

**THIS ASSURED TENANCY AGREEMENT IS BETWEEN
SADEH LOK HOUSING
A DIVISION OF SADEH LOK HOUSING GROUP LIMITED, (the Association)
OF: 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

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 _____
_____(The Premises)

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

Permitted Number of Occupants _____

Tenancy Commencement Date

The Tenancy begins on Monday, _____

for one week, thereafter weekly until brought to an end, and is an assured non-shorthold weekly tenancy, the terms of which are set out in this Agreement. This is NOT an assured shorthold tenancy agreement.

GENERAL TERMS

1. It is agreed as follows:-

(1) Payment for the Premises

The weekly payments for the Premises at the date of this Agreement shall be:-

Net Weekly Rent	£ _____
Service Charge (if applicable)	£ _____
The Service Charge includes a support cost of	£ _____
The Service Charge includes a sum ineligible for Housing Benefit which is	£ _____
Total Weekly Rent	£ _____

In this Agreement, the term "Rent" refers to the sum of Net Weekly Rent and Service Charge set out above or as varied from time to time in accordance with this Agreement.

(2) Rent is payable weekly in advance on Monday of each week with the first payment due on the date of commencement of this Agreement.

(3) Service Charge

The Association will provide the following services in connection with the Premises for which a Service Charge is payable as set out in Clause 1 (1) above:

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

The Association may, after consulting the tenant(s) affected, increase, add to, remove, reduce or vary the services provided. A full breakdown of the service charge is available on commencement of the Tenancy and will also be provided on the next review.

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 and for which the Tenant shall be charged.

In determining or adjusting the Service Charge, the Association must apply the provision of the Landlord and Tenant Act 1985.

(4) Changes in Rent

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

(5) Water Rates and Council Tax

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

(6) Service of Notices

(a) Any legal notice or other communication served under this tenancy (including but not limited to a notice to quit) 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.

(b) 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.

(7) 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.

THE OBLIGATIONS OF THE ASSOCIATION:

2 The Association agrees:-

(1) Possession

To give the Tenant possession of the Premises at the commencement of the Tenancy.

(2) Tenants' Right To Occupy

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.

(3) Repair of the Structure and Exterior

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.

(4) 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.

(5) Gas Safety

To carry out regular inspections of gas appliances, pipes and flues where provided by the Association.

(6) Repairs of Common Parts

To take reasonable care to keep in repair and proper working order any 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.

(7) External Decoration

To keep the exterior of the Premises including any common parts in a good state of decoration.

(8) Tenants' Guarantee

To provide the Tenant with information on its housing management policies as required by the guidance issued by the Housing Corporation (The Tenants' Guarantee) under the provisions of Section 36 of the Housing Act 1996.

THE TENANTS' OBLIGATIONS

3. The Tenant agrees:-

(1) 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 of it.

(2) Rent

To pay the Rent and Service Charge (if applicable) **in advance on Monday of each week.**

(3) Use of Premises

To use the Premises solely 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.

(4) Anti Social Behaviour

- (a) 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.
- (b) 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 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.

(5) 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.

(6) 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.

(7) Illegal or Immoral Use

Not to use the Premises for any illegal, immoral or improper purposes or for any other purposes which may be injurious to the reputation or the property or the landlord.

(8) 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 it being further agreed that the Landlord shall have the right without prior notice to remove any such obstruction without being liable for any loss caused.

(9) 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 a nuisance or annoyance to neighbours or can be heard outside the Premises during the day or night.

(10) Domestic Violence

Not to 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.

(11) 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.

(12) Internal Decoration

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

(13) 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.

(13A) 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.

(14) 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.

(15) 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 to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Association carrying out such works in default.

(16) Report Disrepair

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

(17) General Access

To allow the Association's employees, agents or contractors acting on behalf of the Association access at all reasonable times 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 immediate access shall be given in an emergency).

(18) Gas Safety Access

- (a) 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.
- (b) 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..

(18A) 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.

(18B) Chimneys

Where there are chimneys or flues in use to have them swept by a reputable contractor at least once a year.

(19) Assignment

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

(20) Overcrowding

Not to allow more than the Permitted Number of Occupants as shown in this Agreement to reside at the Premises.

(21) 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 twenty eight days or more.

(22) Lodgers and Sub-Letting

Before taking in any lodger or sub-letting any part of the Premises, to seek written permission from the Association. In order to consider this application, the Association will need to know the name, age and sex of the intended lodger or sub-tenant and the accommodation they will occupy.

(23) Prohibition of Assured Sub-Tenancies

Not to grant an assured sub-tenancy of any part of the Premises

(24) Termination of Tenancy

- (a) To give the Association at least four weeks notice **in writing** when the Tenant wishes to end the Tenancy, such notice to end on a Sunday.
- (b) Upon termination of the Tenancy to return all the keys of the Premises and 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 at the Premises by the Tenant at the end of the Tenancy. 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 and the cost of such disposal may be recovered from the outgoing Tenant.
- (c) In the event that the Tenant personally fails to reside at the property for a period in excess of one month and furnishings are substantially removed or there are any other indications that the Tenant no longer permanently resides at the Premises, the Tenancy shall be deemed to be abandoned by the Tenant and the Association shall re-enter into possession.
- (d) To pay the Total Weekly Rent up to the end of the Tenancy.

(25) Information Provided on Tenancy Application Form

The Tenant warrants 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 the Tenant knowingly have given false or inaccurate information which the Association has relied upon in granting this tenancy, then the Association may rely upon this incorrect information as being a ground for possession.

(26) 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.

THE TENANTS' RIGHTS

4. The Tenant has the following rights:-

(1) 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 (except for the obligation contained in this Agreement to give access to the Association's employees or contractors), so long as the Tenant complies with the terms of this Agreement and has proper respect of the rights of other tenants and other persons in the neighbourhood.

(2) Security of Tenure

The Tenant has security of tenure as an assured non-shorthold tenant so long as the Tenant occupies the Premises as the Tenants' only or principal home. 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).

(3) Succession by a Spouse

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 the spouse occupies the Premises as his or her only or principal home at the time of the Tenant's death and the deceased Tenant was not a successor as defined by Section 17 (1) (c) of the Housing Act 1988.

(4) Cessation of Assured Tenancy

If the Tenancy ceases to be an assured Tenancy the Association may end the Tenancy by giving four weeks' notice in writing to the Tenant.

FURTHER RIGHTS

5. The Tenant has the following further rights:-

(1) Right to take in lodgers and sub-let

Subject to 3 (20), 3 (22) and 3 (23), the Tenant may take in any persons as lodgers or may, with the prior consent of the Association, sub-let part of the Premises providing that the Tenant may not grant an assured sub-tenancy.

(2) Right to Make Improvements

The Tenant may make improvements, alterations, and additions to the Premises, including the erection of a television aerial or satellite dish, external decoration and additions to, or alterations in, the association's installations, fixtures and fittings, provided that the Tenant **has first obtained the written consent of the Association** and all other necessary approvals (for example, planning permission or building regulations approval). The Association may make any consent conditional upon the work being carried out to a certain standard. Failure to comply with the Association's conditions may be treated as a breach of the Tenants' obligations under this Tenancy.

(2A) Compensation for Improvements

The Association 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 Housing Corporation as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy.

(3) 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.

(4) 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.

(5) Right to Information

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

(6) Right to Exchange

The Tenant has the right to exchange this Tenancy by assignment with that of another tenant of a registered Housing Association, local authority, a New Town, a Housing Trust which is a charity, the Housing Corporation or Housing for Wales subject to the prior written consent of the Association.

(7) 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.

FURTHER AGREEMENTS

6. The Association also agrees that:-

- (1)** On the death of the Tenant provided that the Tenant was not a successor as defined by this clause the Tenancy shall pass to a successor who shall be either:-
 - (a)** the husband or wife of the deceased Tenant (which shall include a person living with the deceased Tenant as the deceased Tenant's husband or wife) who was living with the deceased Tenant at the date of the Tenant's death.
 - (b)** If there is no person falling within Clause 6 (1) (a) above, a member of the deceased Tenant's family (defined below) aged 18 years or more who has continuously resided in the Premises for a period of not less than twelve months ending with the Tenant's death and if more than one person satisfies this provision such person as is agreed between all persons who satisfy this

provision to be the successor or failing such agreement such person as the Association in its absolute discretion chooses to be the successor. A member of the deceased Tenant's family shall mean a parent, grandparent, child, step child, grandchild, brother, sister, uncle, aunt, nephew or niece.

- (2) The provision of Clause 6 (1) do not apply on the death of one tenant of joint tenants in which case the survivors remain as tenants but the last surviving joint tenant shall be deemed to be a successor for the purposes of this Clause.
- (3) Where Clause 6 (1) (a) applies so that the Tenancy vests in the deceased Tenant's spouse this vesting takes place by virtue of Section 17 of the Housing Act 1988 and a person living with the Tenant as his spouse shall be treated as the Tenant's spouse.
- (4) Where Clause 6 (1) (b) applies the successor acquires a right to the Tenancy by virtue of the following provisions:-
 - (a) by entering into this Agreement the Tenant contracts to assign the Tenancy on the Tenant's death to the Association which shall hold the same on trust for the successor as defined in Clause 6 (1) (b) and which shall assign the same to the successor **provided** that the conditions referred to below are met.
 - (b) The conditions are:-
 - (i) The successor shall within twenty eight days of the death of the Tenant apply to the Association for assignment setting out the grounds upon which the successor is entitled to the assignment and irrevocably agreeing to accept all outstanding obligations arising from the Tenancy.
 - (ii) The assignment of the Tenancy to the successor will not result in a breach of any term of the Tenancy and
 - (iii) the successor agrees that any statement made by that successor in seeking an assignment shall for all purposes be treated as a statement procuring the grant of the Tenancy to the successor.
 - (c) Upon receipt of the application by the successor the Association if satisfied as to the grounds of the application shall accept the successor as assignee of the Tenancy and from the date of acceptance the successor will for all purposes be the Tenant of this Tenancy and this Tenancy shall be construed in all respects as if the successor were the Tenant and the Association shall accept the successor in writing and give one copy of this Agreement to the successor.

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.

