

Assured Tenancy Agreement



This Tenancy Agreement Is Between

Name & Address of Group — ateb group Ltd. ('the group') of Meyler House, St. Thomas' Green, Haverfordwest, Pembrokeshire, SA61 1QP which is registered with the National Assembly under Section 1 of the Housing Act 1996.

Name of Tenant — And..... ('Tenant 1')
..... ('Tenant 2')

(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 the Agreement).

Address — In respect of.....
(Town).....

Description of Premises — Which comprises..... ('the Premises')
.....
.....

Date of Start of Tenancy — The Tenancy begins on
.....

And is an assured weekly/monthly* tenancy, the terms of which are set out in this Agreement.

General Terms

Payments for the Premises

— **1. It is agreed as follows:**

(1) The weekly/monthly* payments for the Premises at the date of this Agreement shall be:-

Net rent	£	p
Service charge*	£	p
	£	p
	£	p
Total Payable	£	p

In this Agreement the term 'Rent' refers to the sum of the net rent and service charge set out above or as varied from time to time in accordance with this Agreement.

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

Services

- (3) The group shall provide the following services in connection with the Premises for which the Tenant shall pay a Service Charge*.

(Delete as necessary)

- | | |
|----------------------|------------------------|
| • Caretaker Services | • Communal Electricity |
| • Piper Lifeline | • TV Aerial System |
| • White Goods | • Fire Alarm System |
| • Communal Cleaning | • Voice Entry System |
| • Paladin Bins | • Grounds Maintenance |
| • Pumping Station | • Laundry Service |

Other.....
 (Please describe).....

Rent Review

- (4) The rent payable under this agreement shall be increased on the 1st April following the date of this agreement and subsequently on the 1st April of each successive year. The annual percentage increase (or decrease) will be that laid down by the group’s Committee of Management and notified to you at least 28 days before taking effect.

Services

- 4.1 Where ateb group provide services and furniture as detailed in the Schedule of this Agreement, you will pay a Service Charge in addition to the Rent.
- 4.2 ateb group may vary this charge every six months following the date of the original assessment or variation.

Rates & Other Charges

- (5) The Community Charge/Water Charges payable by the Tenant shall be the actual amount payable for the Premises. Payment should be made direct to the relevant Council or Water Authority.

Variation of Terms of Tenancy

- 6.1 ateb group may alter the Rent payable by you as specified in Clause 1 and as detailed in Clause 4 of this Agreement.
- 6.2 ateb group may alter the Service Charge payable by you as specified in Clause 4.2 of this Agreement.
- 6.3 With the exception of any changes in Rent or Service Charge the terms of this Agreement may only be altered by the agreement in writing of both ateb group and you.

The Group's Obligations

2. The group agrees:

Possession

- (1) To give the Tenant possession of the Premises at the commencement of the Tenancy.

Re-possession

- (2) To take immediate steps to recover possession of the property from any Tenant when they or any other occupier is convicted of:-
 - (i) Supplying/attempting to supply controlled drugs.
 - (ii) Having in his/her possession controlled drugs with the intention of supplying.
 - (iii) Allowing the Premises to be used for the consumption of controlled drugs.

All three of the clause (2) (i) (ii) and (iii) involving drugs relates to the use of drugs from their home or in the vicinity of their home.

Tenants' Right to Occupy

- (3) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where:-
 - (i) Access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property or...
 - (ii) A court has given the group possession by ending the Tenancy.

Repair of Structure & Exterior

- (4) 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 decorating and damage by the Tenant.
 - (v) Chimneys, chimney stacks and flues but not including sweeping.
 - (vi) Pathways, steps or other means of access.
 - (vii) Plasterwork excluding minor plaster cracks.
 - (viii) Integral garages and stores.
 - (ix) Boundary walls and fences.

Repairs of Installations

- (5) To keep in good repair and proper working order any installations provided by the group for space heating, water heating and sanitation and for the supply of water, gas and electricity including:-
 - (i) Basins, sinks, baths, toilets, flushing systems, gas pipes and water pipes unless damaged by the Tenant.
 - (ii) Electric wiring including sockets and switches, gas pipes and water pipes unless damaged by the Tenant.
 - (iii) Water heaters, fireplaces, fitted fires and central heating installations unless damaged by the Tenant.

Improvements

- (6) The group reserves the right to make any necessary improvements to the Premises. However, provision will be made to give maximum notice of such improvements and will include the provision of alternative or temporary accommodation, disturbance payments, compensation or a reduction or cessation of rent for the period improvements are being undertaken, should this be necessary.

Repairs of Common Parts

- (7) To take reasonable care to keep the common entrances, 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 and visitors to the Premises.

External Decorations

- (8) To keep the exterior of the Premises and any common parts in a good state of decoration and normally to decorate these areas once every six years.

Tenant's Guarantee

- (9) To provide the Tenant with information on its housing management policies as required by the guidance issued by The National Assembly of Wales (the Tenants' Guarantee).

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 other charges weekly and in advance in accordance with this agreement.

Use of Premises

- (3) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate a business at the Premises without the written consent of the group.

Nuisance

- (4) (1) Not to cause or allow members of his/her household or invited visitors to cause a nuisance or annoyance to neighbours or other Tenant's of the group.

(4) (2) Should any Tenant or other occupier be convicted of the following offences, the group will take immediate steps to recover possession of the property:

- (i) Supplying/attempting to supply controlled drugs.
- (ii) Having in his/her possession control drugs with the intention of supplying.
- (iii) Allowing the Premises to be used for the consumption of controlled drugs.

All three of the clause (4) (2), (i), (ii) and (iii) involving drugs relates to the use of drugs from their home or in the vicinity or location of their home.

Racial & Other Harassment

- (5) Not to commit or allow members of his/her household or invited visitors to commit any form of harassment on the ground of race, colour, religion, sex, sexual orientation or disability which may interfere with the peace and comfort of, or cause offence to, any other Tenant, member of his/her household, visitors, neighbours or group staff.

Noise

- (6) Not to play or allow to be played any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to neighbours or can be heard outside the Premises at any time.

Pets

- (7) To keep under control any animals kept at the Premises and to obtain the written consent of the group before keeping a dog or any other animal.

Internal Decoration

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

External Areas

- (9) To keep the external areas of the property clean and tidy, including washing down front elevations including external doors and pavements and make arrangements through the appropriate authority to remove bulk rubbish.

Damage

- (10) To make good any damage to the Premises or the group's Fixtures and fittings or to the common parts caused by the Tenant or any member of the Tenant's household or any invited visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the group carrying out such works in default. All breakages of glass are to be the Tenant's responsibility. It is recommended that Tenants take out Household Contents Insurance Policy.

Reporting Disrepair

- (11) To report to the group promptly any disrepair or defect for which the group is responsible in the structure or exterior of the Premises or in any installation therein or in the common parts.

Access

- (12) To allow:-
 - (i) The group's employees or contractors acting on behalf of the group access at all reasonable hours of the daytime to inspect the condition of the Premises or to carry out repairs, central heating services or other works to the Premises or adjoining property. (The group will normally give at least 24 hours' notice but immediate access may be required in an emergency).
 - (ii) The supplier of central heating fuel access at all reasonable hours and supply such fuel to your property and if appropriate to any adjoining property. Access will be across the garden area only.

Assignment

- (13) Not to assign the Tenancy except in furtherance of a court order made under Section 24 of the Matrimonial Causes Act 1973 or with the written consent of the group when exercising the right to exchange set out in 5 (6) below.

Overcrowding

- (14) Not to allow more than _____ (in words) persons to reside at the Premises.

Garden

- (15) If a garden communal or other is provided, to keep it clean and well maintained.

Lodgers & Sub-letting

- (16) Before taking in any lodger or sub-letting any part of the Premises, to inform the group of the name, age and sex of the intended lodger or sub-tenant and of the accommodation they will occupy.

Assured Sub-tenancies Prohibited

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

Ending the Tenancy

- (18) To give the group at least 4 weeks'/one calendar month's notice in writing when the Tenant wishes to end the Tenancy.

Properties Provided for Disabled People

- (19) To vacate the Premises if there is no longer a disabled member of the family occupying a dwelling specifically for disabled persons, provided suitable alternative accommodation is made available.

Moving Out

- (20) To give the group vacant possession and return the keys of the Premises at the end of the Tenancy and to remove all furniture, personal possessions and rubbish and leave the Premises and group's fixtures and fittings in good lettable condition and repair. The group accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy.

Parking

- (21) Not to park horse boxes, caravans, lorries or other commercial or large vehicles at the property or in the communal car parking areas.

TV Aerials

- (22) To apply to have TV aerials including satellite dishes erected on the exterior of the property.



EMERGENCY CONTACTS

ateb group **01437 763688** Freephone for Repairs: **0800 854568**
Out of Office Hours: Emergency Repairs **01437 763688** or **0800 85456**

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 group for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the group's employees or contractors) so long as the Tenant complies with the terms of this Agreement and has proper respect of other Tenants and neighbours.
- Security of Tenure** — (2) The Tenant has security of tenure as an assured Tenant so long as he/she occupies the Premises as his/her only or principal home. The group can only end the Tenancy by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 of the Housing Act 1988. The group agrees that it will not give less than four weeks' notice in writing of its intention to seek a possession order. The group will only use the following grounds to obtain an order for possession:-
- (i) The Tenant has not paid the Rent which is due (Ground 10).
 - (ii) The Tenant has broken, or failed to perform, any of the conditions of his Tenancy (Ground 12).
 - (iii) The Tenant or anyone living in the Premises has caused damage to, or failed to look after the Premises, the building or any of the common parts (Ground 13).
 - (iv) The Tenant or anyone living in the Premises has caused serious or persistent nuisance or annoyance to neighbours, or has been responsible for any act of harassment on the grounds of race, colour, sex or disability, or has been convicted of using the grounds of race, colour, sex or disability, or has been convicted of using the property for immoral or illegal purposes (Ground 14).
 - (v) Where the Tenancy has devolved under the will or intestacy of the Tenant subject to the provisions of Clause 4 (4) (succession to a spouse) and 6 (succession to family members) (Ground 7).
 - (vi) Suitable alternative accommodation is available to the Tenant, provided that in addition the group can show (Ground 9).
 - (a) That vacant possession is necessary to carry out major repairs/ redevelopment/demolition to the Premises or...
 - (b) That the Premises are needed for someone who requires the special amenities such as special adaptation for the disabled or services provided and the Tenant no longer does so or...

(c) That the Tenant is a Successor as defined in 6 (iv) other than a spouse in whom the Tenancy has vested in accordance with 4 (4) and in under-occupying the Premises.

Cessation of Assured Tenancy

– (3) If the Tenancy ceases to be an assured tenancy the group may end the Tenancy by giving four week's notice in writing to the Tenant.

Succession to a Spouse

– (4) On the death of the Tenant (where the Tenancy is held by one person) this Tenancy will vest in the Tenant's spouse 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.

Right to Acquire

– (5) Under the terms of the Assured Tenancy, the Tenant MAY have the Right to Acquire the property in certain circumstances, if they have two years tenancy – not necessarily continuous – with a Social Registered Landlord, and the property was built either partly or wholly using Social Housing Grant, after 1st April 1997.

The main exemptions to this are:

(i) Where the property is in an area defined under the Leasehold Reform and Housing (Excluded Tenancies) (Designated Rural Areas) (Wales) Order 1997.

(ii) Where the property was provided for a person with a physical or mental disability, or a property with supported needs, or for the elderly.

(iii) Where the property has a high debt burden.

(iv) National Parks Areas. Tenants will be informed at the time of letting if the property they are to occupy has the Right to Acquire.

Further Rights

– **5. By way of further rights, the group agrees that the provisions of Sections 92-94, 96-99, 104-106 and Schedule 3 of the Housing Act 1985 shall be deemed to apply to this Tenancy.**

These rights are summarised below:

Right to Take in Lodgers & Sub-let

– (1) Subject to 3(13), 3(14) and 3(15) above, the Tenant may take in any persons as lodgers or may with the consent in writing of the group sub-let part of the Premises provided that the Tenant does not grant an assured sub-tenancy.

Right to Make Improvements

– (2) 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 group's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the group and all other necessary approvals (for example, planning permission or building regulations approval). The group will not unreasonably withhold its consent but may make it conditional upon the work being carried out to a certain standard.

Failure to comply with the group's conditions may be treated as a breach of the Tenant's obligations under this Tenancy. All improvements, alterations and additions shall become the property of the group when the Tenancy is terminated and no compensation is payable.

Right to Repair

- (3) The Tenant has the right to carry out repairs which are the group's responsibility where the Tenant has reported the need for repair in writing and where the group has, without good reason, failed to carry out the repair within 28 days of receiving such report. This right may only be exercised in accordance with the regulations made by the Secretary of State under the Housing Act 1985; the group will refund to the Tenant the agreed cost of repairs carried out under these regulations. Under normal circumstances repairs will be carried out as follows:-

Priority One – Within 24 hours (Emergency)

Priority Two – Within 7 days (Urgent)

Priority Three – Commenced within 28 days (Non-urgent)

Right to Consultation

- (4) The group will consult the Tenant before making changes in matters of housing management which are likely to have a substantial effect on the Tenant.

Right to Information

- (5) The Tenant has a right to information from the group about the terms of this Tenancy and about the group's repairing obligations and its policies and procedures on Tenant consultation, housing allocation and transfers, performances, Tenant satisfaction and Tenant participation.

Right to Exchange

- (6) The Tenant has the right to exchange this Tenancy by assignment with that of another Tenant of a registered social landlord or a local authority or new town subject to the prior written consent of the group, which shall only be withheld on specified grounds. Both Tenants must comply with the group's Transfer Policy and Conditions.

Right of Succession to a Member of the Family

— **6. The group also agrees that:-**

- (1) On the death of the Tenant, provided that the Tenant was not a Successor.
 - (i) If the Tenancy does not vest in the Tenant's spouse under 4(4) above...
 - (ii) It shall be deemed to be assigned to another member of the Tenant's family who has resided with the Tenant throughout the period of twelve months ending with the Tenant's death and who occupied the Premises as his or her only or principal home at the time of the Tenant's death.

- (iii) If in (ii) above there is more than one of the Tenant's family qualified to succeed to the Tenancy, they should agree between them which shall claim it or, if they cannot agree, each may claim in which case the group shall decide to whom the Tenancy shall be deemed to be assigned.
- (iv) All claims to succeed to the Tenancy must be made to the group in writing within one month of the death of the Tenant. The group shall notify all claimants of the name of the person to whom the Tenancy shall be deemed to be assigned.
- (v) For the purposes of this Agreement a Successor shall be:-
 - (a) A spouse in whom the Tenancy was vested under the provisions of the Housing Act 1988.
 - (b) A person to who this Tenancy shall be deemed to be assigned under the provisions of this clause.
 - (c) A person who was a Joint Tenant and has become a Sole Tenant.

Finally! Time to sign...

Signed on behalf of the group

Signed by the Tenant ('Tenant 1')

..... ('Tenant 2')

Date

IF JOINT TENANCY BOTH TENANTS MUST SIGN

If the Tenant feels that the group has broken this agreement or not performed any obligation contained in it, he or she should first complain to the group in writing giving details of the breach or non-performance. If the group fails to deal with the complaint or, in the Tenant's view, continues not to comply with the Agreement the Tenant can obtain advice and information about his or her remedies at law from a local Citizen's Advice Bureau or law centre or from a solicitor.

The group is subject to any guidance on housing management practice issued by The National Assembly for Wales with the approval of the Secretary of State for Wales and this Tenancy is one to which the Tenants' Guarantee applies.

*better living
solutions*

Sample

Talking to us is easy.



Pop in and see us at:
Meyler House,
St. Thomas' Green,
Haverfordwest,
Pembrokeshire, SA61 1QP



Contact us on:
Tel → 01437 763688
Fax → 01437 763997
Freephone → 0800 854568
Email → hello@atebgroup.co.uk