

**ASSURED TENANCY AGREEMENT**

**Important**

**This document is a legal document between you and the Association**

**It explains our obligations to you and the conditions you must comply with.  
Please read this Agreement carefully before you sign it and ask us to explain  
anything you do not understand.**

**You can also get help from a Citizen's Advice Bureau, a Solicitor or an  
Independent Advice Agency**

THIS TENANCY AGREEMENT IS BETWEEN

**Name and address of  
Association**

**MANNINGHAM HOUSING ASSOCIATION LTD  
("the Association") BANK HOUSE, 30 MANOR ROW  
BRADFORD BD1 4QE**

which is registered with the Tenant Services Authority  
under section 3 of the Housing Act 1996

**Name of Tenant**

and .....

.....

..... ('the Tenant')  
*(In the case of joint tenants, the term 'Tenant' applies  
to each of them and the names of all joint tenants are  
as written above. Each Tenant individually has the  
full responsibilities and rights set out in this  
Agreement and each Tenant is responsible for  
payment of rent and other charges and performance  
of the Tenant's obligations even if no longer living at  
the Premises).*

**Address**

in ..... respect ..... of

.....  
..... ('the Premises')

**Description of Premises**

Which comprises .....

.....

.....

**Charitable 1965 Act  
Associations**

The dwelling that is the subject of this tenancy is held  
by a charity that is an exempt charity.

**Maximum permitted Number**

The maximum number of persons allowed to reside in the premises will be.....

A breach of this provision will amount to over crowding and will entitle the Association to seek possession of the Premises.

The Association shall seek possession if there are more than ..... persons residing in the premises.

**Minimum permitted Number**

The minimum number of persons allowed to reside in the premises will be.....

A breach of this provision will amount to under occupancy and will entitle the Association to seek possession of the Premises.

The Association shall seek possession if there are fewer than ..... persons residing in the premises.

**The Tenancy**

This tenancy begins on Monday .....and is for a fixed term of one week and thereafter weekly until brought to an end, and it is an assured non-shorthold tenancy the terms of which are set out in this Agreement.

**GENERAL TERMS**

**1. It is agreed as follows:-**

**Payments for the Premises**

(1) (i) The weekly rent for the Premises (exclusive / **inclusive\*** of service charge) at the start of the tenancy shall be £..... .

(ii) The weekly service charge at the start of the tenancy shall be £..... .

(2) The payment of rent and service charge is due in advance on the Monday of each week.

NB The Association will normally serve a Notice Seeking Possession where the Tenant is over 4 weeks in arrears with the payments due and has failed to make acceptable arrangements to pay the rent and arrears. The Association will take reasonable steps to comply with any relevant statutory guidelines and protocols in pursuing possession on the grounds of rent arrears.

**Services**

(3) (i) The Association shall provide the services and set out the attached schedule for which the Tenant shall pay a service charge.

- (ii) The Association may, after consulting the Tenants affected, increase, add to, remove, reduce, or vary the services provided.
- (iii) The Association may charge for services on the basis either of reasonable costs incurred during the previous accounting period or of estimates for the current or next account period. The difference between any estimate and the actual cost may be carried forward.
- (iv) The Association may establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the service charge account in the foreseeable future.
- (v) The cost of services shall will usually be apportioned equally between all the properties concerned. If this is not the case the relevant details will be set out in the Service Charge Schedule attached.
- (vi) The Association shall provide an annual account of the costs incurred, the service charges due, and the amount held in the sinking fund if any.

**Changes in Rent and service charge**

- 4 (i) The Association may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the Rent by giving the Tenant not less than one calendar month's notice in writing. The notice shall specify the Rent proposed. The Rent shall not be increased within 52 weeks of the last increase or of the start of this Tenancy. The revised Rent shall be the amount specified in the notice of increase. During the first year of the tenancy the Association may vary the rent only once. The Association must give the Tenant at Lease 4 weeks notice and the new amount will not be more than an equivalent market rent for the property. Sections 13 and 14 of the Housing Act 1988 do not apply to this first increase.
- (ii) The service charge shall be varied at the same time as the rent and using the same procedure. Thereafter the Association may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988

increase or decrease the rent by giving the Tenant not less than one calendar month's notice in writing. The notice shall specify the rent proposed. The rent shall not be increased within 52 weeks of the last increase. The revised rent shall be the amount specified in the notice of increase unless the Tenant refers the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum rent payable for the following year shall be the rent so determined.

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

**Service of notices**

(5) (i) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the Association for the receipt of legal notices, and any other communication arising from this Agreement, is

**MANNINGHAM HOUSING ASSOCIATION LTD  
("the Association") BANK HOUSE, 30 MANOR ROW  
BRADFORD BD1 4QE**

(ii) Any legal notice, or any other communication arising from this Agreement, shall be validly served on the Tenant if posted or delivered to the Premises.

- Handed to the Tenant or any of the joint Tenants.
- Left at the Premises, posted through the letterbox of the Premises or fixed to the front door or any prominent part of the Premises.
- Posted to the Premises or last known address of the Tenant by first class post.

**Altering the agreement**

(6) With the exception of any changes in Rent or service charges, this Agreement may be altered only with the consent in writing of both the Tenant and the Association.

**THE ASSOCIATION'S OBLIGATIONS**

**2. The Association agrees:-**

**Possession**

(1) To give the Tenant possession of the Premises at  
Manningham's Revised Assured Tenancy Agreement - May 2009

the commencement of the Tenancy.

- Tenant's right to occupy** (2) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where –
- (i) access is required subject to reasonable notice, to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property, or
  - (ii) the Association is entitled to possession at the end of the Tenancy.
  - (iii) A Court has given us possession by ending the Tenancy.

- Repair of structure and exterior** (3) To keep in good repair the structure and exterior of the Premises including –
- (i) drains, gutters and external pipes;
  - (ii) the roof;
  - (iii) outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;
  - (iv) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
  - (v) chimneys, chimney stacks and flues but not including sweeping;
  - (vi) pathways, steps or other means of access
  - (vii) plasterwork
  - (viii) integral garages and stores
  - (ix) boundary walls and fences

- Repair of installations** (4) To keep in good repair and proper working order any installation provided by the Association for space heating, water heating and sanitation and for the supply of water, gas and electricity, including–
- (i) basins, sinks, baths, toilets, flushing systems and water pipes;

- (ii) electric wiring including sockets and switches, gas pipes and water pipes;
- (iii) water heaters, fireplaces, fitted fires and central heating installations.

**Repair of common parts** (5) To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers of and visitors to the Premises.

**External decorations** (6) To keep the exterior of the Premises and any common parts in a good reasonable state of decoration and normally to decorate these areas once every ... years.

**Items outside the Landlord's responsibility** (7)

- (i) The Landlord is not responsible for matters including (but not limited to) replacement or repair of light bulbs, keys, smoke alarm and doorbell batteries, internal decorations nor is the Landlord responsible for any disrepair caused by damage, misuse or neglect by the Tenant or any member of the Tenant's household or visitor.
- (ii) The Landlord is not responsible for maintaining anything which the Tenant is entitled to remove from the Premises.

**Succession to partner** (8) On the death of a sole Tenant who is not a Successor, that the Tenancy will pass to the Tenant's partner (whether or not married to the tenant, and including a same-sex partner) under the provisions of the Housing Act 1988 provided that he or she occupies the Premises as his or her only or principal home at the time of the Tenant's death.

A Successor is:

- (a) a partner in whom the Tenancy was vested under this clause; or
- (b) a person by whom the Tenancy was inherited (see the following clause); or
- (c) a person that would have been entitled to succeed had the previous Tenant died and to whom the Tenancy was assigned under

clause 3(14); or

- (d) a Tenant by survivorship when one of two or more joint Tenants has died.

**Succession (other than to spouse partner)**

- (9) On the death of a sole Tenant who is not a Successor as defined in clause 2(78), to seek possession under ground 7 of Schedule 2 of the Housing Act 1988 only if the person that inherits the Tenancy:
  - (i) is not a member of the Tenant's family household; or
  - (ii) did not reside with the Tenant for the twelve months preceding the Tenant's death; or
  - (iii) did not occupy the Property as his or her only or principal home at the time of the Tenant's death; or
  - (iv) will not agree in writing to abide by the terms of this Tenancy.

The Association may seek possession if, six months after the death of the Tenant, there has been no grant of probate or letters of administration.

**Housing Management**

- (10) To provide the Tenant with information on its housing management policies as required by the guidance issued by the Tenant Services Authority under the provisions of Section 36 of the Housing Act 1996.

## THE TENANT'S OBLIGATIONS

### 3. The Tenant agrees:-

- Possession** (1) To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or sub-let the whole of it.
- Rent** (2) To pay the Rent and service charge weekly in advance.
- Outgoings** (3) To meet all outgoings applying to the Premises including water charges and electric and other costs whether metered or billed.
- Illegal or immoral use of Premises** (4) The Tenant must not use or allow members of the Tenant's household or visitors to use the Premises for any illegal or immoral purpose including possession, use or dealing in illegal drugs.
- Use of Premises** (5) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises without the Association's written permission. (Whilst the Association is committed to assisting its tenants in tackling worklessness, the Association will consider each case on its own merit and will not give permission to any business that might cause a nuisance or annoyance to other persons in the neighbourhood.)
- Nuisance and anti social behaviour** (6) Neither to cause, nor to allow members of his or her household or visitors to cause, a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent, employee or contractor of the Association.
- (i) The Tenant is responsible for his/her actions and the actions of his/her household and anyone visiting the Premises.
- (ii) The Tenant must ensure that the Tenant, members of the Tenant's household and anyone visiting the Premises does not engage in or threaten to engage in conduct which causes or is capable of causing nuisance or annoyance to any person who
- Has a right to reside in or occupy housing accommodation owned or managed by the Association.
  - Has a right to reside in or occupy

other housing accommodation in the neighbourhood of housing accommodation owned or managed by the Association

- Is engaged in a lawful activity in, or in the neighbourhood of housing accommodation owned or managed by the Association or
- Is acting in connection with the exercise of the Association's housing management functions.

(iii) Examples of behaviour which the Tenant must not engage in, cause, commit or allow include (but are not limited to)

- Harassment or intimidation of any kind.
- Use or threats of violence.
- Racist language or behaviour.
- Abusive or insulting words or behaviour.
- Damage or threats to damage property belonging to another person or to the Association.
- Writing graffiti.
- Behaving in an offensive or irritating manner (including when under the influence of intoxicating substances).
- Causing noise which can be heard outside the Premises (including arguing, door slamming and loud music).
- Using or allowing the Premises to be used for the purposes of prostitution or for dealing, possessing or using any illegal drugs.
- Any nuisance or annoyance caused by pets or animals.
- Dumping rubbish at the Premises or in the locality.

**Racial and other harassment**

(7) Neither to commit, nor to allow members of his or her household or invited visitors to commit, any harassment, or threat of harassment, on the grounds of race, colour, religion, lifestyle, age, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any tenant, employee, agent or contractor of the Association.

## **Noise**

(8) Neither to play, nor to allow to be played, any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside the Premises between the hours of 11.00pm and 7.30am. The Tenant must not use or allow to be used, any hi-fi, radio, tape recorder, television, CD player, amplifier, loud speaker or musical instrument of any kind in a way which causes a nuisance or annoyance to any other person in the neighbourhood or which can be heard outside the Premises. The Tenant must make sure that any noise in the Premises caused by singing, shouting, general movement and moving furniture is kept to a minimum and does not cause a nuisance or annoyance to neighbours.

## **Pets**

(9) Not to keep any pets or animals, particularly, dogs at the Premises, except by written permission from the Association, and only after entering into a Pet Contract with the Association. (Not to keep any animal at the Premises except with the written permission of the Association and after entering into a pet contract with the Association.) Any pet or animal kept at the Premises must at all times be kept under control so that it does not cause and is not likely to cause a nuisance or annoyance to anyone in the locality.

## **Internal decoration and minor repairs**

(10)

(i) To keep the interior of the Premises in good and clean condition and to decorate all internal parts of the Premises as often as is necessary to keep them in good decorative order.

(ii) The Tenant is responsible for carrying out minor repairs to the Premises which do not fall within the Association's repairing obligations such as replacement or repair of light bulbs, keys, smoke alarm and doorbell batteries, internal decorations, repairing and/or replacing clothes posts, lines and props.

## **Gardens**

(10) The Tenant must keep any garden included in the tenancy tidy, properly cultivated and free from weeds and rubbish including trees. Fencing and lawns must be kept in good order, and the Tenant must not deposit or allow to be deposited any rubbish in communal areas. If the Tenant fails to

comply with these requirements the Association (or its agents or contractors) may without prior warning come onto the Premises to carry out work to remedy such failure and the Tenant must repay on demand all costs incurred.

**Damage**

- (11)
- (i) To make good any damage to the Premises or the Association's fixtures and fittings or to the common parts caused by the Tenant or any member of the Tenant's household or any visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Association in carrying out such works in default.
  - (ii) If the Tenant fails to make good any damage within this clause after being notified by the Association then the Association will be entitled to carry out remedial work and the Tenant must pay the costs involved within seven days of these being demanded.

**Reporting disrepair**

- (12) To report to the Association promptly any disrepair or defect for which the Association is responsible in the Premises or the common parts. If the disrepair persists the Tenant must report it in writing to the Association.

**Dangerous materials**

- (13) The Tenant must not use any paraffin or liquid petroleum gas appliance nor store dangerous or inflammable materials in the Premises or on any part of the Association's property.

**Access**

- (14) To allow the Association's employees or contractors acting on behalf of the Association access at reasonable times and subject to reasonable notice to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. (The Association will normally give at least 24 hours' notice but more immediate access may be required in an emergency.) The Tenant must allow the Association's employees, agents, or contractors, acting on behalf of the Association access at reasonable times to inspect the condition of The Premises or to carry out repairs or other works to the Premises or adjoining property. The Association will normally give at least 24 hours notice but more immediate access may be required in an emergency. If the Tenant does not allow access this may place the Tenant and others in danger. The Association can take legal action to obtain access to the Premises and can treat failure to give access as a breach of this

agreement entitling the Association to seek possession of the Premises. The Association can seek from the Tenant the costs of such action.

**Roadways, parking and car repairs**

(15) Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.

- (i) The Tenant must not park any vehicle on the Premises or on property owned by the Association so that it may cause a nuisance or obstruction or obstruct fire access points.
- (ii) The Tenant must not park any vehicle at the Premises or on the Association's property other than in a properly designated parking space.
- (iii) The Tenant must not park any unroadworthy, untaxed or derelict vehicle at the Premises or on land belonging to the Association.
- (iv) The Tenant must not park at the Premises or on any land belonging to the Association any commercial vehicle, caravan or boat.
- (v) The Tenant must not carry out any vehicle repairs or servicing on the Premises or on land belonging to the Association other than minor repairs to vehicles belonging to the Tenant or to the Tenant's household and any such minor repairs must be done at reasonable times and must not be capable of causing nuisance or annoyance to anyone in the locality.
- (vi) The Tenant must not block any roadway or other vehicular access and must keep them and car parking spaces clear of unroadworthy vehicles and other obstructions.
- (vii) In the event of any breach of this clause the Association's remedies will include obtaining an Injunction ordering the Tenant to move or remove vehicles, issuing a possession claim on the grounds of breach of tenancy, and reporting untaxed and unroadworthy vehicles to the Police and/or the local authority for removal.

**Assignment**

(16) Not to assign the Tenancy except in furtherance of

a court order or with the written consent of the Association when exercising the right to exchange set out in clause 4( ) below or assigning the Tenancy to someone that would have been qualified under clause 2(8) or 2(9) above to succeed to the Tenancy had the Tenant died.

**Overcrowding**

(17) Not to allow more than the permitted maximum number of persons to reside at the Premises.

**Lodgers**

(18) Before taking in any lodger to inform the Association of the name, age and sex of the intended lodger and of the accommodation he or she will occupy. Not to allow any person to reside at the Premises other than those notified to the Association at the beginning of the tenancy without obtaining the Association's written consent. When requesting consent the Tenant must inform the Association of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.

**Sub-letting**

(19) Not to grant an assured sub-tenancy of the Premises or any part of the Premises.

**Insurance**

(20) The Tenant is responsible for the insurance of the Tenants own belongings and strongly advised to take out an insurance policy to cover these.

**Absence from Premises**

(21) To inform the Association, in writing promptly and if possible in advance, if the Tenant is or expects to be absent from the Premises for 14 days or more.

**Ending the Tenancy**

(22) To give the Association at least one calendar month's notice in writing when the Tenant wishes to end the Tenancy.

**Moving out**

(23) To give the Association vacant possession and return the keys of the Premises at the end of the Tenancy ensuring that all and to remove all furniture, personal possessions and rubbish have been removed and leaving e the Premises and the Association's fixtures and fittings fittings (and furniture if provided) in good lettable condition and repair. The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy. The Tenant agrees to ownership of any possessions and effects left behind at the end of the tenancy being gifted to the Association to be disposed of as the Association sees fit. The Association will normally remove and store items for a maximum

of one month notifying the Tenant if practicable at the Tenant's last known address. If these items are not collected within the month then the Association may dispose of them and the Tenant will be liable for the reasonable costs of storage and disposal.

## **THE TENANT'S RIGHTS**

### **4. The Tenant has the following rights:-**

#### **Right to occupy**

- (1) The Tenant has the right to occupy the Premises without interruption or interference from the Association for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Association's employees or contractors) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and other persons in the neighbourhood.

#### **Tenure**

- (2) The Tenant shall remain an assured tenant so long as he or she occupies the Premises as his or her only or principal home. The Association can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 to the Housing Act 1988.

#### **Cessation of assured tenancy**

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

#### **Right to take in lodgers**

- (4) Subject to clauses 3(16), 3(17) and 3(19) above, the Tenant may take in any persons as lodgers provided that the Tenant may not grant a sub-tenancy of the whole of the Premises or an assured sub-tenancy of the Premises or any part of the Premises.

#### **Right to make improvements**

- (5) The Tenant may make improvements, alterations and additions to the Premises including the erection of a television aerial, external decoration and additions to, or alterations in, the Association's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Association and all other necessary approvals (for example, planning permission or building regulations approval). The Association shall not unreasonably withhold its consent but may make it conditional upon the work's being carried out to a certain standard.

Failure to seek the Association's consent or to comply with the Association's conditions shall be a breach of the Tenant's obligations under this Tenancy.

**Compensation for improvements**

- (6) The Association shall establish a scheme under which the Tenant may be compensated for the costs of specified improvements. The scheme shall operate in accordance with the requirements of the Housing Corporation as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

**Right to repair**

- (7) The Association shall establish a scheme providing the Tenant with a remedy if the Association fails to carry out its obligations to repair. The scheme shall operate in accordance with the requirement of the Housing Corporation as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

**Right to consultation**

- (8) The Association shall consult the Tenant before making changes in matters of housing management or maintenance that are likely to have a substantial effect on the Tenant.

**Right to information**

- (9) The Tenant has a right to information from the Association about the terms of this Tenancy and about the Association's repairing obligations, its policies and procedures on tenant consultation, housing allocation and transfers, and its performance as a landlord.

**Right to exchange**

- (10) The Tenant has the right to exchange this Tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority subject to the prior written consent of the Association, which shall be withheld only on specified grounds.

**Termination of tenancy and tolerated trespass**

- (11)
- (i) If the Association issues possession proceedings and obtains a Court order which ends the tenancy and the Tenant remains in possession with the consent of the Association, the Tenant will do so as a tolerated trespasser and will no longer have any rights under this Tenancy Agreement.
  - (ii) If this situation arises the Tenant should seek independent advice since in some situations a

tolerated trespasser can apply for the tenancy to be reinstated.

(iii) As long as the Tenant remains a tolerated trespasser then he or she must continue to make payments for use and occupation of the Premises, comply with any requirements ordered by the Court and must also look after the Premises keeping it clean and tidy ensuring that no damage occurs and no nuisance is caused or allowed. The Association can issue demands for payment and increase the payments required in the same way as the Association could have increased the rent under the tenancy and this will not acknowledge the existence of a tenancy nor create a new tenancy even if the Association should refer to these payments as rent.

(iv) A Tenant who becomes a tolerated trespasser will only regain the status of Tenant under this agreement if the Court makes an order which has the effect of reinstating the tenancy. If the tolerated trespass arose following a Court order which required payments in respect of arrears and costs, then when all payments due under the order have been discharged then the Association will inform the tolerated trespasser whether the Association is willing to grant a new tenancy.

(12) The Association shall establish a procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy. The procedure shall operate in accordance with the requirements of the Housing Corporation as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

**Complaints**

If still dissatisfied after the complaints procedure has been exhausted, the Tenant has the right to refer the matter to the Independent Housing Ombudsman.

**I/We have had an opportunity to read the terms and conditions of this agreement and have had them explained to me/us. I/We understand and agree to be bound by the terms and conditions of this agreement. I/We have not given any false or misleading information in order to obtain this tenancy and have not failed to disclose any relevant information to the Association.**

**Signed** on behalf of the Association.....

**Signed** by the Tenant.....

**Date**.....

The Association is subject to any guidance on housing management practice issued by the Tenant Service Authority with the approval of the Secretary of State and this Tenancy is one to which that guidance applies.