

SADEH LOK HOUSING ASSOCIATION ASSURED SHORTHOLD TENANCY AGREEMENT

The tenancy granted by this agreement is an assured shorthold tenancy as defined by Section 19A of the Housing Act 1988, (as amended by the Housing Act 1996) and the provisions for recovery of possession by the landlord contained in Section 21 thereof apply accordingly.

THIS TENANCY AGREEMENT IS BETWEEN

The Landlord: Sadeh Lok Housing, a division of Sadeh Lok Housing Group Limited (the Association)
Trafford House
11 Halifax Road
Huddersfield
HD3 3AN

which is registered with the Housing Corporation under Section 3 of the Housing Act 1996 (L3807)

AND

The Tenant(s): *Name of Tenant*

(in the cases 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.)

THIS TENANCY IS IN RESPECT OF

Address: *Address of Property*

WHICH IS *Size of property*

Permitted Number of Occupants _____

Description:

(The Premises which are the subject of this Tenancy are held by the Association, a charity which is an exempt charity.)

1. General Terms

It is agreed as follows:-

Both the Tenant and the Association have certain rights and duties and these are set out in this Agreement. These conditions of tenancy concern the repair and decoration of the premises, payment of rent and the circumstances in which the Tenancy can be brought to an end, among other issues.

Start of Tenancy

The Tenancy begins on for one week, **Monday 18th January 2010** thereafter weekly until brought to an end, and is an assured shorthold tenancy, the terms of which are set out in this Agreement.

Rent

The rent is payable weekly in advance on Monday of each week with the first payment due on the date of commencement of this Agreement. The payments at the date of the start of the Tenancy are:

Net Weekly Rent	£	72.34
Service Charge	£	4.40
Total Weekly Rent	£	76.74

In this Agreement "rent" refers to the Net Weekly Rent and service charge set out above, as varied from time to time in accordance with this Agreement.

Changes in Rent

- (a) The Net Weekly Rent stated in this agreement at the date of the start of the Tenancy will apply until the 31st March following the start of this Agreement.
- (b) The Association will give at least one calendar month's notice of any increase to the Net Weekly Rent to apply from the 1st April for each year of the Agreement.
- (c) The Tenant has the right to appeal to the Rent Assessment Committee before any increase takes effect. The Rent Assessment Committee will determine an open market rent for the property and the Association will charge whichever is the lower.
- (d) Subject to sub-clause (e) below, the Association will not increase the Net Weekly Rent more than once in any year. In addition, no increase will take effect less than a year after the last increase.
- (e) At any time during the Tenancy, the Association and the Tenant may agree that the Net Weekly Rent will be increased in return for improvements to the Premises carried out by the Association. Any such agreement shall specify the amount of the increase, the date from which it will take effect and the improvements to which it relates. Any such increase will not constitute an increase for the purposes of the other sub-clauses to this clause.

Changes in Service Charge

The Association will provide the following Services in connection with the Premises, for which a Service Charge is payable as set out above:

The Service Charge will be set annually in April each year. The Association reserves the right to vary the Service Charge at any time in the event of unforeseen additional costs or savings made in the provision of the Services.

The Service Charge is your contribution towards the costs we incur, or expect to incur, in providing services for your home. These costs may be incurred before, during, or after the month we are charging you for. An explanation of the charges is attached. They include a contribution of a reasonable amount to a sinking fund to cover future costs.

The Association reserves the right to provide other services that it may deem necessary in respect of the premises, for which the Tenant will be charged.

In setting or adjusting the Service Charge, the Association will apply the provisions of the Landlord and Tenant Act 1985.

The Association will notify the Tenant in writing of any increase or decrease in the Service Charge, giving at least one calendar month's notice.

Water Rates & Council Tax

The Tenant is responsible for both of these charges, which must be paid direct to the authorities concerned.

Altering the Agreement

With the exception of any changes in Net Weekly Rent or Service Charge, this Agreement may only be altered with the consent in writing of both the Tenant and the Association.

Ending the Tenancy

By the Association

The Tenant shall remain an assured shorthold tenant for the duration of the Tenancy as long as the Tenant occupies the Premises as his/her only or principal home. So long as the Tenancy remains an assured shorthold tenancy the Association can only end the Tenancy by obtaining a court order for possession of the Premises on one or more of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996) or by serving two months' notice requiring possession of the Premises, such notice not to expire within six months of the commencement of this Tenancy.

By the tenant

If the Tenant wishes to end the tenancy he/she must give the Association at least four weeks notice in writing, such notice to end on a Sunday.

The Premises must be left without any occupant(s) in residence and the outgoing Tenant must return the keys by 12 noon on the Monday immediately after their Tenancy ends.

The outgoing Tenant must remove all furniture, personal possessions and rubbish, and leave the Premises and the Association's fixtures and fittings in good lettable condition and repair. The Association accepts no responsibility for anything left in the Premises by the Tenant after the Tenancy has ended. Any items left at the Premises by the Tenant after the Tenancy has terminated will be disposed of in any manner which the Association may think fit. The cost of such disposal may be recovered from the outgoing Tenant.)

If the Tenant stops using the premises as his/her only or principal home, the Association will take action through the courts to recover possession. Before an application for possession is made to the court, the Association will serve a Notice to Quit, giving four weeks notice to terminate the Tenancy.

The outgoing Tenant shall pay the Total Weekly Rent up to the end of the Tenancy.

Service of Notices

Any legal notice or other communication served under this tenancy (including but not limited to a notice to quit or notice requiring possession) shall be validly served on the tenant if served in one or more of the methods stated below:

- (i) posted to the Tenant at the Premises by pre-paid first class post;
- (ii) left at the Premises; or
- (iii) served personally on the Tenant.

Any notice (including any legal notices) may be served by the Tenant on the Association at the Association's registered office at Trafford House, 11 Halifax Road, Huddersfield, HD3 3AN. This Notice is given in accordance with Section 48 of the Landlord and Tenant Act 1987.

2. THE ASSOCIATION'S OBLIGATIONS

Possession The Association agrees to give the Tenant possession of the Premises at the start of the Tenancy.

The Association agrees not to interrupt or interfere with the Tenants' 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) an order of the court has excluded the Tenant from the Premises or granted possession to the Association; or
- (iii) access is required by a local authority to abate a statutory nuisance by the seizure and removal of any equipment used in the emission of noise.

Repairs To keep in good repair the structure and the exterior of the Premises, including the following:

- (i) drains, gutters and external pipes but not including clearing any blockages;
- (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;
- (v) chimneys, chimney stacks and flues but not including sweeping;
- (vi) pathways, steps and other means of access;
- (vii) plasterwork;
- (viii) integral garages and stores (including sheds) where these have been provided by the Association;
- (ix) boundary walls and fences

Repair of Installations To keep in good repair and working order (but not including clearing any blockages) any installations provided by the Association for space heating, water heating and sanitation and for the supply of water, gas and electricity, within the Premises, including but not limited to:

- (i) basins, sinks, baths, toilets, flushing systems and waste pipes;
- (ii) electric wiring, including sockets and switches, gas pipes and water pipes;
- (iii) water heaters, fireplaces, fitted fires and central heating installations.

External Decorations The Association will keep the exterior of the Premises, including any common parts, in a good state of decoration.

Gas Safety	The Association will carry out regular inspections of gas appliances, pipes and flues where provided by the Association.
Common Parts	The Association will take reasonable care to keep in repair and proper working order common entrances, halls, stairways, lifts, passageways, rubbish chutes and any other common parts including any installations for the supply of electricity, water or gas serving the Premises.
Insurance	The Association will insure the structure of your home against loss or damage by fire or other risks. You are advised to obtain your own household insurance cover for contents and damage to fixtures and fittings for which you may be responsible.
Tenants' Charter	The Association will provide the Tenant with information on its housing management policies as required by the guidance issued by the Housing Corporation (The Assured Shorthold Tenants' Charter) under the provisions of Section 36 of the Housing Act 1996.

3. THE TENANTS' OBLIGATIONS

The Tenant agrees:

Possession	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 or any part of it.
Rent	To pay the Net Weekly Rent and Service Charge (if applicable), in advance on Monday of each week.
Use of Premises	To use the premises for residential purposes, as the Tenants' only or principal home and not to operate a business at the premises without the written consent of the Association and for the avoidance of doubt not to park, repair or operate a business at the Premises in respect of caravans, trailers, commercial vehicles or vehicles of a similar nature.
Anti Social Behaviour	<p>Not to cause or allow members of the Tenants' household or invited visitors to cause any conduct which is capable of causing a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent, employee or contractor of the Association. Examples of anti-social behaviour include (but are not limited to) noise, harassment, bullying, intimidation, criminal damage, environmental damage, drug abuse, uncontrollable animals, general disputes and immoral activities.</p> <p>Not to commit or allow members of the Tenants' household or invited visitors to commit, any form of harassment or threat of harassment on the grounds of gender, sexual orientation or disability which may interfere with the peace and comfort of, or</p>

cause offence to, any other tenant, member of the Tenants' family, household, visitors, other persons in the neighbourhood, agent, employee or contractor of the Association.

Racial Harassment Not to commit or allow members of the Tenants' household or invited visitors to commit, any form of harassment or threat of harassment on the grounds of race, colour or religion which may interfere with the peace and comfort of, or cause offence to, any other tenant, member of the Tenants' family, household, visitors, other persons in the neighbourhood, agent, employee or contractor of the Association. The Association views a racist incident as being any incident which is perceived to be racist by the victim or another person..

The Association's Staff Neither to hinder, obstruct, threaten, abuse or assault any employee, agent or contractor of the Association whilst they are carrying out their duties, and not to allow any member of the Tenants' household or invited visitors to do so

Illegal or Immoral Use Not to use the Premises for any illegal, immoral or improper purposes or for any other purposes which may injure the reputation or the property of the landlord.

Common Parts Not to create or allow any obstruction whatever in the common entrances, halls, stairways, lifts, passageways, rubbish chutes or any other communal parts.

That the landlord shall have the right, without prior notice, to remove any obstruction without being liable for any loss caused.

Noise Not to play or allow to be played any machine or musical instrument including, but not limited to, radio, television, record, tape recording, compact disc, audio equipment, vacuum cleaner or washing machine so loudly that it causes nuisance or annoyance to neighbours or can be heard outside the Premises during the day or night.

Domestic Violence He/she will not inflict or threaten domestic violence against any other person nor inflict mental, emotional, physical or sexual abuse on any other person living in the Premises.

Pets Not to keep any animal on the property without first obtaining the written consent of the Association and where such consent is given to keep any animal under control and not allow it to foul the property or any communal areas. Animal includes but is not limited to birds, reptiles, mammals and insects.

Internal Decoration To keep the interior of the Premises in good and clean condition.

To decorate all internal parts of the Premises as frequently as necessary to keep them in good decorative order.

Gardens

To keep in good and tidy order any gardens or grounds forming part of the Premises. Not to park any heavy goods, commercial, public service or trade vehicle or any car, boat, caravan, trailer or similar item on any gardens or similar area not designated as a parking space.

Disposal of Refuse

Where a dustbin or refuse receptacle is not provided by the Association to ensure that a dustbin is provided to dispose of all refuse in an appropriate manner. Not to allow rubbish to accumulate and to ensure that larger items are disposed of through local authority or other collection service. Not to throw items of rubbish or any other items out of windows of the Premises.

Parking

Not to block local roadways and other vehicular access and to keep them and car parking spaces clear of unroadworthy and untaxed vehicles and other obstructions. The Tenant must obtain the written consent of the Association before parking any heavy goods, public service, trade or commercial vehicles, caravan, boat or similar item on land belonging to the Association. Any motor vehicles parked in the parking areas must be in good repair and must not be allowed to drip oil or petrol onto the parking areas.

Damage

To make good any damage to the Premises, or the Association's fixtures and fittings, or to the common parts, caused by the Tenant (or any member of the Tenants' household or any invited visitor), fair wear and tear excepted.

To pay any costs incurred by the Association in carrying out such works in default of the Tenant doing so.

Reporting Disrepair

To report to the Association promptly, any disrepair or defect in the structure or exterior of the Premises or any installation therein or in the common parts, for which the Association is responsible.

General Access

To allow the Association's employees, agents or contractors acting on behalf of the Association access at all reasonable hours of the day, to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property or to establish whether or not there have been any breaches of the Tenancy. You must allow our employees, agents and/or workmen to take such photographs or obtain videos as they shall reasonably request. (The Association will normally give at least 24 hours notice, but may require immediate access in an emergency).

Gas Safety Access

To allow the Association to fulfil its legal obligations in respect of gas safety. The Tenant must give the Association's employees, agents and contractors access to the Premises in order to carry out

annual safety checks on all gas appliances provided by the Association for use in the Premises.

If the Tenant is to install his or her own gas cooker or heater or any other gas appliance to ensure that it is fitted by a qualified gas engineer or fitter. The Tenant must also ensure that an adequate safety check is carried out by a qualified gas engineer or fitter if the appliance is second hand.

TV Receivers	Not to erect any aerial or satellite dish on the Premises without first obtaining the written consent of the Association. This includes the installation of cable networks, computer media or other apparatus.
Chimneys	Where there are chimneys or flues in use to have them swept by a reputable contractor at least once a year.
Assignment	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 Association.
Overcrowding	Not to allow more than the Permitted Number of Occupants as shown in this Agreement to reside at the Premises.
Absence from the Premises	To inform the Association, in writing, (and if possible in advance) if the Tenant is (or expects to be), absent from the Premises for 28 days or more.
Lodgers & Sub-Letting	Not to take in any lodger or sub-let the whole or any part of the Premises
Information given on Tenancy Application Form	That all information and details contained in the application form for this Tenancy are accurate. The Tenancy is granted on the basis of such information and the Tenant understands that should they knowingly have given false or inaccurate information which the Association has relied upon in granting this Tenancy, then the Association may take this incorrect information as being a ground for possession.
Recharge Policy	We will in some circumstances recharge you for work we do to the property, whether during your tenancy or when you leave. We are sometimes asked to do work that is not within our obligations to you under this Agreement, or which may become necessary if you have caused the problem or not kept to your obligations to us. This is explained in more detail in our Resident's Recharge Policy, which will be explained to you at the time you sign this Agreement, and which is reviewed from time to time.

4. THE TENANTS' RIGHTS

The tenant has the following rights:

Right to Occupy

The tenant has the right to occupy the Premises without interruption or interference from the Association for the duration of this Tenancy so long as he/she complies with the terms of this Agreement and has proper respect for the rights of other tenants and neighbours. The exception to this right is the obligation contained in this Agreement to give access to the Association's employees or contractors.

Right to Repair

The Tenant has the right to carry out repairs which are the Association's responsibility where the Tenant has reported the need for repair in writing, and where the Association 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 Section 96 of the Housing Act 1985. The Association will refund to the Tenant the agreed cost of repairs carried out in accordance with these regulations.

Right to Consultation

The Association will consult the Tenant before making changes in matters of housing management or maintenance which are reasonably considered by the Association to have a substantial and long-term effect on the Tenant.

Right to Information

The Tenant has the right to information from the Association about the Association's repairing obligations and its policies and procedures on tenant consultation, housing allocations and transfers.

Right to Request a Transfer

The Tenant has the right to request a transfer to another of the Association's properties although offers of alternative accommodation will be dependant on availability. The Association reserves the right not to transfer where there is a court order for any breach of the Tenancy including but not limited to rent arrears and anti-social behaviour.

Declaration

Having read through this Tenancy Agreement I understand its contents and I agree to abide by the terms of the Tenancy and acknowledge receipt of the Association's resident sign up pack and confirm that the information given to obtain this tenancy is full and correct. I understand that any false or misleading information given may lead to the Association taking possession proceedings against me.

SIGNED ON BEHALF OF THE ASSOCIATION

Name _____ Signature _____ Date _____

SIGNED BY THE TENANT(S)

Date _____

Date _____

Note: All information provided may be held on computer and/or manually processed and may be used or disclosed in accordance with the Data Protection Act.

For further information on your rights and responsibilities as a tenant, please refer to the Resident's Handbook.