

Assured Shorthold Tenancy Agreement

(Probationary Tenancy)

THIS TENANCY AGREEMENT is a legal contract between you, the tenant and us, Coastline Housing Limited. It explains the services you can expect from us, and the conditions you must keep to. Please read the agreement carefully before you sign it, and ask us to explain anything you do not understand. You can also get help from a Citizens Advice Bureau, a solicitor or an independent advice agency. This assured shorthold tenancy agreement is between us, **COASTLINE HOUSING LIMITED, FERRIS HOUSE, DOLCOATH AVENUE, CAMBORNE, CORNWALL TR14 8SD** (which is registered with the Housing Corporation under Section 3 of the Housing Act 1996) and you

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the tenant(s).

If more than one person is named above, this is a joint tenancy and each person individually has the full responsibilities and rights set out in this agreement.

The property let by this agreement (the property) is

Tenancy reference number:

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This comprises:

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This tenancy begins on:

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The tenancy is for the initial term of one week and continues weekly thereafter until it is terminated in accordance with the provisions set out in Section B, Clause 1, 2 or 3 of the agreement. The tenancy is an assured shorthold tenancy for a period of 12 months, although this may, at our discretion be extended by a further period of 6 months.

At the end of the 12 month assured shorthold period, the tenancy will become an Assured Tenancy (as defined by the Housing Act 1988, as amended by the Housing Act 1996) unless:

- a) Coastline Housing Limited has served Notice (under Section 21 of the Housing Act 1988) on your tenancy prior to this date ending the tenancy, or
- b) You have received written Notice from the Coastline Housing Limited that the Probationary Tenancy has been extended for a further period of 6 months.

Registered Charities

The property that is the subject of this tenancy is held by a charity. The granting of this tenancy comes within Section 36(9)(a) of the Charities Act 1993.

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Coastline Housing Limited is registered as an exempt charity (number 1066916) with the Financial Services Authority.

Declaration by the tenant

I/we have read, understood and accept Coastline Housing Limited’s conditions of tenancy.

I/we have not given false or misleading information to obtain this tenancy. I/we have not failed to disclose any relevant information to Coastline Housing Limited. If Coastline Housing Limited later discovers that I/we have given false or misleading information to obtain the tenancy, I/we understand that I/we could lose our home.

Signed by the tenant(s)

Signed for Coastline Housing Limited

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Position

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Date

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Section A

General Terms

1. Occupants

1.1 The following people will live in the property at the start of the agreement

Name	Date of Birth	Relationship

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2. Rent

2.1.1 The weekly rent for the property at the start of the tenancy is £

2.1.2 The weekly service charge at the start of the tenancy is £

2.1.3 Total amount payable per week at the start of the tenancy is £

2.2 The payment of your rent is due on every Monday of each week.

3. Service Charge

3.1 We provide the services set out below for which you must pay a service charge.

Service Charge	Amount

3.2 After consulting the tenants affected, we may increase, add to, remove, reduce or vary the services we provide.

4. Rent Increases

- 4.1 We may change the rent on the first Monday in April after the start of the tenancy.
- 4.2 After the first year's change, we will change the rent to no more than once every 52 weeks by giving you at least one month written notice of the new rent in accordance with Section 13 of the Housing Act 1988 as amended. This will usually be on the first Monday in April each year. Deleted: 's
- 4.3 You will be able to refer any rent increase (except for the first year increase) to a Rent Assessment Committee who can decide what the maximum rent should be. There are time limits for doing this. The increased rent will start from the day given in the notice unless you appeal to the Rent Assessment Committee. Deleted: s
- 4.4 If you appeal, the Committee can fix the amount and the start date.
- 4.5 We can reduce the rent at any time, but cannot increase it more than once every 52 weeks.
- 4.6 We can change the service charge at any time by giving you at least one month's notice in writing.

5. Outgoings

- 5.1 The rent does not include water charges, electricity or gas charges or anything you have to pay to the local council or by way of other statutory charges.

6. Housing Benefit

- 6.1 You agree that any housing benefit you are entitled to will be paid straight to us from the local authority that pays it, whether or not you are behind with your rent.

7. Insurance

- 7.1 You will be responsible for obtaining contents insurance to cover loss of or damage to your personal belongings.

Section B

Your right to occupy

1. Your right to end the tenancy

1.1 *If you are a sole tenant*

You can end this tenancy by giving us at least four weeks' notice in writing. This notice must end on a Sunday.

1.2 *If you are a joint tenant*

Any one of you can end this tenancy giving us at least four weeks' notice in writing. This notice must end on a Sunday.

1.3 You can withdraw this notice only with our written permission.

1.4 If you do not give us proper notice you will have to pay the rent and other charges until we take possession of the property. This is likely to be, but is not limited to, at least four weeks after we discover you have gone, as notice will need to be served.

1.5 Once you have given us notice, you must

- Allow us access to inspect the property
- Allow us to come inside the property and show new tenants [around](#), at a prearranged time agreed with you.
- Give us your new address
- Pay all rent and other charges due until the date of your tenancy ends.

2. Security of tenure

2.1 You have 'security of tenure' if your tenancy becomes an assured tenancy as long as the property is your only and main home. This means that as long as you keep to the terms of your agreement, and you respect the rights of other tenants and neighbours, you have the right to live in the property for the length of the tenancy without interruption from us. But you must allow us and our contractors to come into the property if we need to, in line with the agreement.

During the initial assured shorthold period, if you do not keep to the terms of the agreement we may end the tenancy, usually by giving you four weeks notice in writing, although we can give less notice in certain circumstances, for example where there is nuisance behaviour. We can end the tenancy on any of the following

grounds (i.e. reasons) set out in Schedule 2 of the Housing Act 1988 (as amended). These grounds include, for example:

- You owe eight or more weeks rent (ground 8)
- You have not paid your rent or you have delayed payment by having arrears equal to more than two weeks' rent payable more than twice in any six-month period (grounds 10 & 11).
- You have broken the terms of this agreement (ground 12).
- You, or anyone living with you or visiting, have damaged the property or the shared areas (ground 13).
- You, or anyone living with you or visiting, have caused a nuisance or harassment to your neighbours or have been convicted of certain offences (ground 14).
- Domestic violence (ground 14A)
- You give false information in your tenancy application (ground 17)

2.2 Alternatively, during the initial assured shorthold period, we can give you two months notice in writing, bringing the tenancy to an end on the last day of the assured shorthold period. You do not need to be in breach of any of the terms of the agreement for this type of notice to be served.

2.3 Once the tenancy has become an assured tenancy and you continue to occupy the property as your only or main home, we can end the tenancy only on one of the grounds (i.e. reasons) set out in Schedule 2 of the Housing Act 1988 (as amended), as we have set out in paragraph 2.1 above. In addition, we could also use the following ground:

- We have found other suitable accommodation for you (ground 9)

2.4 The grounds stated in paragraph 2.1 above and in this paragraph are only summaries of some of the main grounds for possession. There are others we could use and we may also use any new grounds that are introduced in future, as a result of changes in law. We will give you a schedule of Grounds on request.

2.5 If we do want to end the tenancy, we must get an order from the Court.

2.6 If we take legal action to enforce the terms of this agreement or to end it, we will seek to recover any resulting court costs, legal fees and other associated costs from you.

3. If the tenancy stops being assured (After the initial 12 month period)

3.1 If the tenancy stops being an assured tenancy because, for example the property is no longer your only main home, we may end the tenancy by giving you four weeks' notice in writing. Alternatively, if your tenancy has become a 'demoted tenancy' (following a Court Order), we can end the tenancy by serving two months notice on you. In addition, we can terminate the tenancy as set out in paragraphs 2.3 to 2.6 above.

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4. Moving Out

4.1 You must give us 'vacant possession' of the property when you move out. This means that:

- you must have made good any repairs identified at the time of inspection
- you must give us all the keys to the property
- no-one must be left in the property
- you must remove all furniture, carpets, personal belongings, animals and rubbish and
- you must empty all garages or sheds that you rent with this property

Until you clear the property completely, or we clear it because you fail to do so, you will remain liable to pay us a sum equivalent to your rent, together with the costs of removing, and if necessary, disposing of your personal belongings.

4.2 Once you give vacant possession to us, we are authorised by you to remove and dispose of any belongings left in the property. If we dispose of these belongings, we will take reasonable steps to tell you. We will charge you for the disposal of any personal belongings. We are entitled (but not obliged) to sell anything you leave behind. If you owe us any rent, we can set the proceeds of any sale against your arrears. Otherwise, you will be entitled to any proceeds of the sale, less our costs of arranging to sell the belongings.

4.3 You must also leave the property in the same condition (except for fair wear and tear) as it was in at the start of this agreement. If you do not, we can charge you the cost of returning the property to its condition when you moved in.

4.4 You must return the keys for the property by 12 noon on the Tuesday at the end of the tenancy.

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4.5 Any rent credits outstanding in your rent account at the end of the tenancy will be refunded to you, after any other outstanding debts to us have been paid.

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4.6 You must provide us with your new address and contact details in order for us to contact you with any queries, such as refunds, after your tenancy has ended.

Section C

Repairs and Maintenance

1. Our responsibilities

1.1 We will repair the following:

- the structure and the outside of the property including –
 - chimneys, chimney stacks and flues not including sweeping
 - roof
 - drains, gutters and external pipes
 - outside walls, outside doors, window sills, window catches, sash cords and window frames including necessary outside painting and decoration and door frames
 - fire doors
 - plaster work and skirting boards
 - pathways, steps and other means of access
 - boundary walls and fences that are our responsibility
- any shared parts of the building that the property is part of

1.2 We will keep the following in good working order

- the installations provided for space heating and water heating including immersion heaters, basins, sinks, baths, toilets, flushing system and waste pipes, cylinders and storage tanks, fireplaces and fitted fires, electrical wiring, plug sockets and fuses and communal aerials
- the systems for supplying water, gas and electricity
- any water or room heater in the property

1.3 We will do all we reasonably can to keep any lifts and shared facilities working properly.

1.4 When we are assessing what repairs and maintenance are reasonable, we can consider the age and character of the property, and how long it is likely to last.

1.5 We are not responsible for providing dustbins for individual homes, or for repairing or maintaining anything you can take away from the property, or any damage caused to the property by you, your family or visitors

1.6 We will carry out repairs that we are responsible for within a reasonable time of finding out the repair is needed. The length of time will depend on how urgent the repair is and our service standards in force at the time.

- 1.7 We will decorate the outside of the property in line with the current painting cycle. If the property forms part of a larger building, we will decorate the outside of the building and any shared parts of the inside. We will try to carry out this work in line with our current programme for this type of work.
- 1.8 We will insure the structure of the property against loss or damage by fire and other risks that we think should be covered. Your personal belongings and furniture will not be covered by our insurance policy and you must get your own contents insurance.

2. Your responsibilities and Agreements

- 2.1 You must tell us promptly about anything we need to repair or maintain. Information on how to do this is included in the Tenants Handbook, given to you at the start of your tenancy, or available upon demand.
- 2.2 You must take reasonable care of the property. You must keep the inside of the property and all window glass in good repair (except for fair wear and tear). You must also keep all internal parts of the property in good decorative condition as often as necessary.
- 2.3 In particular you are responsible for minor repairs such as
- Cracked and broken glass
 - Internal doors and door handles, hinges and cupboard catches
 - Keys, lightbulbs and plugs
 - Toilet seats and tap washers
 - Blocked sinks, washbasins and WCs
 - Minor cracks in the plaster
- 2.4 You must pay us all extra costs we incur for any repairs to the property (or any of our properties) which are needed because you, a member of the household, of anyone who has your permission to be in the property, has caused damage or neglected to do something.
- 2.5 Unless we carry out the work, you must repair any damage caused by you, members of your family, or other people in the property, to our fixtures and fittings or to the common parts (except for fair wear and tear). You must carry out these repairs as soon as possible and in a careful and reasonable way.
- 2.6 You must weed the property's gardens, and keep them and any other external areas you are responsible for in good and tidy order. This includes pruning trees and shrubs and cutting the grass regularly. If you do not do this, we may, without prior warning, come onto the property to do the work ourselves. If we do this, you will have to pay us the costs we incur.
- 2.7 You must not use any part of the property (including the garden) for storing or keeping scrap, scrap metal, rubbish, vehicle parts (including tyres).

We will not usually give permission to keep a boat or trailer at the property. If you do keep such items without permission, we may come onto the property and take the items away, and dispose of. You will have to pay us all the costs we incur.

- 2.8 You must not put up structures such as sheds, garages, outbuildings, hardstandings or pigeon lofts anywhere on the property without first getting our written permission (which we will not withhold unreasonably). If you do not first get our permission, we may require you to remove the structure, or, if you fail to do so, remove it ourselves. If we do, you will have to pay us all the costs we incur. One condition of consent may be that we will require you to remove such structure and make good any damage caused by their removal at the end of the tenancy.
- 2.9 You must allow us inside the property at any reasonable time to inspect it or carry out repairs, maintenance or improvements to the property or any property nearby. You must remove furniture, fittings, carpets, and anything else you own if this will make it easier for us to carry out repairs or maintenance. We will normally give 24 hours notice of our intention to visit to do any of these things, although in the case of an emergency we may not be able to provide notice.
- 2.10 You must also allow us or our contractors or agents inside the property to carry out gas safety checks. We will give you reasonable notice of our intention to carry out these checks, although in the case of an emergency, we may not be able to provide notice. If you fail to allow us to access your property, we will ask the Court to order that you allow us access. If we do need to go to the Court for such an order, we will seek to recover (and by entering into this agreement you agree to pay) any resulting court costs, legal fees and other associated costs from you.
- 2.11 You must not assault, threaten, harass or obstruct our staff, contractors or agents when they come to the property to carry out inspections or repairs or at any other time.
- 2.12 In an emergency (for example, if water is overflowing or somebody's life or physical welfare is at risk), we may break into the property to carry out urgent repairs. If we do this, we will repair any damage we cause to the locks, doors, windows or frames while breaking in. If the original fault is not our responsibility, you must pay us for all the costs we incur in breaking in and the cost of repair.
- 2.13 If we consider that we cannot reasonably carry out necessary repairs or improvements to the property while you and your household live there, we may require you to move to temporary accommodation for as long as it takes to carry out the work. We will tell you when the work is completed. At this point you will be required to move back to the property.
- 2.14 If damage has been caused by criminal action, you will be required to give us written evidence from the Police – normally a crime reference number. If you do not give us this evidence, you must put right the damage at your own expense or by claiming on your contents insurance.

Section D

Use of the Property

1. Illegal or immoral use

- 1.1 You must not use the property for any immoral or illegal purposes. In particular, you must not allow anyone living in, or visiting the property to be involved in supplying or using of any prohibited or controlled drug.

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2. Use of the property

- 2.1 You must move in to the property at the start of the tenancy and use it only as your main and only home. If you intend being away from your home for more than three months, you must give us the following written details before you go away:

- How long the property will be empty for
- Someone we can contact for the keys to the property
- How to contact you while you are away

You must give us the information in case there is an emergency while you are away. If you do not, we may treat the property as having been abandoned and end your tenancy by serving notice to do so.

- 2.2 You must use the property as a private residence and you must not run a business at or from the property unless you first get our written permission. We may withdraw our permission by giving you 48 hours' written notice if we think that the business is annoying neighbours, causing a nuisance or breaking the law.

- 2.3 You must not place or exhibit any notice, advertisement, sign or board on the outside of the property or inside the property so that it is visible from the outside, without first getting our permission and any relevant advertisement consent from the local authority.

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- 2.4 You must not use or keep at the property any dangerous or inflammable materials, equipment, liquid, or gases except those you would normally need for household purposes. You may not even keep these if, in our opinion, they represent a threat to the safety of members of your household, your visitors or your neighbours.

- 2.5 You must make sure that all refuse is put into the appropriate bin bags, containers or wheelie bins used for this purpose and that such refuse is not left in communal areas or any gardens (including your garden).

- 2.6 You must not tamper or interfere with or alter the electrical or gas systems, installations or meters in or serving the property.

2.7 You must not encourage vermin, pests or seagulls to your property by placing out food or because of untidy living conditions.

3. Nuisance or harassment

3.1 You must not do anything (in the property, on the estate, or in the local neighbourhood) that may cause a nuisance to or annoy or inconvenience other people in that estate or neighbourhood, people engaged in lawful activity in the neighbourhood or people employed to assist us in carrying out housing management functions.

3.2 You must not assault, threaten, harass or obstruct staff, contractors or agents at any time or place. Also, you must not allow anyone living with you (including children) or visitors to do any of these things.

3.3 You must not use record players, radios, tape recorders, televisions, CD players, amplifiers, loudspeakers, music or entertainment systems or musical instruments of any kind in a way that will annoy other people, or so they can be heard outside the property.

3.4 You must also make sure that noise in your home caused by singing, shouting, general movement, shutting of doors and moving furniture is kept to a minimum and does not cause a nuisance or annoy neighbours.

3.5 You must not harass or abuse anyone in the property or in the estate or local neighbourhood. Also you must not allow anyone living with you (including children) or visitors to do any of these things.

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3.6 You and any person living in the property, whether permanently or temporarily, and any visitor to the premises, must not cause damage to any of our properties and must not deface or damage any wall, door, fence or other part of any of our properties.

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3.7 You must not cause anyone living with you to leave the property because of violence, or fear of violence by you.

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3.8 You must not use any domestic machinery or do-it-yourself equipment in such a way or at such times (eg between 9.00pm and 7.00am) that it causes nuisance and annoyance to other people.

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3.9 You must not allow or encourage any person living on the premises, or any visitor, to commit any act that breaks conditions 3.1 to 3.7 above.

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3.10 'Harassment' or to 'harass' someone includes

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- acting in a way that threatens someone's physical or mental health, safety, security or sense of well-being
- acting in a way that has a hurtful, detrimental or destructive effect on someone's peaceful enjoyment of their home or surrounding environment

- damaging or threatening damage to property, including damage to any part of someone's home
- writing threatening, abusive, offensive, racist or insulting graffiti, and
- acting or failing to act in a way that is likely to interfere with someone's peace or comfort or to inconvenience them.
- A racist incident is any incident which is perceived to be racist by the victim or any other person, or an incident or series of incidents intended or likely to intimidate, offend or harm an individual or group because of their ethnic origin, colour, race, religion or nationality. (Macpherson Report, 1999)

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3.11. You acknowledge and accept that we will hold and use personal information relating to you. You consent to us holding and using all personal information obtained under this Tenancy Agreement (or from third parties) for the following purpose:

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- To carry out our obligations under this tenancy;
- To enforce our rights under the tenancy;
- To comply with our obligations (legal and contractual) to third parties (including without limit, to protect their health and safety) used or employed by us to carry out our obligations and enforce our rights under this tenancy;
- To carry out our obligations to other tenants.

3.12. You consent to us passing on personal information relating to you (and you warrant that all other occupants of the property have also consented to us using their personal information for such purpose) to any third party as we may decide in order to carry out the above provisions. Such third parties may include without limit:

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- Any party appointed to carry out repair and maintenance work to the property;
- Law enforcement;
- Social services;
- Local authorities
- Professional advisers.

"Personal information" for the purpose of this clause shall mean such information as we may hold on you (and other occupiers of the property).

If you have any queries as to the use by us of your personal information, then these should be submitted to us in writing.

4. Overcrowding

4.1 You must not allow the property to be overcrowded as defined in Part X of the Housing Act 1985, (as amended by the Housing Act 2004).

5. Pets

- 5.1 You must ensure that any animals, pets or birds kept in or on the property are under control at all times are not allowed to cause nuisance or annoyance to other tenants or residents in the neighbourhood, for example, entering their property without permission, or fouling communal, public or children's play areas.
- 5.2 In a flat an animal must not be kept without our written permission. An animal must not be kept in or on any shared entrances, staircases, passageways or balconies.

6. Alterations and the right to make improvements

- 6.1 You do not have the right to make any alterations, additions or improvements to your home (including putting up a television aerial or satellite dish, decorating the outside of the property or altering our fixtures and fittings including gas or electrical alterations) without first getting our written permission. We will only refuse permission if we have a good reason to, but we may set reasonable conditions to which you must keep. If you do not get our permission, do the work badly, or do not keep to our conditions, you must pay us the cost we incur in restoring the property to its original state.
- 6.2 Even if we have given our permission, before you start work you must get any other approval you need for the work (for example, planning permission or building regulations approval) and you must keep to any conditions in these approvals.
- 6.3 You must make sure the work is carried out to a proper standard, and you must keep to any conditions we set in our permission. This might include making sure that any alterations do not make any essential maintenance more difficult.
- 6.4 When we are increasing your rent, we will not take into account any improvements you have paid for. For the purpose of the rent review only, we will assume that you have complied with all of your tenancy obligations and will not make any deductions or allowances for any damage or disrepair which you have done to the property.

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7. Parking

- 7.1 You must not park any vehicle at the property, except in any garage or on any hardstanding, driveway or paved area at the property intended for parking.
- 7.2 Any vehicle kept at the property must be taxed and have a valid and current MOT and be fit for use on a public road. It must also not exceed an unladen weight of 30cwt (1.524 tonnes). The vehicle must stand on its own wheels and not be on a trailer, ramps, blocks or any other form of support. You must get our written permission if you or any members of your household want to park any other types of vehicle or more than one vehicle in the parking area. We can withdraw our permission at any time by giving you seven days notice in writing.
- 7.3 No SORN-registered vehicles are to be kept on any hardstanding or parking area without you first getting our written permission. This permission will be granted for no more than 6 months at a time.

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- 7.4 If there are allocated spaces in the parking area, you must only use the space that is allocated to you and your household. We may operate a wheel-clamping scheme on certain car parks that belong to us, where the conditions in 7.3 above are not complied with.
- 7.5 You must not carry out vehicle repairs (other than reasonable, minor repairs) or keep any unroadworthy vehicle, or attempt to sell any vehicle at or in the vicinity of the property including on any verge, path or roadway adjoining or near to the property, [unless we have granted written consent to do so](#).
- 7.6 You must not park caravans, motor homes, or other vehicles including heavy plant, trailers, or boats on the property or on any paved areas around the property.
- 7.7 By signing this agreement, you authorise us to remove any vehicle or other object that is left anywhere on the property which break these conditions, or which we think has been abandoned or is dangerous. You must pay us the cost we incur in removing and disposing of any item that any member of your household was responsible for.

8. Shared parts

- 8.1 You must keep any balcony or corridor outside the property clean.
- 8.2 You must not store anything in any shared area or keep or store any bicycle, motorbike or similar machine in any shared area.
- 8.3 You must not block the corridors, staircases, balconies or lifts.
- 8.4 You must not throw anything from any landing, balcony, corridor or window.

Section E

Sharing Your Home

1. Taking in lodgers and subletting

A lodger is someone who lives with you and shares the facilities, but may not stop you from going into any of the rooms they use.

A sub-tenant is someone who has their own self-contained accommodation in a part of your home and may share your facilities, but may stop you going into part of your home.

Sharing your home with someone may affect any benefit you receive. Get advice from us or from a Citizens Advice Bureau or an independent advice agency if you are not sure.

- 1.1 You can take in lodgers as long as you do not make the property overcrowded. You must first obtain our written permission before taking in a lodger. If you are getting housing benefit, you should inform the local housing benefit office of this change in your circumstances.
- 1.2 You can sublet part of the property as long as you first get our written permission and you do not make the property overcrowded. We will not withhold permission unreasonably. You must not sublet all of the property.

2. Assignment

'Assignment' means transferring your tenancy to someone else. You need a legal document called a 'Deed of Assignment' to do this.

- 2.1 You can only assign the tenancy in the following situations
 - If a court order made in family proceedings says you may or must assign the tenancy.
 - If you are using your right of exchange and have obtained our written consent. (This is explained in more detail under 'The right to exchange' below).
 - If the person you are assigning the tenancy to would be entitled to take over the tenancy if you died immediately before the assignment. This is explained in more detail under 'Succession rights'.
- 2.2 If you assign the tenancy in any other circumstances, or if you sublet all of the property, the tenancy may stop being assured and we will be able to end it.

3. The Right to Exchange

- 3.1 At the end of the initial 12 month period, or when the tenancy becomes an assured tenancy, you can exchange this tenancy with any secure or assured tenant (who has their landlord's permission), as long as you get our written permission. A secure or assured tenant may be a tenant or a local authority or a registered social landlord.
- 3.2 We will only refuse to give our permission for one of the reasons listed in Schedule 3 of the Housing Act 1985. You can also get a copy of the Schedule from us. If you are thinking about exchanging your property, you should also consider taking advice from a Citizens Advice Bureau, a solicitor's office or an independent advice agency.
- 3.3 If we refuse permission, or set a condition, we must tell you within six weeks of receiving your application for exchange.
- 3.4 If you exchange without asking us, while waiting for our permission, or without keeping to any condition we set, then both you and the person you exchange with may lose 'security of tenure'. This means you will have no right to stay in your new home or to get your old one back.

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4. Succession

Succession is when a relative or partner takes over the tenancy after your death.

- 4.1 There is only one automatic right of succession and it can only occur after the death of the sole or one of the joint tenants.

4.2 Under the Housing Act 1988, if you are the only tenant and you die, this tenancy will pass to your spouse or a person you live with as man and wife or your civil partner as long as:

- He or she has lived in the property as his or her only or main home at the time of your death, and
- You are not a successor yourself

'Spouse' includes a person who lives with you as if they were husband or wife.

Or to another member of your family as long as (s)he has resided with you through out the period of twelve months ending at the time of your death;

- 4.3 Any claim to succeed to a tenancy must be made in writing to us within six months of the tenant's death. We will inform everyone who claims the tenancy, the name of the person to whom we will be offering it.

- 4.4 In this agreement, 'successor' means the following people:

- A partner to whom the tenancy passed to under the Housing Act 1988.
- Someone who has a joint tenancy and has become a sole tenant.

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Deleted: 4.2. Under the Housing Act 1988, if you are the only tenant and you die, this tenancy will pass to your spouse or a person you live with as man and wife or your civil partner as long as:¶

<#>He or she has lived in the property as his or her only or main home at the time of your death through a period of 12 months ending with the tenants death, and¶

<#>You are not a successor yourself¶

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Deleted: 'Spouse' includes a person who lives with you as if they were husband or wife.¶

- Someone who becomes the tenant after exchanging under the 'right to exchange' scheme, if they were a successor under their previous tenancy.
- Someone who becomes the tenant after a court order in family proceedings, if the person from whom they got the tenancy was a successor.

5. People moving in or out

- 5.1 If another person is to join or leave your household, you must first get our written permission. If you get housing benefit, you should also tell your housing benefit office about this change in your circumstances.
- 5.2 If you have any children after you have signed this agreement, you must notify us in writing. If you get housing benefit, you should also tell your local housing benefit office.

Section F

Remedies and Procedures

1. Changing this agreement

1.1 We can change the rent and other payments set out in Section A.

1.2 Anything in this agreement can also be changed if:

- you and we both agree in writing, or
- we use the same procedure as set out in Sections 102 and 103 of the Housing Act 1985. In summary, this means we must serve you with a first notice telling you the changes we want to make to the tenancy. We will give you a reasonable time to comment on the changes. We will consider your comments and must then serve a second notice giving at least 28 days before the changes take effect and become part of the tenancy.

2. Right to consultation

2.1 We will consult you before making any changes on matters of housing management and repairs and maintenance that is likely to have a substantial effect on you. This is as set out in Section 105 of the Housing Act 1985.

3. Delivering documents

3.1 Any letter, notice or other official document that you send us will be valid if you send it to our head office at the address shown on the first page. Any letter, notice or other official document that we send you will be valid if we send it to the property or your last known address.

3.2 When we deliver a notice to the property, the notice is deemed to be fully and validly served on you.

4. General

4.1 You must make sure that members of your household and any people you invite into your home do not break the terms of this tenancy. This includes children under 18. If they do, you may be held responsible and could face legal action.

4.2 The Contracts (Right to Third Parties) Act 1999 does not apply to this tenancy. This means that nobody else can enforce any rights or obligations under the tenancy other than you and us.

4.3 Where this agreement refers to Acts of Parliament (eg the Housing Act 1985, etc), those references include any changes made to those Acts in the future.