

## Tenancy Agreement



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# Tenancy Agreement

This is a legal contract. It describes the rights and responsibilities of Bron Afon Community Housing Limited and you. Bron Afon Community Housing Limited is a Registered Social Landlord registered with and regulated by the Welsh Assembly Government under section 3 of the Housing Act 1996 and is an exempt charity.

You can telephone us or write to us if you would like to know more about anything contained in this agreement. We will do our best to help you. You can also get independent advice and information from a number of organisations such as Citizens Advice, Shelter Cymru, Solicitors, Tenants' Associations or the Equality and Human Rights Commission.

The address of the property covered by this agreement is:

.....

Property type: *(for example, house, flat, bungalow)* .....

Name of Tenant (s)	Relationship (e.g husband, wife, partner)	Date of Birth
1		
2		
3		
4		

This weekly tenancy starts on: ..... / ..... / .....

This tenancy is an assured tenancy and not an assured shorthold tenancy.

**The Total Weekly Payment is: £ .....** and includes the following charges:

Basic rent	£ .....
Service charge	£ .....
Tenancy support charge	£ .....
Water and sewerage charges	£ .....

*For the purposes of any possession proceedings you and we agree that the Total Weekly Payment will be recoverable as rent lawfully due.*

*The housing staff will provide help in completing your claim for housing benefit to help pay this if required.*



If we have filled in the box below it means that we have granted this tenancy on condition that you repay the rent and other charges owed under a previous tenancy of your home or a previous home. In addition to the Total Weekly Payment set out above you also agree to pay the arrears due at the weekly rate set out below unless we and you agree that you can pay a different amount each week.

Amount of arrears owed	Weekly amount due

The most people allowed to live in your home is:

.....

*If there is anything you don't understand, please ask a member of housing staff. You can also get help from Citizens Advice, other advice centres, Shelter Cymru or a Solicitor. Joint tenants should make a special note of sections 2.3 and 8.11.*

**Other people living with you**

Name	Relationship to tenant	Date of Birth

# 1

## About your tenancy agreement and your security of tenure

- 1.1** This agreement makes you an assured tenant of Bron Afon Community Housing Limited. Your tenancy is not an assured shorthold tenancy.
- 1.2** As an assured tenant, you can keep your home as long as you want to unless we have a legal reason (called a ground for possession, see section 12 of this Agreement) to require you to leave and a court agrees with our request to take possession of your home or to move you to another home.
- 1.3** As an assured tenant you have the right to occupy your home and we must allow you to do so. You and your family, lodgers and visitors must all behave responsibly and keep to the rules in this Agreement otherwise we have the right to apply to the court to require you to leave.
- 1.4** We can also apply to the court for possession of your home if you gave false information in your housing application.
- 1.5** If we have to move you out of your home temporarily or permanently, we will offer you another suitable home and help you with moving costs. You should also see section 3.8.
- 1.6** Should we have to take any court action against you as a result of a failure to comply with any terms or conditions of this agreement, you must repay us in full for any legal costs that we incur in taking such action. This means you must pay our legal costs on an indemnity basis.
- 1.7** If you want to see your personal housing files, please contact us in writing.
- 1.8** We may, in some instances, need to share information about you with statutory bodies such as the Council or the Department for Work and Pensions. Such information would only be shared:
  - to prevent fraud or other crime
  - to protect public funds; or
  - to ensure that you receive all the payments or subsidy for support provision you are entitled to; or
  - to protect your health and well-being or that of members of your household or the wider community.

Your signature of this tenancy agreement means you consent to the sharing of information in these circumstances.

- 1.9** You also consent to us holding and processing information (including sensitive personal data) that you have provided or has been provided by third parties (including Housing Benefit information held by the Council) or will be provided in the future to perform our functions. This may involve disclosure to certain third parties who are able to show that they are entitled to receive information. We comply with the Data Protection Act 1998 when dealing with personal data. This means your personal data will be processed in accordance with the law. By signing this Agreement you consent to us processing your personal data.
- 1.10** We and you agree that the Contracts (Rights of Third Parties) Act will not apply to this tenancy agreement. This means that no-one except you as the tenant(s) and us as the landlord can enforce this agreement. The only exceptions are where your family have rights to succeed to the tenancy in the event of your death or if you transfer the tenancy to another person by assignment or exchange in a way that is permitted under this agreement.

**1.11** When it says in this agreement that we will consult you, this means:-

- We will visit you, write to you individually or send you a newsletter;
- We will inform you of our proposals and explain our reasons before we have made a final decision to do it;
- We will also explain what other options we have considered and why we have rejected them;
- We will give you a reasonable time to give us your comments and views;
- We will listen to and take into account any comments and views you give us on the proposals;
- We will take any comments and views into account before we make the decision;
- We will write back to you explaining how your response was taken into account.

**1.12** When it says in this agreement that we will consult tenants, this means we will follow the consultation arrangements laid down in our consultation policy and procedure but this may not involve consulting you individually.

**1.13** We will provide you with a copy of our consultation policy and procedure on request. We may change the policy but we will not do so without consulting tenants.

**1.14** If you are not happy with a decision you can ask us to review the decision, in other words to look at it again.

**1.15** When we are asked to, we will review a decision. If we decide to keep to the original decision we will let you know the reasons. The review will be carried out by someone who did not make the original decision.

If you are unhappy about any aspect of the work that we do, you can make a formal complaint. We will let you have a copy of our complaints procedure if requested. Before you make a complaint formally, we would expect you to try and resolve the complaint informally by writing or speaking to or meeting the person whose service you are complaining about. However, if you have good reason for not trying to resolve your complaint informally you can complain formally straight away.

If you make a formal complaint we will investigate your complaint properly and tell you whether we think it is justified. The decision will be made by someone who was not involved in providing the service you are complaining about.

**1.16** Any notice will be deemed to have been served by the landlord on you if it is addressed to you, by first class post, by posting the notice by hand through the letter box at the property, by leaving it at the property, by sending it by recorded delivery or by affixing it to the property.

All notices regarding breaches of conditions of tenancy will be served by hand or by recorded delivery, and will be addressed to you by name, in accordance with section 196 of the Law of Property Act 1925. If you want to serve a notice on the landlord (including notices in legal proceedings) it must be posted to us or handed in at any of our offices.

**1.17** Apart from the Total Weekly Payment and the services we provide, this agreement can only be changed if you agree the changes with us.

It is important that you pay your Total Weekly Payment when it is due. If you don't, we may apply to the court for possession of your home. Contact us immediately if you are having difficulty making payment.

- 2.1** You are responsible for making sure the Total Weekly Payment is paid, whether or not you receive help with it. You must pay your Total Weekly Payment on time. It is payable weekly in advance, and is due on a Monday. It may include any charges described in paragraphs 2.5 and 2.6 below.

The Total Weekly Payment is worked out on the basis that you will pay a full year's worth in weekly payments. If your account is not in arrears, there will be some weeks each year when you don't have to pay the Total Weekly Payment. If your account is in arrears, you will have to pay the Total Weekly Payment 52 weeks a year.

- 2.2** If you do not pay your Total Weekly Payment on time, or continue to pay it late, we may take you to court to evict you from your home. If you have any difficulty paying, please contact us immediately.
- 2.3** If you are joint tenants, you are all responsible for all the Total Weekly Payment and for any arrears. We can recover all arrears owed for your home from any individual joint tenant. Even if one joint tenant leaves, he or she is still responsible for any Total Weekly Payment that may still be owed as well as the remaining tenant.
- 2.4** We can increase your basic rent on the first of April in each year though we may decide not to charge you the increased basic rent until the first Monday in April. We will give you at least one month's notice in writing of the amount of the increase and the new basic rent payable. We can decrease the basic rent at any time and will advise you in writing if we do so.
- 2.5** Your Total Weekly Payment may include payment of water and sewerage charges. The charges will vary when the companies providing the services change them.
- 2.6** We will provide the services set out at Appendix 3 for which you will pay a service charge as part of your Total Weekly Payment. We may, after consulting the tenants affected, increase, add to, withdraw, reduce, or vary the services provided or introduce new services.
- 2.7** With effect from the first of April after this tenancy is granted, we may increase your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once every 52 weeks unless there is a change in the services provided. We can decrease the service charge at any time.
- 2.8** The service charge will be calculated as follows: before April each year, we will estimate the sum we are likely to spend in providing services to you over the coming financial year. We will add to this sum any undercharges or overcharges arising from earlier years. That will be the service charge you have to pay for the year.
- 2.9** After the end of the financial year we will work out how much we have actually spent on providing services for you during the year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge for the coming year.



- 2.10** Within six months of the end of each financial year you can inspect the accounts for the services we provide to you and take copies of any papers relating to those accounts. We may make a reasonable charge for copying.
- 2.11** We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or the standard of work) you may be able to apply to the Tribunal for decision as to what is reasonable.
- 2.12** If you live in sheltered or supported housing, you have agreed to pay the support charge set out at page 2 as part of your Total Weekly Payment. If your support charge is based on your current level of need for support, these charges may also increase at any time during the year but only if your level of support need increases following a reassessment. See paragraph 15.2.
- 2.13** This paragraph will only apply if we have granted this tenancy on condition that you repay the arrears under a previous tenancy of your home or a previous home. You would not have been granted this tenancy unless you had agreed to make it a condition of this new tenancy that you pay off the arrears on your old home. (If this paragraph applies the box below will be ticked.)

Rent arrears from previous home	
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If this box is ticked then you agree to pay off the arrears in the weekly amounts shown on page 3 or at any different rate we and you agree until the arrears are cleared. You also agree that if you pay us money and do not specify how it is to be used, we can use the money first to pay off the arrears on your previous home at the agreed rate and that we may treat arrears on these repayments as arrears of Total Weekly Payment under this tenancy.

- 2.14** Any arrears owed to Torfaen County Borough Council or advance payments made to the Council for your home prior to transfer of your home to Bron Afon Community Housing Limited will transfer and become arrears or advance payments of the Total Weekly Payment due under this Assured tenancy.
- 2.15** You must keep Torfaen County Borough Council, the Department for Work and Pensions and ourselves informed about any changes to your household or personal circumstances which may affect your housing benefit entitlement or any similar benefit or entitlement.

### Our responsibilities

#### 3.1 We will repair and maintain:

- the structure and outside of the building (including roofs, walls, floors, ceilings, window frames, outside doors, drains, gutters, outside pipes, chimneys and chimney stacks);
- internal walls, skirting boards, doors and door frames, door jambs, thresholds, floors and ceilings (but not including painting and decorating);
- kitchen and bathroom fittings which we have installed (including basins, sinks, toilets and baths);
- electrical wiring, gas and water pipes;
- heating equipment and water-heating equipment;
- means of access to your home such as paths and steps leading to front and back entrances constructed by us or by the Council;
- garage, sheds and outbuildings where constructed by us or the Council;
- any shared areas around your home (including stairs, lifts, landings, lighting, entrance halls, paving, shared gardens, parking areas and rubbish chutes); and
- improvement/s by you to your home for which we have given permission and where we agreed to accept a repairing responsibility.

#### 3.2 We will paint the outside of your home where required at regular intervals to a good standard.

#### 3.3 We will clear up after we have done a repair.

#### 3.4 Where we carry out any work of repair or improvement we will ensure that the work is carried out in a proper manner with proper materials.

#### 3.5 We will take reasonable steps to ensure that your personal belongings and furniture are protected and are not damaged during any repair or improvement work to your home. You are responsible for the following unless we have agreed with you to do these for you because you are unable to do so:

- removing any carpet or floor coverings where work is required to the floor provided we have informed you in advance that work is required to the floor;
- moving any furniture out of a room provided that we have informed you in advance that the room should be empty;
- moving furniture away from a wall where work is required provided we have informed you in advance that it will be necessary to move the furniture.

#### 3.6 We will do repairs within a reasonable time. We will set timescales for different categories of repair. We will inform you of the timescale that we have set and consult tenants before we change those timescales.

#### 3.7 Anyone authorised to carry out work to your home on our behalf will have:

- a form of identification confirming that they are authorised by us to carry out the work and will be instructed to show you the authorisation before being allowed into your home.



- 3.8** Where it will be impossible for you to remain in your home because of major building repairs, complete redevelopment or demolition then we will offer you another suitable home and give you compensation and help with moving costs. We can apply to the court for possession of your home in these circumstances. If you agree to a temporary move, we have the right to take possession of your temporary home when the work on your original property is finished and require you to move back to your previous home.
- 3.9** We will not be responsible for carrying out the repair work listed in paragraph 3.1 in the following circumstances:
- if there are work or repairs for which you are responsible because of your duty to use the property in a tenant-like manner or not to damage the dwelling or allow it to be damaged;
  - works to rebuild or reinstate the property in the case of destruction or damage by fire, tempest, flood or other inevitable accident, or;
  - works to keep in repair or maintain anything which you are entitled to remove from your home;
  - repairs to any improvements you have installed without permission and/or where they are not our responsibility.
- 3.10** In determining the standard of repair required by our responsibilities to repair under this agreement, consideration will be given to the age, character and prospective life of the dwelling and locality in which it is situated.

## Your rights

- 3.11** You have the right to improve your home but if you want to make any of the improvements listed below you must get our written permission before you start any work. We may also need to see plans or diagrams of the work you want to carry out. We will not refuse permission without a good reason but we may impose conditions. If we refuse permission we will always explain our reasons to you. (Some work may also need planning and building regulation approval.) More information is available from us on request. The improvements for which you need permission are:
- any structural changes or additions to your home
  - installing central heating or a new kitchen, bath or shower
  - installing a gas fire or making any changes to water, gas or electrical installations we have provided
  - putting up a satellite dish or radio aerial used for transmitting
  - adding to or changing any of the fixtures we have provided
  - removing, adding to, altering any fence, hedge or garden wall or installing a hard standing
- 3.12** If you have carried out permitted improvements in your home and move, you may be entitled to compensation. We will pay compensation as if section 100 of the Housing Act 1985 applied to this tenancy. More information is available from us.

- 3.13** You have a right to have repairs done which are our responsibility. We will make sure that urgent repairs which might affect your health, safety or security are done as soon as reasonably practicable. If we do not do an urgent repair within a reasonable time, you may be entitled to compensation. We will pay compensation as if section 96 of the Housing Act 1985 applied to this tenancy. More information is available from us.

## Your responsibilities

- 3.14** You must report any faults or damage immediately to us. We will only carry out repairs if we know that a repair is needed.
- 3.15** You will have to repair any items you, your family or visitors (including persons unknown) damage. If you do not carry out the repair, we may do the necessary work and charge you. We will tell you about this and give you an opportunity to get the repair done first.
- 3.16** You must repair and maintain:
- your garden;
  - hedges and trees within the boundary of your home including those in any yard or garden to your home;
  - door numbers;
  - sink plugs and chains;
  - fuses other than those in the main fuse box;
  - electrical plugs and leads to your own appliances;
  - your own heating appliances;
  - decorations (except if we are responsible for this after we have carried out work to your home);
  - cookers or fridge provided by you;
  - curtains, blinds and curtain rails;
  - shelving other than shelving fitted by us.

Additionally, you are responsible for the replacement of lost keys and key fobs as well as regularly testing smoke alarms. Certain groups of tenants may not be required to do any repairs because they are unable to do so. We will provide more information in a Tenants' Handbook.

- 3.17** Where a battery operated smoke/fire detector is fitted in your home, you must maintain the smoke/fire detector in proper working order at all times and replace/renew the batteries when necessary. Any such fitted detector must not be removed from the property. This is for your own safety and that of your family.
- 3.18** You must allow our staff, contractors, agents and representatives when acting on behalf of, or on our authorisation, to enter your home either by arrangement with you or after giving you reasonable written notice (except in an emergency). Our staff or representatives may enter your home:
- to inspect the condition of your home and the installations within it and to ascertain whether there are breaches of any of your obligations;
  - to carry out repairs to your home or adjacent land;

- to service any appliances or installations which we have responsibility to maintain under the terms of this agreement or by law including gas appliances provided by us;
- to comply with any statutory requirement which falls on us in relation to the property;
- to carry out improvements to your home or adjacent land;
- to carry out disinfection or pest control to your home or common parts of the building in which your home is situated;
- in any case where we have reasonable cause to believe that there is an emergency or serious hazard affecting your home, other land or any person where access to your home is reasonably necessary to deal with that emergency in any way;
- to carry out cleaning, remove any fouling, carry out works in default, make good any damage or remove any addition, alteration or improvement to your home where these works are required by us because you are in breach of your responsibilities under this agreement.

**3.19** We will usually give 5 days notice that we require access to your home but where possible we will give longer notice and make an appointment with you if you require one.

**3.20** For the avoidance of doubt you agree that us, our employees, agents, contractors or representatives may break into your home where they or we have reasonable cause to believe that there is an emergency justifying such action and where it is necessary to gain access immediately. We will try and contact you before breaking in and make good any damage caused in these circumstances.

**3.21** You must not remove walls, or take out any other part of your home, without our written permission.

**3.22** If you make an improvement or alteration to your home without our written permission, we may ask you to return the property to how it was before. If you don't, we will do the work and charge you for it.

**3.23** If you make improvements to your home (see 3.11) and want to take the improvements with you if you move, you will be responsible for restoring your home to its original state.

**3.24** If fittings (such as satellite dishes, burglar alarms and cable systems) need to be removed for repairs or improvements, you will be responsible for their removal. If you leave your home and remove equipment, you must restore your home to its original state.

**3.25** You must not allow your home to get into a state where it could cause injury to someone's health. You must also ensure that your home does not become a nuisance or a fire risk due to your action or inaction, for example, failing to clean it.

**3.26** You are responsible for insuring the contents of your home. We have arranged a low-cost scheme with a major insurance provider which is available for tenants who wish to purchase this insurance cover. If you need more information about this, please contact us.

### Our responsibilities

- 4.1** We agree to give you possession of the property at the start of the tenancy. We will not interrupt or interfere with your right to peacefully live in the property, unless we have to urgently inspect or repair your property, you breach the terms of your tenancy or we have other grounds for requiring possession of your home (see section 12).

### Your rights

- 4.2** You have the right to take in lodgers. A lodger is someone who lives with you but isn't part of your household. They don't have exclusive right to any one part of your home, and may get some sort of service from you (such as cooking or cleaning.) You are responsible for making sure that your home is not overcrowded.
- 4.3** You can only sublet your property if you have our written permission. Subletting means that someone who lives with you pays you rent to have exclusive right to part of your home. They will usually do their own cooking and cleaning. You can't sublet the whole of your home.
- 4.4** We will consult you about any important changes to services (such as large-scale building work and changes to the way the Total Weekly Payment is collected).
- 4.5** We will consult tenants about the standards we adopt for the services provided, the nature of the services we provide and the quality of the services that you receive.
- 4.6** We will produce and make available a copy of our annual performance report covering various aspects of the housing service.
- 4.7** We will ensure that you receive the highest possible standards of service at all times within the resources we have available. Service standards will be advertised in all our offices.
- 4.8** If we do not meet our obligations under the agreement, you can:
- contact Bron Afon to discuss any problem;
  - use our complaints procedure;
  - contact your local councillor who can represent you in dealing with us;
  - write to the Public Services Ombudsman;
  - take us to court, but first you should get advice from a solicitor or Citizens Advice;
  - complain to the Council's Environmental Health Service who may take action against us.

You can get details of any of the above from Bron Afon.

### Your responsibilities

- 4.9** You must move into and take possession of the property we have provided to you at the start of your tenancy. You may not be eligible for housing benefit unless you do so.
- 4.10** You must use the property we have provided to you as your main home and you must not run a business from your home without our written permission.

- 4.11** You must tell our housing staff if you will be away from home for more than a month. (This is so we know you haven't abandoned your home.)
- 4.12** You must report any faults or damage immediately to Bron Afon. (We will only carry out repairs if we know a repair is needed.)
- 4.13** You must keep your home in good condition.
- 4.14** You must not tamper with gas or electricity supplies, or with the meters.
- 4.15** You must repair or replace any damaged property if damage is caused deliberately or by your own neglect or misuse.
- 4.16** You must not have more than the maximum number of people living in your home. The number is shown on page 3 of this agreement.
- 4.17** You must not keep mopeds, motorbikes or any machinery with a fuel engine inside your home or on indoor shared areas (such as entrance halls, stairs, landings).
- 4.18** You must keep any garden clean and tidy, clear of rubbish so that it is not a health hazard or an eyesore, and not allow it to get overgrown with weeds. This is so that it does not adversely affect the quality of the local environment for your neighbours and other residents.

## 5

## Responsibilities to the community

### Our responsibilities

- 5.1** If you report nuisance or harassment, we will give you help and advice. We will investigate your complaints and decide what action to take. Where there is harassment or victimisation we will respond quickly.

### Your responsibilities

- 5.2** You are responsible for the behaviour of every person (including children) and for pets living in or visiting your home. You are responsible for them in your home, on surrounding land, in the shared areas (stairs, landings, entrance halls, paving, shared gardens, parking areas) and in the locality of the property. We will take action against you if there is any nuisance, annoyance or disturbance for which you are responsible. If you do not stop it we can repossess your home.
- 5.3** You, your family, lodgers, visitors and pets must not cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include:
- selling or using drugs illegally
  - loud music
  - offensive drunkenness
  - dog barking and fouling or other animals causing a nuisance
  - abusive language
  - door slamming

- dumping rubbish
- playing ball games and skateboarding close to someone else's home
- badly positioned security lighting/CCTV cameras which affect others or intrude on their property
- allowing rubbish to accumulate in your garden or weeds to overgrow your garden which become an eyesore
- hoarding rubbish in your home

We will take action against you if there is any nuisance, annoyance or disturbance for which you are responsible.

**5.4** You, your family, lodgers and visitors must not harass any other persons. Examples of harassment include:

- racist behaviour or language;
- using or threatening to use violence;
- using abusive or insulting words or behaviour;
- damaging or threatening to damage another person's home or possessions;
- writing threatening, abusive or insulting graffiti; and
- doing anything that interferes with the peace, comfort or convenience of other people.

If you do not keep to this condition we have the right to take legal action against you straight away. This will include applying to the courts to end the tenancy.

**5.5** You must not obstruct, threaten, abuse, harass or assault any officers of Bron Afon Community Housing or their agents either during or outside normal working hours. You must not cause, allow or encourage anyone else to do so. This rule applies to anyone living with you or visiting your home. In extreme cases, we may need to exclude abusive individuals from our premises.

You must treat our employees and contractors properly at all times.

Likewise, you should be treated with respect by our staff and contractors. If you are unhappy with the way we have dealt with you in any instance, and wish to make a complaint, you should contact our head office who will provide a complaint form.

**5.6** You, your family, lodgers and visitors must not use your home or any shared area for any criminal activity (such as dealing or using prohibited drugs).

**5.7** You (or anyone living with you, or visiting your home) must not inflict domestic violence or threaten violence against any other person (living with you or living elsewhere). You (or anyone living with you, or visiting your home) must not harass or use mental, emotional or sexual abuse to make anyone who lives with you leave home.

**5.8** You, your family, lodgers and visitors must not:

- park a vehicle on a footpath, crossing, grass verge or paved area belonging to us or anywhere on your property except on a 'hardstanding' area (a driveway or paved area intended for parking);
- park anywhere that would obstruct emergency services.



- 5.9** You, your family, lodgers and visitors must not carry out major car repairs in your garden or on land belonging to Bron Afon Community Housing around your home or park any vehicle unless it is properly registered with the Driver and Vehicle Licensing Authority. This does not prevent occasional incidental repairs to cars for the personal use of you and your family but you must not repair a number of cars on a regular basis. You must not carry out car repairs on your property for payment. You must not spill motor oil or any other contaminant from motor vehicles in your garden.
- 5.10** You agree we are entitled to remove from your home any cars on your property which are not properly registered or which are being repaired in breach of your obligations under paragraph 5.9. We will also charge you the cost of removing the vehicle.
- 5.11** You, your family and lodgers must not put up sheds, garages, kennels, pigeon lofts, aviaries or other external structure anywhere on your property without our written permission.
- 5.12** You (or anyone living with you, or visiting your home) must not damage, deface or vandalise our property and any pet living with you or visiting you must not be allowed to damage our property. We may charge you for any repair or replacement required as a result of any such damage by you or anyone or any pet living with or visiting you.
- 5.13** You (or anyone living with you, or visiting your home) must not interfere with security and safety equipment in shared properties. You must not prop open fire or security doors or prevent them closing properly or allow strangers in through security doors without identification.
- 5.14** You must not keep an animal in your home without our prior written permission unless it is in accordance with the Animal Policy. Permission will not be unreasonably withheld.
- 5.15** You (or anyone living with you) must not run a business from your home without our written permission.
- 5.16** You (or anyone living with you) must not keep or use bottled paraffin, petrol or any other dangerous material in the property (with the exception of liquid petroleum for use in domestic heating appliances specially designed for the purpose and small amounts of fuel for garden machinery).
- 5.17** You (or anyone living with you or visiting your home) must not obstruct or leave any items on the stairs, lift, corridors, doorways, pathways or any shared parts of the building and surrounding land without permission.
- 5.18** You (or anyone or any pet living with you or visiting your home) must not foul or soil the stairs, lift, corridors, doorways, pathways or any shared parts of the building and surrounding land or drop rubbish in those areas. If you or others for whom you are responsible breach this clause, we will clear up the mess and charge you in full for doing so.
- 5.19** You must take care of key fobs provided for communal entrance doors and pay the cost of replacement.
- 5.20** You must comply with any rules and regulations we make for the communal stairs, lift, corridors, doorways, pathways or any shared parts of the building and surrounding land including rules about parking of vehicles, the disposal of rubbish and the use of rubbish chutes. We will consult you before making any such rules or regulations.

## 6

## Moving to another home

### Your rights

- 6.1** You can exchange homes with another tenant of a local authority or registered social landlord but only if you have our permission to do so and the other tenant also has permission from his or her landlord (or us if he or she is also our tenant). We will apply the rules on exchange as if section 92 of the Housing Act 1985 applied to this tenancy i.e. as if this were a council secure tenancy.

We can refuse you permission to exchange homes for any of the following reasons:

- you are in arrears until you pay off the arrears
- you have broken the terms of this agreement until you put the breach right
- we have obtained a court order against you requiring you to leave your home
- we have begun court proceedings against you requiring you to leave your home or served you with a notice that we intend to take court proceedings
- your home is larger than needed by the tenant whom you are proposing to swap with
- we only provide your home to certain categories of people (e.g. people with physical disabilities) and the tenant whom you are proposing to exchange with does not fall into any of those categories
- we provide specialist support or specialist accommodation for people with special needs and if you exchange there would be no-one living in your home who has those needs.

- 6.2** You have the right to apply to move to another home we provide. You will have to go on the housing register. Your right to transfer will be considered against the rules set out in our allocation policy.

## 7

## Transferring your home to someone else

- 7.1** You must not transfer (assign) your tenancy to any other person except in one of the following three circumstances:

- A court in family proceedings orders you to transfer your tenancy;
- You exchange homes with our permission; or
- You transfer (assign) the tenancy in the circumstances permitted in paragraph 7.2.

- 7.2** Assignment is permitted only if you have not succeeded to the tenancy from someone else. We can advise you if this is the case. Assignment is only permitted to:

- your husband, wife or partner
- a member of your family who has lived with you throughout the last 12 months.

The following people count as members of your family for this clause: parent, grandparent, child (including a stepchild), grandchild, brother, sister, uncle, aunt, nephew, niece. In this section and Part 9, “Partner” means a man and a woman living together as husband and wife and same sex partners living together whether or not they have also registered as civil partners.

# 8

## Leaving your home and your rights to end your tenancy

### Our responsibilities

- 8.1** We will inspect your home when you end your tenancy. You will be charged for any repairs, removal of items or decoration you were responsible for unless you carry these out before you leave your home.
- 8.2** If you die, we will end your tenancy after we receive notice in writing from your next of kin. We will charge the cost of any outstanding repairs or redecoration you were responsible for to your estate.
- 8.3** We accept no responsibility for anything you leave at the property at the end of your tenancy. You will be responsible for the cost of storage of any items left behind even though your tenancy has ended and if we store these items we can recover the storage and removal costs from you. We will store anything you leave behind for a minimum of 7 days and notify you if we know your address. You agree to authorise us to dispose of anything you leave behind after keeping it for 7 days and to use any proceeds of disposal to pay for storage costs incurred. If we have a means of contacting you, we will contact you before disposing of any of your possessions and ask you to collect them.
- 8.4** If your property is abandoned, we will:
- investigate the matter to make sure you have abandoned the property; and
  - take action to repossess the property.
- 8.5** We may require access to your home in the four weeks prior to the end of your tenancy to show prospective tenants around. You will be given at least 3 working days notice before any visit.

### Your responsibilities

- 8.6** If you want to leave your home, you must give us at least four weeks written notice. The notice must end on a Monday and you must return all your keys to our offices on the day you leave, including keys to communal areas and door entry fobs.
- 8.7** You must leave the property, the fittings and any furnishings we have provided in good condition when you go.
- 8.8** You must pay for repair or replacement if damage has been caused deliberately or by your own neglect. You will not have to pay for normal wear and tear.
- 8.9** If you have made any improvements or alterations to your home without our permission you must return the home to how it was before you made the improvements. If you don't, we will do the work and charge you for it.
- 8.10** You must not leave anybody else living in your home when you move out.
- 8.11** Any joint tenant can end the tenancy by giving us four weeks written notice. We will decide whether any other joint tenants can stay in the property in line with the rules and conditions of our allocation policy.
- 8.12** When your tenancy ends you are still responsible for paying us any money you owe under this agreement.

## 9

## Your family's rights if you die: Succession

- 9.1** If you are the only named tenant and have not taken over this tenancy under the rules set out below under this tenancy or a previous tenancy of the property that is your home then when you die the tenancy will pass under the rules set out below. This is known as "succession".
- 9.2** If there are two joint tenants and one of you dies, the surviving tenant will become the only tenant.
- 9.3** If you are the only named tenant and die your tenancy will pass to your husband, wife or partner if they were living with you when you died.
- 9.4** If you are not married and have no partner living with you when you die then another member of your family or a person living with you who is caring for you can become the tenant if they were living with you for at least 12 months before you died. The members of the family that count for this paragraph are your parent, grandparent, child, step-child, grandchild, brother, sister, aunt, uncle, nephew and niece.
- 9.5** If anyone wants to have the tenancy transferred to them under paragraph 9.3 or 9.4 they must write to us as soon as possible but in any event no later than three months after your death.
- 9.6** If your home is not suitable for a person who is entitled to the tenancy under paragraph 9.4 because of its size or the type of home then we will offer that person a suitable alternative home. If he or she refuses to move to that alternative home then we will take court action to recover possession of this home.
- 9.7** If more than one person qualifies to become the tenant then we will decide who will take the tenancy but we will take into account any wishes you have expressed in writing during your lifetime.
- 9.8** Anyone who does not qualify to succeed to the tenancy under these rules will not be assured tenants even if they continue to live in the home.
- 9.9** If there has already been one succession under the rules set out above, we will allow a second succession to take place to a husband, wife or partner under the same rules. We will also allow a second succession to a family member or carer but only if he or she has been living in the home for five years before you died.

## 10

## The preserved right to buy

- 10.1** If you were a secure tenant of Torfaen County Borough Council and had the right to buy under your tenancy with the Council and your tenancy was transferred to Bron Afon Community Housing then you continue to have the right to buy your home. This right is preserved by law under the Housing Act 1985 and regulations made under that Act. Contact us for further details.
- 10.2** If you were an introductory tenant of Torfaen County Borough Council immediately before we became your landlord then we will give you the right to buy your home as far as possible on the same terms as the preserved right to buy if you meet the eligibility criteria.
- 10.3** If you die and a person succeeds to your tenancy under part 9 of this Agreement, they will take over any preserved right to buy if you had that right.

# 11

## Your rights to manage your own homes

- 11.1** Under the Rules of Bron Afon Community Housing, if communities wish to take over the running of elements of the housing service themselves we will develop proposals for them to do so. If the proposals are supported by a majority of tenants in that community, then the Board of Bron Afon Community Housing will assist that community to take over the agreed responsibilities. If you would like more details please contact us.

# 12

## Our rights to repossess your home

- 12.1** As long as you are an assured tenant, we can only end the tenancy by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended). The court will make the order only if we have served on you a written notice complying with the requirements of the Housing Act 1988 (as amended) or the court considers it just and equitable to dispense with service of such a notice.
- 12.2** As an alternative to gaining possession of your home if you or your family, lodgers or visitors are responsible for anti-social behaviour or have used your home for illegal purposes we also have the right to apply to the court for a demotion order. The effect of a demotion order is that your assured tenancy will end and you will be given a new demoted assured shorthold tenancy.
- 12.3** We will give you at least four weeks notice of our intention to seek a possession order except where proceedings involve nuisance or domestic violence (Grounds 14 and 14A).
- 12.4** We will only use certain grounds to seek to recover possession of your home. The only Grounds we will use are Grounds 6, 7, 9, 10, 12, 13, 14, 14A, 15, 16 and 17. These Grounds are summarised in Appendix 1 to this agreement.
- 12.5** We have agreed that we will not serve notice (or ask the court to dispense with service of the required notice) to obtain possession of your home on Grounds 1, 2, 3, 4, 5, 8 and 11 of Schedule 2 of the Housing Act 1988. These Grounds are summarised in Appendix 2 to this agreement.
- 12.6** If this tenancy stops being an assured tenancy, we can end the tenancy by giving you four weeks written notice. For example, the tenancy stops being an assured tenancy if you are not using the property as your main home.

# 13

## Extra conditions for tenants of high and low-rise flats

**13.1** Where the dwelling is a flat which forms part of a building:

- We are responsible for keeping the structure of the building in which your flat is situated in repair if a failure to repair will affect your enjoyment of your home or of any of the communal areas and provided that we are the owners or leaseholder of the building;
- We are responsible for keeping any heating or hot water installations that provide heating and hot water to your home in proper working order if they are under our control.

**13.2** You must not hang washing on common balconies or stairways.

**13.3** You must not throw or drop anything from balconies as this may cause injury or damage.

**13.4** You must only use the refuse disposal chute for the disposal of domestic rubbish.

**13.5** If your family circumstances change and you tell us we may award you housing needs priority to help you move to more suitable accommodation.

**13.6** You (or anyone living with you) must not keep or use liquid petroleum for use in domestic heating appliance systems.

# 14

## Extra conditions for tenants of part/fully furnished accommodation

**14.1** You have been provided with the furniture itemised in the attached inventory which you have signed. The furniture provided remains the property of Bron Afon Community Housing. If you end your tenancy or exercise the right to buy, you must return all of the furniture listed in the inventory in good condition and repair. You remain responsible for the furniture until your tenancy has been terminated.

**14.2** You must keep the furniture in good condition and repair. You should notify any damage to us. You must not remove any furniture from your home or cause deliberate damage. In the event of loss or damage, we may charge you the value of the loss or damage and take appropriate legal action.

**14.3** You must allow reasonable access to our staff to inspect the furniture periodically and to take an inventory of the furniture prior to the expiry of your tenancy.

**14.4** You must provide a forwarding address when you leave your home.

**14.5** Should you cease living in your home and fail to give the required four weeks notice to us we reserve the right to enter the property and recover the issued furniture without notice.



# 15

## Extra conditions for tenants in sheltered and supported housing

- 15.1** If you are living in sheltered or supported housing you agree to accept and pay for the minimum support service provided for the tenants of your sheltered or supported housing and any additional support which is assessed as being required on the basis of your current need. We will reassess your need with you on a regular basis.
- 15.2** The charge shown on page 2 is based on your current need at the time this agreement is issued and includes the minimum support charge. The charge may be varied following any reassessment of your needs if your needs have changed.
- 15.3** We may, in some instances, need to share information about you with Torfaen County Borough Council or the Department for Work and Pensions. This is to ensure that you receive all the payments/subsidy you are entitled to. By signing this tenancy agreement you consent to us sharing information about you for this purpose.

# National Fraud Initiative

## Important Notice To All Tenants National Fraud Initiative (NFI)

This notice informs you that the data held by us in relation to your tenancy will be used for cross system and cross body comparison for the prevention and detection of fraud. This means that the information we hold will be matched with information held by other bodies such as the Department for Work and Pensions and Council.

*All tenants must sign below after reading this agreement*

The information I gave in the housing application form is true. I understand and agree to the conditions in this tenancy agreement.

Each tenant must sign below:

Print name: .....

Signature of Tenant:

Date:

Print name: .....

Signature of Tenant:

Date:

Print name: .....

Signature of Tenant:

Date:

Print name: .....

Signature of Tenant:

Date:

To be completed by Bron Afon staff:

Position:

Officer:

Tenancy reference number:

Date:

# Appendices

## Appendix 1

This is a summary of the grounds for seeking recovery of your home that we can use where appropriate.

### **Schedule 2 of the Housing Act 1988 – Grounds for Possession of Dwelling houses let on Assured Tenancies.**

#### **Part I**

#### **Grounds on which Court must Order Possession**

**Where we plan to demolish your home or do major work to it that requires it to be empty.**

**Ground 6** We intend to demolish your home or restructure the building or part of the building which contains your home, or carry out substantial works on your home or the building and we need your home empty to carry out the work.

**Where the tenant has died and no-one is entitled to succeed to the tenancy.**

**Ground 7** The tenancy has been inherited under a will or on intestacy but the person is not entitled to succeed to it.

#### **Part II**

#### **Grounds on which Court may Order Possession**

**Where Bron Afon will rehouse you to a more suitable home.**

**Ground 9** Where we have offered you suitable alternative accommodation and we can show that:

- We intend to demolish your home or restructure the building or part of the building which includes your home and we need your home empty to carry out the work; or
- Your home has special features (which you do not need) for an older person or a person with disabilities and we need your home for someone who needs these special features; or
- You took over the tenancy as a successor and there are too few people living in your home considering its size. This clause will not apply where the successor is a husband or wife or civil partner or a person living with you as your husband or wife (including same sex partners) where succession leads to under-occupation.

#### **Rent arrears**

**Ground 10** You have not paid the rent that you owe.

#### **Breach of tenancy**

**Ground 12** You have broken, or failed to keep to any of the conditions of this Tenancy Agreement.

#### **Damage to your home**

**Ground 13** You or anyone living with you has damaged or not looked after your home or its surroundings, or anyone in your household has damaged your home and

you have not taken reasonable steps to evict that person from your home.

#### **Nuisance, anti-social behaviour or illegal activity**

**Ground 14** You or anyone living in or visiting your home has been guilty of conduct causing or likely to visiting, or otherwise engaging in lawful activity in the locality or you or anyone living in or visiting your home has used your home for an illegal or immoral purpose or been convicted of an arrestable offence in or in the locality of your home.

#### **Domestic violence**

**Ground 14A** You lived at your home as a married couple or as a couple living together as husband and wife and one partner has left because of domestic violence and we can show that the partner who has left is unlikely to return.

#### **Damage to furniture**

**Ground 15** You, or anyone living in your home, has damaged furniture provided for use under the tenancy. Your lodger or sub-tenant has caused damage to furniture provided under the tenancy and you have not taken reasonable steps to evict that person from your home.

#### **Your tenancy was provided with your job**

**Ground 16** We let your home because of your job and you no longer have that job.

#### **False information used to get your tenancy**

**Ground 17** You or someone acting on your behalf made a false statement to get this tenancy.

## Appendix 2

### **Grounds that Bron Afon will NOT use**

This is a summary of the grounds for seeking recovery of your home that we cannot and will not use. These are all contained in Schedule 2 of the Housing Act 1988.

**Ground 1** The landlord used to live in the property as his or her main or only home.

**Ground 2** The property is subject to a mortgage and the mortgage lender wants to sell the property to pay off mortgage arrears.

**Ground 3** The property was let for the purposes of a holiday.

**Ground 4** Out of term student accommodation.

**Ground 5** Minister of religion's house.

**Ground 8** 8 weeks arrears of rent.

**Ground 11** Persistent delay in paying rent.

## Appendix 3

We will provide the services listed here. If by error or omission this list does not include all of the services which are actually provided to you we reserve the right to give to you a corrected and/or updated list, in substitution for this one.

Category	Service	Cost
A	Window cleaning - eligible	
B	Grass cutting	
B	Grounds maintenance (including grass cutting, hedge maintenance, tree management, litter removal)	
B	Site cleaning	
B	Communal maintenance	
B	Mobility scooter plug-in facilities - installing, maintaining and running	
B	External access lighting and maintenance	
B	Communal cleaning and block cleaning including costs for the provision of service	
B	PAT Testing	
B	Communal lighting and emergency lighting	
B	Communal electricity	
B	Communal gas	
B	Communal water and sewerage	
B	Communal heating - plant and equipment	
B	Health and safety charges and checks (including services) for communal areas	
B	Pest control	
B	Fire and alarm - maintenance, services, testing, replacement and repairing equipment.	
B	Fire risk assessments and fire-fighting equipment	
B	Communal laundry	
C	Communal aerial maintenance	
C	Secure building access - provision, maintenance, cleaning and repair	
C	CCTV - internal and external communal areas	
C	Communal lifts (including stair lift) - provision, cleaning maintenance and repair	
C	Communal adaptations	
C	Communal refuse collection	
C	Communal telephone	
C	Management charge for provision of services	
D	Furniture and appliances within the home	
I	Personal gas	
I	Personal electric	
I	Personal water and sewerage	
I	Personal laundry services	
I	Counselling, medical or support services	
I	Communal TV license/cable/satellite provision	
I	Communal furniture and recreational equipment	
I	Installation, maintenance or repair of special equipment or adaptations within a dwelling	
I	Individual emergency alarm systems	
I	Other communal, social and recreational areas	
I	Individual garden maintenance	
I	Window cleaning - ineligible	
I	Depreciation	
I	Other services	
I	Communal area contents insurance	

### Key

Category	Description
A-D	Eligible for Housing Benefit
I	Ineligible for Housing Benefit