



Assured Shorthold Tenancy Agreement

Section 1 – The Agreement

THIS TENANCY AGREEMENT (the “Tenancy” or “Agreement”) IS BETWEEN:

Stoke on Trent Housing Society Ltd, The Trevor Jones Office, Hammond House, Ridgway Road, Stoke on Trent, ST1 3AX. The Society is registered with the Homes and Communities Agency under Section 3 of the Housing Act 1996.

AND

Name of Tenant/s:

If you are joint tenants this agreement relates to both of you and whilst the tenancy exists each of you is fully responsible to pay the rent even if you move out of **Your Home**.

ADDRESS OF YOUR NEW HOME:

The property let by this tenancy is:

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In this agreement “**Your Home**” means the dwelling including fixtures and fittings and any garden, paths, hedges, an/or fences and outbuildings owned by us , which you are renting under this agreement.

DESCRIPTION OF YOUR HOME:

Property Type:

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Number of Bedrooms:

--

The maximum number of people that can live in **Your Home** is

--

 (the permitted number) and you must not allow more than the permitted number of people to live in **Your Home** at any time.

START OF YOUR TENANCY:

The Tenancy begins on:

--

and is a weekly agreement continuing from week to week unless brought to an end.

1.1 TYPE OF TENANCY:

For the first twelve months this agreement will be an **Assured Shorthold Tenancy** and after this period it will become an Assured Tenancy, unless before then:

- We have obtained possession of **Your Home** or
- We have started legal proceedings against you or to obtain possession of your home and those proceedings have not come to an end, in which case this agreement will continue as an Assured Shorthold Tenancy.

We may in exceptional circumstances, extend the first twelve month period by up to a further six months. If we do this the agreement will stay as an Assured Shorthold Tenancy for the period of the extension. For the purposes of this agreement, legal proceedings are commenced when we serve on you or anyone else living at your home:

- A Notice Requiring Possession; or
- A Notice of Seeking Possession; or
- A Notice to Quit; or
- An Application for an Injunction for breach of this agreement; or
- An Application for an Anti-Social Behaviour Injunction

Legal proceedings will not be at an end until:

- We withdraw all legal proceedings started at any time when this is an Assured Shorthold Tenancy; or
- A final order of the court is made in legal proceedings and, where appropriate, enforced or complied with; or
- In a case where an order of the court made in legal proceedings by way of an injunction (a court order requiring you to do or stop doing something) is discharged or expires; or
- A suspended possession order is made and complied with

If more than one set of legal proceedings has been commenced, this agreement will not become an Assured Tenancy until all legal proceedings have come to an end.

1.2 PAYMENTS FOR YOUR HOME:

The weekly rent for **Your Home** at the start of this tenancy includes the following charges:

Net Rent:	£	Per week
Service Charge:	£	Per week (if applicable)
Furniture Charge:	£	Per week (if applicable)
TOTAL RENT:	£	Per week

As a condition of this tenancy you agree to pay the following sums owed to Stoke on Trent Housing Society Limited:

Previous arrears of £ to be paid at £ per week until cleared

Previous other debt £ to be paid at £ per week until cleared

1.3 SERVICES TO YOUR HOME

Stoke on Trent Housing Society will provide the following services to **Your Home**. These are the services for which you pay a service charge (delete as applicable):

Communal Cleaning	Lifts	Door Entry	Non Contract Services
Communal Gardening	Fire Equipment	Caretaking Services	Scheme Based Colleagues
Lighting	Communal Service Repairs	Other Contract Services	Management Charge

1.4 CHANGES IN YOUR RENT AND SERVICE CHARGE

Stoke on Trent Housing Society, in accordance with the provisions of Section 13 and 14 of the Housing Act 1988, may increase or decrease the Rent on the 1st April after this tenancy is granted and annually thereafter by giving you at least one calendar months written notice. The revised Rent shall be the amount set out in the notice.

We may also at any time add to, increase, decrease or remove services that we provide. Where this is the case we will notify you of these changes giving you at least one calendar months written notice before the change/s will take effect and the revised Service Charge shall be the amount set out in the increase notice.

1.5 FINANCIAL HELP WITH HOUSING COSTS

Should you need to claim benefits to help pay your rent we will signpost you to these services if you ask us to. It is your responsibility to find out if you are eligible for financial help with your housing costs and to make any application and to supply all of the necessary documents yourself.

You must inform all relevant agencies such as the Local Authority and the Department of Works and Pensions that you are living in Your Home immediately at the start of your tenancy.

1.6 CHANGES IN YOUR CIRCUMSTANCES

You must contact the Local Authority and Stoke on Trent Housing Society immediately if your circumstances change and your entitlement to financial help with your housing costs is affected. Stoke on Trent Housing Society will reclaim from you any overpayment which is lawfully recovered from them by the Local Authority. You must inform Stoke on Trent Housing Society if there is any change to you or your households Right to Rent in the UK.

1.7 CHANGING THIS AGREEMENT

Apart from any changes to the rent or service charge, this agreement may be altered only with the consent in writing of both you and us, unless there are changes in the Law.

If you do not want to continue the Tenancy with the new terms, rent increase or new services then you have the right to end the Tenancy by writing to Stoke on Trent Housing Society before the changes take effect stating that you wish to end the Tenancy on or before the changes take effect.

1.8 SERVICE OF NOTICES

Any notice which Stoke on Trent Housing Society may serve on you to comply with this agreement will be validly served on you if delivered or posted to Your Home. You are responsible if absent from Your Home for any length of time to make arrangements for the collection of mail.

Section 2 – Our Responsibilities

2.1 POSSESSION

Stoke on Trent Housing Society agrees to give you possession of **Your Home** on the tenancy start date.

2.2 YOUR RIGHT TO OCCUPY

Not to unlawfully interrupt or interfere with your right to peacefully occupy **Your Home** except where:

- Access is required, subject to reasonable notice, to inspect the condition of **Your Home** or to carry out repairs or other works to **Your Home** or adjoining properties; or
- We are entitled to possession at the end of the tenancy

2.3 REPAIR OF STRUCTURE AND EXTERIOR

In accordance with Section 11 of the Landlord and Tenant Act 1985 Stoke on Trent Housing Society will:

- keep in repair the structure and exterior of the dwelling house (including drains gutters and external pipes)
- keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity)
- keep in repair and proper working order the installations in the dwelling-house for space heating and heating water

Stoke on Trent Housing Society is **not** responsible for any repair or replacements needed to **Your Home** if they are needed because of any neglect or damage caused by you, anyone living with you or your visitors or pets. You are responsible for repairing, replacing and making good any damage or neglect and where you fail to do so Stoke on Trent Housing Society will be entitled to do the works and you will be liable to pay Stoke on Trent Housing Society the costs of doing so.

2.4 REPAIR OF COMMON PARTS

To take reasonable care to keep the common entrance, halls, stairways, passageways and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to the premises.

2.5 INSURANCE

To insure the structure of **Your Home** or, where applicable the building (but not fixtures and fittings or your personal belongings) against any risks (for example fire) that Stoke on Trent Housing Society believes it needs to.

2.6 POLICIES AND DATA

To make available to you upon reasonable request, a copy of our policies as you may require and we will comply with legislation relating to the access to, use of and disclosure of information held by us including information held in the form of computerised data. There may be a small administrative cost at times.

Section 3 – Your Personal Responsibilities

3.1 POSSESSION

To move into **Your Home** on the start date and occupy **Your Home** as your only or principal home. Note – if there is more than one tenant at least one of you must occupy **Your Home** as your only or principal home.

3.2 RENT AND OUTGOINGS

To pay the rent and service charge weekly and to meet all other outgoings applying to **Your Home** for which you are responsible, including council tax, water charges, fuel and other costs.

3.3 USE OF PROPERTY

To use **Your Home** for residential purposes only and not to (nor allow your visitors or any person living with you) to operate a business or any other commercial activity at your Home or in the Building or on the Estate without obtaining Stoke on Trent Housing Society's prior written consent which will not be unreasonably withheld.

Not to put up or display on the outside of **Your Home**, any notice, trade plate or advertisement.

Not to seek to sell or give this Tenancy away or sub-let or part with possession of the whole or any part of **Your Home**. If you (and any joint tenant if there is one) stop living in **Your Home** and do not intend to return, you will lose your rights as a Tenant and Stoke on Trent Housing Society may take legal action to repossess **Your Home**.

3.4 INTERNAL DECORATION

To keep the interior of **Your Home** in a reasonable and clean condition and to decorate the internal parts as often as is necessary to keep them in good decorative order.

3.5 DAMAGE OR NEGLECT

To take every reasonable precaution to prevent damage to **Your Home** including damage from frost, fire or explosive materials.

To make good any damage to **Your Home** or our fixtures and fittings caused by you or any member of your household or any visitor to the premises. Where you do any such works in response to a notice served on you by the Society, the Society shall be entitled to inspect what you have done. If what you have done is not of a reasonable standard or where you fail to complete the necessary repairs/work you shall pay to the Society the reasonable costs of the Society bringing your work up to a reasonable standard or for completing the work.

Not to either yourself or by allowing anyone else living with you or visiting you, to interfere with the security, lifts or safety equipment in the communal areas, the building or on the estate.

To take all reasonable precautions to adequately heat and ventilate **Your Home** in order to prevent condensation and mould and where this does occur to wipe down and clean surfaces as required to prevent build up or damage to **Your Home** and its contents.

To regularly remove refuse and rubbish from within **Your Home**, and to ensure that it is stored outside in proper receptacles.

3.6 REPORTING DISREPAIR

To report to the Society promptly any repair or defect for which **the Society** is responsible in **Your Home**, the Building or on the Estate.

3.7 ACCESS

To allow the Society, its employees and contractors immediate access to **Your Home** in an emergency and unless agreed otherwise with the Society, on 48 hours notice, access to **Your Home**, even if there is no emergency to:

- Inspect the condition of your home
- Complete an annual gas or other necessary safety inspections
- Complete a tenancy review
- Carry out repairs and or improvements to **Your Home** or any adjoining homes
- Carry out any of Stoke on Trent Housing Society's obligations under this tenancy agreement or imposed by law
- Provide any other services

If Stoke on Trent Housing Society agrees an appointment with you and you do not allow access to its employees or contractors you agree to pay any costs or losses that Stoke on Trent Housing Society incurs as a result of your failure to allow access. Exceptional circumstances will be taken into consideration.

3.8 INSURANCE

To insure your furniture, personal belongings and the internal decoration of your home.

3.9 GARDEN

To keep any garden, drive or pathway that forms part of **Your Home**, well maintained and in good order and to:

- Not allow rubbish, disused equipment, household items or other waste to be kept in or around the garden of **Your Home** or the communal area or estate
- Ensure any garden path, shed, store, fencing or other structures which are your responsibility are kept in a good state of repair
- Not remove any tree, hedge or wall without obtaining Stoke on Trent Housing Society's written consent
- Ensure that any tree planted in your garden of **Your Home** which is your responsibility is maintained and does not cause damage to any other property
- Obtain Stoke on Trent Housing Society's permission in writing before erecting any shed, aviary or similar structure in the garden of **Your Home**
- Be responsible with any neighbour for the maintenance of any fencing between you and your neighbour's garden(s)

If you fail to maintain your garden or remove any rubbish Stoke on Trent Housing Society shall be entitled to serve notice on you requiring you to carry out such work as is necessary. If you fail to do this work Stoke on Trent Housing Society shall be entitled to do the work and you will be required to pay the costs of it to Stoke on Trent Housing Society.

3.10 SMOKING RESTRICTIONS

You must not smoke in any communal areas belonging to us and you must not smoke in your own home if asked not to by our staff or contractors. If any of our staff or contractors is unwilling to stay in your home because they may be exposed to second hand smoke, they may leave or refuse to enter your home.

3.11 ABSENCE FROM HOME

You must inform us in writing and if possible in advance, of a named person responsible for **Your Home** if you are or expect to be absent from **Your Home** for 28 days or more you must also provide us with contact numbers for any key holders in case of an emergency.

3.12 OVERCROWDING

You must not allow more than the permitted number of people to live in your home (see section 1).

3.13 SAFETY ISSUES

You must:

- not bring into, keep or use in **Your Home** or the Building and/or the Estate, any paraffin, petrol or other dangerous or containerised inflammable materials, including any heating, lighting or cooking appliance containing a reservoir of liquid or gas fuel, other than small quantities of general household goods.
- take all reasonable steps to ensure that your own fittings (e.g. cookers and fridges) meet current safety standards and are installed in accordance with the manufacturer's recommendations.
- not remove or tamper with fixed fire safety equipment such as smoke detectors, fire doors, self closing devices etc.
- ensure that you, anyone that lives with you and any of your visitors do not damage, dirty or otherwise abuse any lifts or communal areas in the Building.
- close any external and Safety and Fire doors in and to the Building
- control and not lend out any key to the Building and/or the Communal Areas in your possession and not share Door Entry Codes (with the exception of Clause 3.11 above – Absence From Home.
- regularly test all smoke detectors in **Your Home**. Where a smoke detector is battery operated you must change the batteries as often as is necessary to ensure that the smoke alarm works. Where the smoke alarm is mains operated you must immediately report any faults to us.

Section 4 – Your Community Responsibilities

4.1 BEHAVIOUR

You, **your** visitors or anyone that lives with or visits **you**, must not do, or threaten to do, anything which causes, or is likely to cause, or is capable of causing, a nuisance and/or annoyance to:

- other residents of properties in the Building (where applicable) or on the Estate
- anyone living in, visiting or engaging in a lawful activity in the locality and/or on the Estate
- any of the Society's employees or contractors.

Examples of behaviour that will or is likely to cause nuisance includes (but is not limited to):

- Loud music or TV, shouting, arguing, banging doors
- Allowing animals to roam and foul shared areas
- Dumping rubbish
- Causing graffiti or damage to property/common areas
- Driving, riding or using vehicles (including bicycles, skateboards, motorcycles, quad bikes and mini motos) dangerously or inconsiderately or on paths or pedestrian areas
- Smoking cannabis in or around the property/communal areas

You are responsible for the behaviour of any person, including children and lodgers living in and/or visiting **Your Home** and any Pet you own, or is owned by anyone living with or visiting you.

You should take reasonable steps to resolve any neighbour disputes between yourselves unless you feel at risk by doing so.

4.2 ILLEGAL OR IMMORAL ACTIVITIES

You, your visitors or anyone living with you, will not use, or threaten to use, **Your Home**, the Building and/or the Estate for any illegal, immoral or unlawful activity.

Neither **you** nor anyone residing in or visiting **Your Home** may do any of the following:

- Possess, use, store, keep or produce drugs
- Supply or offer to supply drugs to another person
- Possess with the intention of supplying them to another person
- Cultivate any cannabis plants.

Drugs means "any controlled" substance within the meaning of the Misuse of Drugs Act 1971 and regulation made with it and any Act(s) replacing it.

4.3 HARRASSMENT

You, your visitors, or anyone that lives with you will not harass or threaten to harass any person for any reason, including (but not limited to) harassing someone on any of the following grounds:

- Race, colour, or ethnicity
- Religion;
- Age, gender or sexual orientation;
- Physical and /or mental disability;
- Lifestyle

4.4 DOMESTIC ABUSE

You, your visitors or anyone that lives with **you**, shall not be, or threaten to be, violent and/or abusive towards:

- anyone living in **Your Home**
- any current or former partners
- their friends and/or family who are in Your Home and/or in the Building and/or the Estate.

4.5 PETS

You must get the Society's prior written consent before keeping any animal ("Pet") in **Your Home**.

- Permission will not normally be given to keep any animals in apartments. Exceptions may be made for assistance dogs and ground floor flats that have their own external entrance. We may also make exception for small pets that are kept caged at all times and that do not require any exercise or toileting outside of their cage, e.g. goldfish, canary, hamster.
- Permission will usually be given to keep domestic animals in houses.

Where permission is granted you must satisfy the Society as to your ability and commitment to:

- keep a Pet without allowing them to cause a nuisance or annoyance to other people living in, visiting or engaging in a lawful activity in the Building or on the Estate
- keep any Pet under proper control at all times
- ensure that any Pet will not be kept in poor or unsanitary conditions
- properly care for the pet.

4.6 PARKING AND VEHICLES

You must not:

- park un-roadworthy vehicles in or on roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or any parking space allocated to other tenants.
- park caravans, motor homes, boats, trailers, lorries or similar vehicles on the Estate without the Society's prior written consent and not to park such in any designated or approved parking spaces which are allocated to others
- use roadways, driveways, external communal areas or car parks owned or managed by the Society for vehicle repairs except if there is an emergency such as vehicle breakdown

You must:

- park vehicles only in designated parking spaces (where these exist) with due care and consideration to other road users and pedestrians without obstructing the Estate and/or any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces.
- keep clear and tidy any parking space designated to you.
- remove any un-roadworthy vehicle and/or untaxed or SORN vehicle from land owned or managed by the Society (including but not limited to **Your Home** and/or the Estate) within 7 days of the Society informing you that you must remove the vehicle.

Section 5 – Your Rights

5.1 RIGHT TO OCCUPY

You have the right to occupy **Your Home** subject to the terms of the Tenancy, without unlawful interruption or interference from the Society for the duration of the Tenancy (except for the obligation in the Tenancy to give access to the Society's employees or contractors).

5.2 TENURE

You have security of tenure as an assured shorthold tenant as long as you live in **Your Home** as your only or principal home. Stoke on Trent Housing Society can ask for a court order to end your Tenancy by either:

- By serving a notice on you to end the Agreement on one of the grounds listed in Schedule 2 of the Housing Act 1988.
- Serving notice on you under Section 21 of the Housing Act 1988, in which case the Society must give you at least 2 calendar months' notice not to expire within six months of the commencement of this Tenancy.

Before the 12 month Assured Shorthold Tenancy anniversary the Society will undertake a review to determine your eligibility for:

- the grant of an Assured tenancy following the end of this tenancy
- the extension of this Assured Shorthold tenancy by a further 6 months
- the ending of this Assured Shorthold tenancy under Section 21 of the Housing Act 1988

The Society will notify you of the outcome of this review, usually two months before the 12 month anniversary of this Assured Shorthold Tenancy. The Society's obligation to complete the review and consider granting an Assured tenancy is conditional upon you reasonably co-operating with the review and acting in good faith and providing sufficient information to the Society to enable the assessment to be properly carried out.

5.3 RIGHT OF SUCCESSION

If you are not a successor and if on your death there is no person who is able to succeed as your spouse, civil partner or other partner, then we agree to use our discretion to consider allowing a succession to:-

- 1) A person who is a member of your family (as defined by the Housing Act 1985, S113)
- 2) And who has lawfully occupied the premises as their only or principal home at the time of your death and lawfully resided with you throughout the period of 12 months ending with your death
- 3) And who makes a claim in writing to us within 3 months of your death, or such longer period as we may in our discretion allow

5.4 ASSIGNMENT

You have no right of assignment of this tenancy. Any application to assign the tenancy to another is entirely at our discretion.

5.5 LODGERS

You will not sub-let or part with the possession of the whole or any part of **Your Home**. **You** may take in a lodger with prior written consent from the Society which will not be unreasonably withheld. The lodger must have the 'Right to Rent' in the UK and the taking in of a lodger must not result in the number of persons living in **Your Home** to exceed the Permitted Number.

5.6 INFORMATION

You have a right to information from the Society about:

- the terms of the Tenancy;
- repairing obligations;
- policies and procedures, including housing allocation and transfers
- principles for fixing rents,
- information about the Society's performance as required by the Housing Regulator.
- service charges

You can request this information at any time by contacting our office.

5.7 IMPROVEMENTS

You may make improvements, alterations and additions to **Your Home** at your own cost as long as you obtain the Society's prior written consent, which will not be unreasonably withheld and all other necessary approvals (for example, planning permissions or building regulations approval). The Society may attach conditions when giving consent.

5.8 COMPLAINTS

If you think the Society has not done something it has agreed to do in this Tenancy, you can first make a complaint to the Society using its complaints procedure. A copy of the Society's Complaints Procedure is available on request.

If at the end of the Society's complaint procedure **you** are not satisfied with how your complaint has been handled, you can then complain to the Housing Ombudsman. You can also get advice from a Citizens Advice Bureau, housing advice centre, law centre or solicitor.

Section 6 – Leaving Your Home and Moving Out

6.1 ENDING YOUR TENANCY

You must give the Society at least 4 weeks signed notice in writing that you wish to end the tenancy. Notices should be delivered to:

Stoke on Trent Housing Society, The Trevor Jones Office, Hammond House, Ridgway Road, Hanley, ST1 3AX

and during that period you must:

- allow the Society to inspect **Your Home** before the notice period ends
- allow the Society to carry out viewings during your notice period
- arrange to clear any debt owed by you to the Society

If you leave **Your Home** without giving or before the expiry of the 4 weeks notice period, you agree to pay the rent as if you have given 4 weeks notice or up to the expiry of any notice given, whichever is the later.

6.2 MOVING OUT

You must give the Society vacant possession and return all keys to the premises at the end of your tenancy.

You must remove all of your own furniture, personal possessions and rubbish from the premises before you hand in the keys. If you leave personal possessions behind the Society will give written notice that unless collected within the notice period, the possessions will be disposed/sold off after 21 days of the notice being served.

The premises and the fixtures and fittings within must be left in a reasonable condition otherwise the Society may recharge for any repairs required.

- **I/We agree to abide by the Conditions of the Agreement.**
- **I/We confirm that the information given in my housing application was and still is correct and understand that the Society may take legal action to repossess any property allocated if accommodation is obtained as a result of giving false or misleading information.**
- **I/We have been given a copy of the agreement.**

Signed by the tenant(s):	
Signed by the tenant(s):	
Signed on behalf of the Society:	
Date:	