and the costs we incurred during the previous 12 months. We may also take account of any reasonable known or expected costs for the next 12 months.

The cost of services shall be apportioned equally between the properties concerned. If the actual cost of providing the services in any one period of twelve months is higher or lower than the income receivable during the same period then the Association shall deal with the differences as follow:-

1. Deficits arising from the Service Charge will be added to the service charge for the following year;
2. Surpluses arising from the service charge will be credited to the service charge for the following year.

We provide the following services in connection with the premises, for which you must pay a variable service charge. We will give four weeks written notice of any proposed increase to this charge.

Not applicable

Changes in the rent

- 1.4 We may increase or decrease the rent by giving you at least four weeks written notice of the increase or decrease, and the notice will specify the proposed rent. The rent will not increase more than once a calendar year (i.e. a 12 month period from Jan 1st to December 31st). The revised rent will be the amount specified in the notice of increase unless you exercise your right to refer the notice to the Rent Assessment Committee to have a market rent set; in this case, the maximum rent payable for one year after the date specified in the notice will be the rent so set.

Other charges

- 1.5 Other charges payable to us under the agreement are:
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Changing the agreement

- 1.6 With the exception of any changes in rent, services or other charges specified above, the agreement can only be altered if you and we agree to the changes in writing.

2. Our duties

Possession

- 2.1 We agree to give you possession of the premises at the start of the tenancy.

Your right to occupy

- 2.2 We agree not to interfere with or interrupt your right to peacefully occupy the premises unless we need access to inspect the premises or adjoining premises, or unless a Court has given us possession.

Other charges (where collected by us)

- 2.3 We agree to pay the statutory authorities (such as the local council) any amounts due to them and collect it from you.

Repairs to the structure and exterior

- 2.4 We agree to keep in good repair the structure and exterior of the premises including:
- drains, gutters and external pipes
 - the roof
 - outside walls, outside doors, window cills, sash cords, window frames and catches, including painting and decorating
 - internal walls, skirting boards, doors, door frames, floor, ceilings and plaster work, but not including the painting and decorating of these
 - chimneys and stacks, but not including the cleaning of these
 - pathways, steps, and other means of access
 - internal stores and cupboards
 - boundary walls and fences.

Repairs to installations

2.5 We agree to keep in good repair and working order any installations for room heating, water heating, sanitation, and for the supply of gas, water or electricity, including:

- basins, sinks, baths, toilets, flushing systems and waste pipes
- electric wiring, sockets, switches and light fittings
- gas and water pipes
- water heaters, fireplaces, fitted fires, and central heating systems.

Repair of common parts

2.6 In the case of flats or other premises with common areas, we agree to take reasonable care to keep the common entrances, stairways, lifts, passageways and other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers and visitors.

External decorations

2.7 We agree to keep the outside of the premises and any common parts in a good state of decoration and normally to decorate these areas once every four years.

The Tenant's Charter

2.8 We agree to provide you with information on our housing management policies as required by the guidance issued by the Housing Corporation (the Tenant's Charters) under the Housing Act 1996.

3. Your duties

Possession

3.1 You agree to take possession of the premises at the start of the tenancy and not to part with possession of the premises or sub-let the whole of them.

Rent

3.2 You agree to pay the rent and other charges weekly in advance.

Use of premises

3.3 You agree to use the premises for residential purposes as your only or principal home and not to operate a business from them without our written consent. You also agree not to use any part of the premises for any illegal or immoral use.

Parking of vehicles

3.4 You agree not to park or allow visitors to park any commercial vehicle over 8cwt (406 Kg), any caravan, mobile home or boat within the garden perimeter or anywhere on our land.

Nuisance

3.5 You agree not to cause or allow members of your household or visitors to cause a nuisance or annoyance to neighbours or our other tenants.

Violence

3.6 You agree not to commit or allow members of your household or visitors to cause intimidating or threatening behaviour or physical assault on any of our agents, employees or contractors.

Racial or other harassment

3.7 You agree not to commit or allow members of your household or visitors to commit any form of harassment on the grounds of sex, age, race, religion, marital status, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of his or her household, visitor or neighbour, or to our agent, employee or contractor.

External fixtures

3.8 You agree not to erect anything on the outside of the premises without first receiving our written consent.

Noise

3.9 You agree not to play or allow to be played any radio, television, record, compact disc or tape recording so loudly that it causes a nuisance or annoyance to other people in the neighbourhood or can be heard outside the premises.

Drugs

3.10 You agree not to commit or allow members of your household or visitors to do any of the following at the premises:

- (a) cultivate or prepare or produce drugs,
- (b) supply any of these drugs to another person,
- (c) offer to supply any of these drugs,
- (d) possess any of these drugs with the intention of supplying them to another person or for any other purpose.

Pets

3.11 You agree not to keep pets, livestock or any other animal, bird or reptile at the premises except with our written consent.

If we give consent to keep a pet, it should be a well-behaved pet which must be kept under control when at the premises. In the communal areas including communal gardens, dogs (including those of your visitors) must be kept on a leash at all times and must be under the owner's supervision.

Pet animals must not be allowed to cause nuisance, damage or annoyance to other residents or to our property.

Safety and security

3.12 You agree to take all reasonable steps to protect the premises against intruders, and the risk of damage, especially by fire.

Internal decorations

3.13 You agree to keep the interior of the premises in a good and clean condition, and to be responsible for the internal decorations.

Common parts

3.14 If there are common areas, you agree to be responsible for keeping them clean and free from obstruction.

Gardens

3.15 You agree to keep gardens in a neat condition and not to allow shrubs and plants to cause a nuisance to neighbours. No structural alternations or additions can be made to the garden without our prior written consent. No vehicle is to be parked anywhere within the garden except on a parking space or driveway provided for that purpose.

Vehicle repairs

3.16 You agree not to carry out or allow members of your household or visitors to carry out major vehicle repairs, such as removing panels, panel beating, removing car engines, repair of a number cars on a regular basis within the boundary of the premises or the communal parking areas or parking spaces we provide. In addition, you agree not to park illegal or unroadworthy vehicles in the communal parking areas we provide or allow members of your household or visitors to do so.

Damage

3.17 You agree to make good any damage to the premises or our fixtures or fittings or common parts caused by you or any member of your household or any visitor to the premises, and to pay any costs we incur in carrying out any such repair if you do not, except for fair wear and tear.

Reporting disrepair

3.18 You agree to report to us promptly any disrepair or defect for which we are responsible.

Access

3.19 You agree to allow our employees or contractors acting on our behalf access at all reasonable times, and immediately in the case of an emergency, to inspect the condition of the premises or to carry out repairs to them or adjoining property. We will normally give at least 24 hours notice of needing access.

Assignment (transfer of tenancy)

3.20 You agree not to assign the tenancy except:

- (a) in response to a Court Order made under section 24 of the Matrimonial Causes Act 1973, or
- (b) with our written consent when exercising the right to exchange set out in clause 5.9, or
- (c) with our written consent to someone who would have been qualified under clause 4.4 or 5.10(a) to succeed to the tenancy had the tenant died.

You must not pay anything for the tenancy.

Overcrowding

3.21 You agree not to allow more than the permitted number of people to live in the premises as specified on page 1.

Lodgers and sub-tenants

You agree to get our written consent before taking in any lodger or sub-tenants, and to inform us of:

- (a) the name and age of any intended resident,
- (b) the charge you propose to make, and
- (c) the details of any services such as meals or laundry which you intend to provide.

Assured sub-tenancies prohibited

3.23 You agree not to grant an assured sub-tenancy of any part of the premises.

Ending the tenancy

3.24 You agree to give us four weeks written notice, at the same time confirming that you will return the premises to us with vacant possession.

Moving out

3.25 You agree to leave the premises in a good, clean condition, free from rubbish, and to meet the cost of any repair, redecoration or rubbish removal for which you are responsible.

3.26 You agree to return all keys to us.

Goods left at the property

3.27 If at the end of the tenancy any furniture or goods belonging to you are left in or around the premises for more than 7 days, we will have the authority to dispose of them in whatever way we consider fit. If we sell them, we will pay you the balance at your request after taking off any debts you owe us.

4. Your rights

Right to occupy

4.1 You have the right to occupy the premises without interruption or interference from us for the period of the tenancy, so long as you comply with the terms of the agreement and have proper respect for the rights of other tenants and neighbours.

Security of tenure

4.2 You have security of tenure as an assured tenant so long as you occupy the premises as your only or principal home. While the tenancy remains an assured tenancy, we can only end it by obtaining a Court Order for possession on one of the grounds listed in schedule 2 of the Housing Act 1988 as amended from time to time. We may use any grounds listed in the Act but will usually use one of the following:

Grounds for possession

Ground 2 The premises are subject to a mortgage granted before the beginning of the tenancy and:

- (a) the mortgagee is entitled to exercise the power of sale conferred on him by the mortgage or by section 10 of the Law of Property Act 1925; and
- (b) the mortgagee requires possession of the property for the purpose of disposing of it with vacant possession in exercise of that power.

Ground 6 If we or a superior landlord wish to demolish or carry out substantial repair to the premises. An offer of suitable alternative accommodation will be made if possession is sought under this ground.

Ground 7 If the tenancy has passed under the will or intestacy (lack of a will) of the tenant, subject to clauses 4.4 and 5.10.

- Ground 8 If at least 8 weeks rent is unpaid at the date of serving a notice of proceedings for possession and at the date of the Court hearing.
- Ground 9 Suitable alternative accommodation is available to you provided that, in addition, we can show:
- (a) that we need vacant possession to carry out work to the premises, or
 - (b) we need the premises for someone who requires their special amenities or services, and you no longer need them, or
 - (c) that you are a successor as defined in 5.10 but not a spouse to whom the tenancy has passed in accordance with 4.4 and you are under-occupying that premises.
- Ground 10 You have not paid the rent which is due.
- Ground 11 There has been persistent delay in payment of rent.
- Ground 12 You have broken, or failed to perform any of the conditions of this tenancy.
- Ground 13 You or someone living in the premises has caused damage to, or failed to look after the premises, the building or any of the common parts.
- Ground 14 You or a person residing in or visiting the premises:
- a) have 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) have been convicted of:
 - (i) using the premises or allowing them to be used for immoral or illegal purposes, or
 - (ii) an arrestable offence committed in, or in the locality of the premises.
- Ground 14A The premises were occupied (whether alone or with others) by a married couple or couple living together as husband and wife and:
- (a) one or both of the parties is a tenant of the premises,
 - (b) one partner has left the premises 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
 - (c) the Court is satisfied that the partner who has left is unlikely to return.
- Ground 16 If accommodation has been provided as part of the condition of employment and we seek possession and you are no longer employed by us.
- Ground 17 You are the person, or one of the people, to whom the tenancy was granted and we were persuaded to grant the tenancy by a false statement made knowingly or recklessly by:
- (a) you, or
 - (b) a person acting on your behalf.

We will normally give 4 weeks notice in writing of our intention to seek a Possession Order. We reserve the right to dispense with this notice period when we use ground 14. In addition to the above grounds, we reserve the right to use any grounds as listed in schedule 2 of the Housing Act 1988 or in legislation that amends or replaces it.

Cessation of assured tenancy

4.3 If the tenancy ceases to be an assured tenancy, we may end it by giving you four weeks written notice. Any Notice to Quit intended to end this tenancy and any notice under section 146 of the Law of Property Act 1925, will be sufficiently served if it is in writing, addressed to the tenant by name or by that description and fixed to the door or left for you at the premises. The date of service will be the date the notice was fixed or left. This method of service is in addition to all other proper ways of serving a notice.

Succession to a spouse

4.4 On the death of a sole tenant (who is not a successor), the tenancy will pass to the tenant's spouse under the Housing Act 1988 provided that he or she occupies the premises as his or her only or principal home at the time of the tenant's death.

5. Further rights

Application of parts of the Housing Act 1985 to the tenancy

5.1 By way of further rights, we agree that sections 92-94, 96-99, 104-106 and schedule 3 of the Housing Act 1985 apply to the tenancy. These rights are summarised in clauses 5.2 to 5.9.

Right to take in lodgers and to sub-let

5.2 Subject to clauses 3.20, 3.21 and 3.22, you may take in any people as lodgers or may with our written consent sub-let part of the premises, but you must not grant an assured sub-tenancy.

Right to make improvements

5.3 You may make improvements, alterations and additions to the premises but you must first get our written consent and all other necessary approvals (for example, planning or building regulations approval). Any work must meet recognised standards and be done by trained and qualified workers. In particular, work to gas appliances or electrical installations must be done by members of the Council for Registered Gas Installers (CORGI) and the National Inspection Council for Electrical Installation Contracting (NICEIC) respectively.

5.4 We will not unreasonably withhold our consent but may make it conditional on the work being carried out to a certain standard. We may carry out an inspection of the work. Failure to comply with our conditions may be treated as a breach of your duties under the tenancy.

Compensation for improvements

5.5 We will establish a scheme under which you may be compensated for the cost of specified improvements. The scheme will operate in accordance with the requirements of the Tenant's Charter or other relevant guidance.

Right to repair

5.6 You have the right to carry out repairs which are our responsibility if you have reported the need for repair in writing and, without good reason, we have failed to carry out the repair within 28 days of receiving your report. You may exercise this right only in accordance with the regulations of the Secretary of State under section 96 of the Housing Act 1985. We will refund you the agreed cost of repairs carried out in accordance with these regulations. Any work must meet recognised standards and be done by trained and qualified workers. In particular, work to gas appliances or electrical installations must be done by members of the Council for Registered Gas Installers (CORGI) and the National Inspection Council for Electrical Installation Contracting (NICEIC) respectively.

Right to consultation

5.7 We will consult you before making changes in matters of housing management or maintenance which are likely to affect you substantially.

Right to information

5.8 You have a right to information from us about the terms of the tenancy, our repairing obligations, and our policies and procedures on tenant consultation, housing allocation and transfers.

Right to exchange

5.9 You have the right to exchange the tenancy by assigning (transferring) it to another tenant of a registered housing association or a local authority or a new town, but you must get our prior written consent which we will only withhold on grounds specified in the relevant legislation.

Right of succession to a member of the family

5.10 On the death of the tenant, if the tenant was not a successor, we agree that:

- (a) If the tenancy does not pass to the tenant's spouse under clause 4.4, then subject to clause 5.10(c), it will be treated as being assigned (transferred) to another member of the tenant's family who has lived with the tenant throughout the period of twelve months ending with the tenant's death and who occupied the premises as his or her only or principal home at the time of the tenant's death.
- (b) If in 5.10(a), more than one member of the tenant's family is qualified to succeed to the tenancy, they should agree between them which of them will claim it. If they cannot agree, each may claim. In this case, we will decide to whom the tenancy will be treated as being assigned.
- (c) All claims to succeed to the tenancy must be made to us in writing within one month of the death of the tenant. We will notify all claimants of the name of the person to whom the tenancy will be treated as being assigned.
- (d) For the purpose of the agreement, a successor will be:
 - (i) a spouse or partner living as husband or wife of the tenant to whom the tenancy passed under the Housing Act 1988,
 - (ii) a person to whom the tenancy is treated as being assigned under this clause.
 - (iii) a person who was a joint tenant and has become a sole tenant.

SIGNED on behalf of the Association _____

SIGNED by the tenant(s) _____

Date _____

If you think that we have broken the agreement or not performed any obligation contained in it, you should first complain to us in writing, giving details. If we fail to deal with the complaint or, in your view, we continue not to comply with the agreement, you can obtain advice and information about your legal remedies from a local citizens advice bureau or law centre or from a solicitor. In addition, you have the right to approach the Independent Housing Ombudsman service if you do not think we have dealt with your complaint properly.

We are subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State, and the tenancy is one to which the Tenant's Charter applies.

The address for service of notices (including notices of proceedings) is:

Pine Court Housing Association Limited
1 Nelson Street
Liverpool
L1 5DW