

**ASSURED TENANCY AGREEMENT**

THIS TENANCY AGREEMENT IS BETWEEN

**Name and address of Landlord**

Derby Homes Limited ('the Landlord') of 839 London Road, Derby, DE24 8UZ which is a company limited by guarantee (Co. No. 04380984)

**And Name of Tenant(s)**

.....  
.....  
..... ('the Tenant') (In the case of joint tenants, the term 'Tenant' applies to each of them and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this Agreement.)

**In respect of Address**

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

**Description of Premises**

which comprises .....  
.....  
.....

**The Tenancy**

This tenancy begins on ..... for a week and thereafter weekly until brought to an end. This Agreement is an Assured non-shorthold tenancy.

**GENERAL TERMS**

**Payments for the Premises**

- 1 It is Agreed as follows:-**
- (1)
  - (i) The weekly rent for the Premises (exclusive of service charge) at the start of the tenancy shall be £.....
  - (ii) The weekly service charge of the tenancy shall be £. ....
  - (iii) As a condition of this tenancy you must also pay the

following sum(s) relating to Debts owed to Derby Homes or the Council

(a) Former tenancy arrears £ \_\_\_\_\_ in respect of .  
.....  
.....

(b) Repair charges of £ \_\_\_\_\_ in respect of your  
tenancy at:.....  
.....  
.....

By instalments of: £ \_\_\_\_\_ per week/month beginning  
on:.....

This payment is to be paid on top of the weekly rent/service charge.

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

**Services**

(3)  
(i) The Landlord shall provide the services in the attached schedule for which the Tenant shall pay a service charge.

(ii) The Landlord may, after consulting the Tenants, increase, add to, remove, reduce, or vary the services provided.

(iii) The Landlord 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 Landlord 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 be apportioned equally between all the properties concerned

(vi) The Landlord 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) On the first Monday in April following the start of this Tenancy the Landlord may increase or decrease the Rent by giving the Tenant not less than one calendar month's notice in writing. The notice shall specify the new Rent proposed. The new Rent will not be more than the amount the Rent Assessment Committee would have set if it had the authority to consider this Rent increase. However, to avoid any doubt, this clause does not give the Rent Assessment Committee the right to make decisions about the new Rent at this time.
- (ii) On each first Monday in April after the first Rent increase, the Landlord 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 period starting with the first Monday in April in respect of which the Notice was given, shall be the Rent so determined.
- (iii) The service charge may be varied at the same time as the rent and using the same procedure.
- (iv) The service charge may be reviewed not more than twice in any one year. The Landlord 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 Landlord for the receipt of legal notices, and any other communication arising from this Agreement, is The Council House, Corporation Street, Derby, DE1 2FT.
- (ii) Any legal notice, or any other communication arising from this Agreement, shall be validly served on the Tenant if properly addressed to and posted or delivered to the Tenant at the Premises.

**Altering the agreement**

- (6) With the exception of any changes in the amounts set for rent or service charges this tenancy agreement may only be changed with your agreement or by Us consulting tenants under the following procedure:

- We will serve a notice of intention to vary the agreement on each individual tenant. The notice will include the wording of the variation and a statement explaining the effect of the variation.
- The notice will invite comments from all tenants within a reasonable time, at least 28 days.
- We will consider any comments made by tenants before making a decision and respond where appropriate.
- We will then give individual tenants at least 4 weeks' notice before the change takes place.

**Type of Tenancy** (7) This tenancy is an Assured non-shorthold Tenancy

## THE LANDLORD'S OBLIGATIONS

### 2 The Landlord agrees

- Possession** (1) To give the Tenant possession of the Premises at 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 Landlord is entitled to possession at the end of 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 Landlord 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.

(6) To keep the exterior of the Premises and any common parts in a reasonable state of decoration.

**Housing Management**

(7) To provide the Tenant with information on its housing management policies as required by the guidance issued by the Regulator.

**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 Outgoings**

(2) To pay the Rent and service charge weekly in advance.

(3) To meet all outgoings applying to the Premises for which the Tenant is responsible, including water charges and electric and other costs whether metered or billed.

**Use of Premises**

(4) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises that might cause a nuisance or annoyance to other persons in the neighbourhood.

**Nuisance**

(5) 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 Landlord.

**Racial and other harassment**

(6) 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, 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 Landlord.

**Noise**

(7) 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. The Tenant is reminded that noise is likely to be a particularly sensitive issue between the hours of 11.00pm and 7.30am.

**Pets**

(8) You must not keep any pet or any kind of animal at the property.

**Internal decoration**

(9) 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.

**Damage**

(10) To make good any damage to the Premises or the Landlord'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 Landlord in carrying out such works in default.

**Reporting disrepair**

(11) To report to the Landlord promptly any disrepair or defect for which the Landlord is responsible in the Premises or the common parts.

**Access**

(12) To allow the Landlord's employees or contractors acting on behalf of the Landlord 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 Landlord will normally give at least 24 hours' notice but more immediate access may be required in an emergency.)

**Roadways**

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

**Overcrowding**

(14) Not to allow more than the notified number of persons to reside at the Premises.

- Lodgers** (15) Before taking in any lodger to inform the Landlord of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.
- Sub-letting** (16) Not to grant a sub-tenancy of the Premises or any part of the Premises.
- Absence from Premises** (17) To inform the Landlord, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for one month or more.
- Ending the Tenancy** (18) To give the Landlord at least one calendar month's notice in writing when the Tenant wishes to end the Tenancy.
- Moving out** (19) To give the Landlord vacant possession and return the keys of the Premises at the end of the Tenancy and to leave the Premises and the Landlord's fixtures and fittings in good lettable condition and repair. This includes the removal all furniture, personal possessions and rubbish; the Tenant is warned that if personal belongings are left behind the Landlord may pursue legal remedies for civil trespass as well as breach of Tenancy.

## 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 Landlord for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Landlord's employees or contractors).
- Tenure** (2) The Tenant shall remain an assured non-shorthold tenant so long as he or she occupies the Premises as his or her only or principal home. The Landlord 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 Landlord may end the Tenancy by giving four weeks' notice in writing to the Tenant.
- Right to take in lodgers** (4) Subject to clauses 3(15), 3(16) and 3(17) above, the Tenant may take in any persons as lodgers provided that the Tenant may not grant a sub-tenancy.
- Right to repair** (5) The Landlord shall establish a scheme providing the Tenant with a remedy if the Landlord fails to carry out its obligations to repair. The scheme shall operate in

accordance with the requirement of the Regulator as laid down from time to time. The Landlord shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

**Right to consultation**

(6) The Landlord 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**

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

**Complaints**

(8) The Landlord 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 Tenant Services Authority as laid down from time to time. The Landlord shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

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

**Succession**

(8)

(i) Succession on death of Joint Tenant

(a) If you are joint tenants, the surviving joint tenant will take over the Assured Tenancy as a sole tenant on condition that they occupied your home as their only or principal home at the time of your death. There are no further statutory rights of succession after this.

(ii) Succession on Death of Sole Assured Tenant

If you are a sole Assured tenant and as long as you are not a successor, the following persons have a right to succeed to this tenancy:

(a) your spouse or a person living with you as your husband or wife (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death;



(b) if you have no surviving spouse or partner, a member of your family (as defined below) may succeed as long as:-

- they occupied your home as their only or principal home; and
- they lived with you throughout the period of 12 months ending with your death.

#### Underoccupation/Unsuitability

If a member of your family succeeds to your Assured non-shorthold tenancy and this results in your home being underoccupied or unsuitable (for example, special adaptations installed but would no longer be required) we will offer that person alternative accommodation. We may apply for a court order under Ground 7 of Schedule 2 of the Housing Act 1988 in these circumstances

#### Assignment

(9) The Tenant has the right to assign the Tenancy with the written consent of the Landlord:

- (i) to someone that would have been qualified under clause (9)(iii) above to succeed to the Tenancy had the Tenant died; or
- (ii) when exercising the right to exchange set out in clause (10) below

#### 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 Landlord or a local authority subject to the prior written consent of the Landlord, which shall be withheld only on specified grounds.

#### Right to make improvements

(11) The Tenant may make improvements, alterations and to the Premises including the additions to, or alterations in, the Landlord's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Landlord and all other necessary approvals (for example, planning permission or building regulations approval). The Landlord shall not unreasonably withhold its consent but may make it conditional upon the work's being carried out to a notified standard. Failure to seek the Landlord's consent or to comply with the Landlord's conditions shall be a breach of the Tenant's obligations under this Tenancy.

#### Compensation for improvements

(12) The Landlord 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 Regulator as laid down from

time to time.

**Signed** on behalf of the Landlord.....

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

.....

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

.....

**Date**.....



**Data Protection:** Derby Homes is the data controller for any personal information you provide. We will observe strict confidentiality in line with the Data Protection Act 2018 Your information will only be used for Tenancy related functions of which they are intended and may be shared across departments within Derby Homes, relevant departments within Derby City Council or with other agencies as the function requires. For more information on your data protection rights as covered in our Fair Processing Notice please visit Derby Homes' website. If you require printed copy of the Fair Processing Notice contact us by email: [information.governance@derbyhomes.org](mailto:information.governance@derbyhomes.org) or alternatively you can write to us Information Governance, Derby Homes Ltd, 839 London Road, Derby, DE24 8UZ

The Data Protection Officer is Taranjit Lalria who can be contacted at the addresses above.