

Tenancy agreement

This agreement is a legal contract. It describes your and our rights and responsibilities. Sign this agreement only if you want to be bound by it. If you are not sure about this, get legal advice from a solicitor, Citizens Advice or a law centre.

This tenancy agreement is between:

you,

(in the case of joint tenants, 'you' applies to each joint tenant and the names of all joint tenants should be written above). Each of you has all the responsibilities and rights set out in this agreement; and

- **us**

We are your landlord

- **Our address is Collins House, Bishopstoke Road, Eastleigh SO50 6AD**

We are part of a group of companies known as Abri, of which the parent company is Abri Group Limited.



The landlords within the Abri group of companies are set out in the table below. They are all registered with the Regulator of Social Housing.

NAME	REGISTERED OFFICE	REGISTERED PROVIDER NO.	REGISTERED SOCIETY NUMBER UNDER THE CO-OPERATIVE & COMMUNITY BENEFIT SOCIETIES ACT 2014
Abri Group Limited	Collins House, Bishopstoke Road, Eastleigh SO50 6AD	L4172	8537
The Swaythling Housing Society Limited.	Collins House, Bishopstoke Road, Eastleigh SO50 6AD	L0689	10237R

All the landlords within the Abri group trade under the name of Abri

The Swaythling Housing Society Limited provides management services for the landlords in the Abri group. The Swaythling Housing Society Limited (trading as Abri) will manage this tenancy. References in this agreement to 'us', 'we' and 'our' include references to Swaythling acting on your landlord's behalf.

If Special Terms and Conditions apply to this tenancy, they are set out at Appendix 2. The Special Terms and Conditions form part of this agreement and you must follow them.



DETAILS ABOUT YOUR TENANCY

The tenancy applies to the property at «offeraddress1»
 «offeraddress2»
 «offeraddress3»
 «offeraddress4»
 «offerpostcode»
 (“the property”)

This is a tenancy for an initial term of one week starting on «tncystart»
 (“the start date”)

It will then continue as a weekly periodic assured tenancy until either we or you bring it to an end.

You must pay your rent, service charge and any other charges (if any) every Monday for the week ahead. This includes the following charges:

Other charges:

Heating charges	£
Water charges	£
Alarm charge	£
Support charge	£

Total Weekly Payment	TOTAL	_____	«rent»
		=====	

For the purposes of any possession proceedings, you and we agree that the service charge will be recoverable as rent lawfully due

The maximum number of people allowed to live in the property is:

Type of property

Number of bedrooms

The property includes the fixtures and fittings and any garden, paths, hedges and/or fences, garages and outbuildings owned by us and which we tell you in writing form part of this agreement. It does not include any loft or loft spaces.

Name of Occupants (include all Tenants & Occupants)	Relation	Date of Birth	Sex
<p>You are not entitled to bring in new occupants without our prior written permission and any such permission will be subject to you having completed the Right to Rent. Allowing a new occupant into the property without our permission will be treated as a breach of this tenancy.</p>			

1 ABOUT YOUR TENANCY

- a. This is an assured tenancy, within the meaning of the Housing Act 1988. It is not an assured shorthold tenancy. This means that you are an assured tenant. The terms of the tenancy are set out in this document (your tenancy agreement).
- b. While you remain an assured tenant, we will only try to gain possession of the property if there are good reasons (known as grounds) for doing this. The grounds that we can use are set out in the Housing Act 1988 as amended from time to time. We will only take action to evict you if one or more of these grounds for possession apply and we will also need the court to agree with our request to evict you. (See Section 15 for more information).

The rest of your tenancy agreement is set out in the following sections.

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2 YOUR RENT AND SERVICES

Paying your Rent and Other Charges

- a. By law, you must pay your rent and other charges on time. If you do not, we can ask the court for permission to evict you from the property. Your rent and other charges are due every Monday for the week to come. This applies from the day you sign this tenancy agreement. If a tenancy has not started on a Monday, the rent and other charges due will be the relevant proportion of the week's rent and other charges up to the Sunday of that week.
- b. If there is more than one tenant (joint tenants), each of you are responsible for keeping to all the terms of your tenancy agreement, including paying the rent. We can collect all current rent due for the property from any joint tenant.
- c. If you are receiving benefit/credit from the Government to help you pay your rent and other charges, you agree to make sure we receive the benefit/credit on or before the date your rent is due. You are responsible for telling the relevant authority promptly if your circumstances change in a way that may affect your entitlement to benefit/credit.
- d. Unless there are good reasons why you cannot do so, you agree to pay your rent and other charges direct from a bank account via standing order or direct debit, whether you are in receipt of benefit/credit or not. If you end the standing order or direct debit without our agreement, we will treat that as a breach of your tenancy agreement.

Changes in Rent

- e. We may increase your rent on the first Monday in April each year (or such other date as we decide). We will give you not less than one month's notice of the increase. The notice will specify the revised rent. While we remain your landlord the revised rent will be set in accordance with our rent policy from time to time in force and in any event, at a level no higher than the amount which would have been set for your home by the First Tier Tribunal (Property Chamber – Residential Property) or any other adjudication body that may replace it, if it had jurisdiction to set the rent increase. The effect of this clause is that section 13 of the Housing Act 1988 does not apply to any rent increase under this clause and you do not have the right to refer any such increase to the First Tier Tribunal (Property Chamber – Residential Property) or any other adjudicating body that may replace it. We can reduce the rent at any time.

Service Charges (where applicable)

- f. We will provide the services listed within this agreement. By law, you must pay a service charge for them. We will charge you a fair proportion of the cost of providing these services which we will assess in a reasonable way. 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.

Calculating your Service Charge

- g. We calculate your service charge by working out the estimated costs of providing these services in a 12-month accounting period and dividing these costs on a fair basis between those tenants who receive them. We may charge for services based on the reasonable costs you had to pay during the previous accounting period or based on estimates for the current or next accounting period. We may carry forward to the next accounting period the difference between any estimated and actual costs. By “actual costs” we may (on occasion) include in this definition an element of estimated costs for part of a 12-month accounting period if, when we are calculating the actual costs, we have only received bills or statements for part of the accounting period in question and not the full 12 months. These estimated costs will be calculated in a reasonable way and in the same manner as the rest of your service charge payments. This means that if the actual costs exceed the estimated costs for an accounting period, any shortfall will be charged in the following accounting period or periods. Or, if the actual costs were less than the estimated costs, the saving will be reflected in the next or subsequent accounting periods.

Changes to your Service Charge

- h. After we have consulted with you, we can add to, remove, reduce or change the services in this agreement and charge you for the services through the service charge.
- i. We may review the service charge no more than twice a year. We will give you one month’s written notice if we do make any change.

Sheltered or Supported Housing

- j. If you live in sheltered or supported housing, you have agreed to pay the alarm charge and any applicable support charge. This will be on top of your rent and service charge. You may be required to sign a separate support agreement. If you are on Housing Benefit or Universal Credit (or any other welfare benefit that may replace them) the alarm and support charge may be covered by a grant, depending on the Local Authority area where you live.

- k. If you live in sheltered or supported housing, you must tell us if you become eligible for Housing Benefit or Universal Credit (or any other benefit that may replace them), or if you stop being eligible. This is so we can collect your alarm and support charge properly.

Arrears, Advance Payments and Credits

- l. If, when this tenancy is granted, you have made any advance payments or you are in arrears of rent or other charges for the property or any other property which we have previously let to you, then we will:
- (a) credit the amount of any advance payment to your rent account; or (if applicable)
- (b) debit the amount of any arrears to your rent account.

You agree that any arrears of rent or other charges due from you for the property or any other of our properties occupied by you before the tenancy start date are to be treated as arrears under this tenancy agreement and we can claim them as rent lawfully due.

- m. You agree that if you have a credit balance on your rent account (including at the end of your tenancy) we can debit this to settle any other outstanding charges that you may owe us.
- n. Should you enter into any insolvency arrangement, such as bankruptcy or debt relief order, which writes off any rent arrears, this will constitute a breach of your tenancy and therefore may result in us taking further action.

Service-charge list for houses

Here is a list of the services you will receive at your property and for which you must contribute a weekly amount.

General items	
Gas and electricity in shared areas	
Heating and hot water	
Water or waste water in shared areas (and in properties not billed directly by the supplier)	
Cleaning in shared areas	

General items -continued	
Removing rubbish	
Running lighting and heating in shared areas	
Maintaining the grounds, including grassed areas, shrub beds and car park	
Other costs, for example, pest control and signs	
Our management and administration costs	
Your contribution to 'capital' items. This covers the cost of buying or replacing any equipment used in providing the services, for example fire alarms or extinguishers and shared dustbins.	

Special facilities (if these apply)	
Resident or project manager	
Care-call system	
Waste-water treatment	
Door-entry system	
Laundry equipment, including maintaining rotary dryers in shared grounds	
Maintaining shared TV equipment, such as an aerial, booster or satellite dish	
Fire-protection equipment	
Maintaining shared boilers	

Service-charge list for flats

Here is a list of the services you will receive at your property and for which you must contribute a weekly amount.

General items	
Gas and electricity in shared areas	
Heating and hot water	
Water or waste water in shared areas (and in properties not billed directly by the supplier)	
Cleaning in shared areas	
Removing rubbish	
Running and maintaining the door-entry system	
Running lighting and heating in shared areas	
Running and maintaining laundry equipment, including shared rotary dryers	
Running and maintaining shared TV equipment, such as an aerial, booster or satellite dish	
Running and maintaining fire-protection equipment	
Maintaining the grounds, including grassed areas, shrub beds and car park	
Other costs, for example, pest control and 'no ball games' signs	
Our management and administration costs	
Your contribution to 'capital' items. This covers the cost of buying or replacing any equipment used in providing services, for example fire alarms or extinguishers, shared dustbins and lifts.	

Special facilities (if these apply)	
Running costs and maintenance for lifts	
Resident or project manager	
Care-call system	
Payphone	
Waste-water treatment	

Drainage & Sewage Charges

Some of our properties (usually those in rural areas) are not connected to publicly maintained drains and sewers and a private drainage system is in place. The property may have part of the private sewer or drainage system in place under it and/or it may connect to a shared system, part of which falls outside the boundaries of the property and in some cases part of the system, such as the treatment plant, may not even be on land that we own. If your property is one of these then the following are a list of the services that will be provided and for which you must contribute a weekly amount.

These charges form a discrete part of the service charge you are required to pay.

These services are in addition to the repairs and maintenance responsibilities we have by law and comprise the following:

- Collection by contractor;
- Treatment if required by water authority;
- Call outs;
- Jetting;
- Refills;
- Repairs and maintenance;
- Ground maintenance;
- Electricity charges in respect of plant;
- Water charges in respect of plant;
- Environment Agency or other public agency charges;
- Non domestic rates;
- Provision of plant and equipment (this means your contribution to the costs we have incurred or we reasonably anticipate we will need to incur in connection with the future upgrading, replacement or renewal of any plant or equipment used in providing the services);
- Charges made by any third-party landowner in respect of use of plant on their land;
- Any other reasonable costs (and this may include legal or other professional services costs) incurred or to be incurred by us in relation to the provision (which may include the cost of acquiring sites or legal rights over third party land) maintenance repair renewal or improvement of such systems.

Shared Properties

- As long as we have first carried out a consultation with you, you agree that you will pay an equal contribution of the costs of repairing or replacing any communal furniture or equipment. You will be notified of your contribution and the date by which you must pay. Failure to pay the contribution by the requested date will be treated as a breach of your tenancy.

3 REPAIRS AND MAINTENANCE – OUR RESPONSIBILITIES

We will:

- a. Keep the main structure and exterior of the property and any outbuildings we provide (including roofs, walls, floors, ceilings, window frames, outside doors, drains, gutters and outside pipes) in repair and the property fit for human habitation.
- b.. Keep the following repaired and in proper working order:
 - Kitchen and bathroom fixtures and fittings such as basins, sinks, toilets and baths.
 - Electrical wiring and gas and water pipes.
 - Heating equipment and water-heating equipment we provide.
- c. Keep any shared areas around your property (such as stairs, lifts, landings, light fittings, entrance halls, paving, shared gardens, parking areas and rubbish chutes) clean and tidy and in repair.
- d. Do repairs within the timescales set in our policies and procedures, or if applicable, as set by law. When you report a repair, we will tell you when we aim to complete it. (This depends on how urgent it is)

Decants

- e. We will offer you other suitable temporary accommodation if we need you to move out for major repairs or if we need to demolish the property.

Access

- f. We will give you at least 24 hours' notice in writing if we need to get into the property to inspect it or do work to the property or a neighbouring property. But we do not need to give this notice in an emergency (for example, a fire or a flood). or where emergency equipment is involved including but not limited to fire detection equipment or alarm equipment.



4 REPAIRS, IMPROVEMENT AND ALTERATIONS – YOUR RIGHTS

Repairs

- a. You have the right to get repairs done within the times set in our policies and procedures, or where applicable, as set by law. You may also be able to ask for compensation from us if we do not do repairs on time. Ask us for more information.

Permission for Improvements and Alterations

- b. As long as you have got our written permission beforehand and have all other approvals you need (for example, planning permission, building regulations approval or any other agreement relevant to the property), you may make improvements, alterations and additions to the property, including decorating outside, and additions or alterations to our installations, fixtures and fittings. We will refuse permission only if we have a good reason and in accordance with our policies and procedures. We may give our permission on condition that the work is done to a certain standard or subject to certain conditions. If you do not get our permission before going ahead or you do not keep to our conditions, you will be breaking your tenancy agreement. We may also charge you any reasonable costs incurred if we need to put right any damage you have caused in making improvements, alterations or additions. Our written permission may be given on the condition that when your tenancy ends, you agree to put the property back to its original state.
- c. Before we can give you permission to do something, we may have to get permission ourselves from someone such as a management company set up by the original developer or the landlord if we do not own the freehold. In these cases, we will only be able to give permission if we have permission from these people. We may have to pass on to you any charges we have to pay. You will be required to pay the charge as a condition of our permission. We will let you know if we have to add any conditions to any permission we give you.

Unauthorised Alterations

- d. You must not do any of the following without our written permission:
 - i. put up structures such as sheds, garages or pigeon lofts; or
 - ii. fit a satellite dish, television or radio aerial; or
 - iii. Create a hardstanding within the boundary of the property; or
 - iv. Install laminate, vinyl, tile, hardwood or flooring of a similar type or description in flats; or
 - v. Make any alterations, improvements or additions to communal areas.

If we give our permission, we can withdraw it at any time if we have good reason or in accordance with our policies and procedures. Before we do so, we will tell you in writing and give you time to put right anything we are concerned about.

CCTV and Doorbell Camera

- e. CCTV or video/audio doorbells may only be installed and used if the customer has been granted written permission to do so by Abri. Such permission may be withdrawn if we receive complaints of the CCTV or doorbell being used in a way that interferes with the privacy of neighbours on their property or of passers-by or neighbours using public areas. In both cases, where we determine that this use amounts to nuisance or harassment we will ask you to remove the devices, and failure to do so will be treated as a breach of your tenancy.

5 REPAIRS AND IMPROVEMENTS – YOUR RESPONSIBILITIES

Notice

- a. You must tell us as soon as possible when you become aware of any faults or repair needs in the property.

Access

- b. You must allow us (or anyone acting for us) access to the property when we tell you that we need to carry out a necessary activity, but in particular, to do any of the following:
 - i. to monitor, repair or replace any energy monitoring equipment that has been installed at the property. or
 - ii. to service appliances we own (for example, gas appliances) or to carry out safety inspections; or
 - iii. to enter the property to inspect the state and condition of the property (including any garden or secure bat loft) and to afford us all necessary facilities so to do; or
 - iv. to inspect or do repairs or other work to the property or a neighbouring property.

If you do not let us in, you could be putting yourself and your neighbours at risk.

We will normally give at least 24 hours' notice, but we may need more immediate access in an emergency (for example, a fire or a flood) or where emergency equipment is involved including but not limited to fire detection equipment or alarm equipment. Refusing to give us access will be treated as a breach of this tenancy

agreement and if we need to take legal action to enter the property, you may have to pay the costs.

- c. You will need to keep appointments made for our staff, agents, contractors to access the property. If you cannot, you need to give us reasonable notice. If you do not allow us access without giving us reasonable notice, we may charge you the expenses we have incurred for the failed visit.

Repairs and Maintenance

- d. You must keep the inside of the property clean and tidy and use the fixtures and fittings properly. You must keep the property decorated to a reasonable standard.
- e. You must repair any damage caused deliberately or carelessly by you or anyone who lives with or visits you. If you fail to repair any damage, we will do the work and you will have to pay the reasonable costs incurred.
- f. You must make sure chimneys you use are swept as often as needed to keep them in a reasonable state.
- g. You must carry out all repairs you are responsible for. We will notify you of all the repairs that you are responsible for at the start of your tenancy and will notify you of any changes.

Decants

- h. You must leave any other temporary property we allow you to use while we repaired the property as soon as those repairs are finished. We will give you at least seven days' notice in writing that you can move back to the property.
- i. You must still pay your rent while you are in any other temporary property, unless we agree, in writing, that you do not have to pay the rent.

6 BEHAVIOUR – YOUR RESPONSIBILITIES

You are responsible for the behaviour of everyone (including children) living in or visiting the property. You are responsible for them in the property, on land nearby, in shared areas and in the locality near the property.

6.1 Domestic abuse and Anti-Social Behaviour

You must not do the following or allow anyone living with or visiting you to do the following.

- a. You must not use, attempt or threaten to use violence or abusive behaviour against any other person (including children) living with you or within an intimate and/or family relationship. Behaviour is “abusive” if it consists of any of the following:
- physical or sexual abuse;
 - violent or threatening behaviour;
 - controlling or coercive behaviour;
 - economic abuse
 - psychological, emotional or other abuse;

and it does not matter whether the behaviour consists of a single incident or a course of conduct.

- b. You must not cause a nuisance to or annoy any person who has a right to live in accommodation we own or manage, including any members of their family and visitors, any person residing in the locality of your property, including members of their family and visitors, our staff, our contractors and people engaged in a lawful activity in the locality.
- c. You must not cause a nuisance or annoy any person working for us.
- d. You must not harass anyone in the locality that may interfere with the peace and comfort of, or cause offence to anyone (including any tenant, employee, agent or contractor of ours) on any grounds including race, colour, religion, sex, sexual orientation or disability
- e. You must not cause noise nuisance to other people. This includes but is not limited to playing or allowing anyone to play, any radio, television, record, tape recording, musical instrument or sound and audio equipment so loud that it causes a nuisance or annoys other people in the locality.
- f. You must not do anything which interferes with the peace, comfort or convenience of any other person living, visiting or otherwise lawfully engaged in activity in the vicinity of the property.
- g. You must not use the property or any shared area for any unlawful, criminal or immoral activity or purpose.
- h. You must not keep any firearm or weapon in your property without the necessary certification required by law and without informing us.
- i. You must not vandalise or damage our property. If you do, you will have to pay for the reasonable costs of any repair or replacement.

6.2 Using the Property

- a. You must use the property as your only or principal (main) home. You must tell us in writing and, if possible, beforehand, if you expect to be away from the property for more than four weeks. If we do not receive any notice from you and you are away from the property for more than four weeks, we will assume you are no longer using the property as your only or principal (main) home. If after investigations the property appears to be abandoned, we may take action to end the tenancy.
- b. You must pay all bills (including water bills, electricity bills, gas bills and council tax bills) for the property, unless we include the charges in your service charge. You agree to pay back to us any council tax and other charges we have to pay during the tenancy including where you move out of the property without properly ending your tenancy.
- c. You must not run a business from the property unless you have first applied to us in writing for permission. Permission will not normally be refused provided the business complies with planning and health and safety regulations and, in our view, would not cause a nuisance to other residents. If we give our permission, we may make it subject to conditions and we can withdraw it if we have good reason. Before we do so, we will tell you in writing and give you time to put right anything we are concerned about.
- d. You must not store any highly flammable or explosive materials, such as bottled gas, paraffin, petrol or any other dangerous goods or other hazardous substances in the property. If you store any items that may cause a fire or health and safety risk in the property, these will be removed without notice. The costs of removal will be charged to you.
- e. You must tell us if any oxygen tanks are being stored or used at the property for medical purposes.
- f. You must not throw any articles from windows, landings, balconies or corridors.
- g. You must not allow rubbish to build up on balconies.
- h. You must not smoke in the property when visited by Abri staff, contractors or our agents.
- i. You must not interfere with security and safety equipment in any communal areas (for example door entry systems) or let in strangers without seeing their identification. You must not wedge open or leave any communal entrance door on the latch.
- j. You must not hoard or collect goods or objects and allow the quantity to become excessive. Excessive is defined as a Clutter Image Rating of 4 or above as per the International OCD Foundation Clutter Image Rating Scale (or Rating Scale that replaces it). You can ask us for a copy of this.

- k. You must not allow anyone (who is not already a member of your household) to give the address of the property for the purposes of them being granted bail.
- l. You must not use your loft for storage and must ensure it is free of items. Where we find it appropriate to do so, we may, lock your loft hatch.
- m. You must not grant a sub-tenancy of the property or any part of the property.
- n. You must not part with possession of the property either in whole or in part (including a temporary parting of possession for a short term or holiday let) unless in accordance with this agreement.
- o. You must not allow the property to become overcrowded by allowing more people to live in the property than is authorised in this agreement. Allowing more people to live in the property than is permitted will be treated as a breach of this tenancy.

6.3 Pets

You must not keep any pet or other animal without our written permission. We will not unreasonably withhold or delay a written request from you to keep a pet without considering the request on its own merits. We will accept such a request where we are satisfied that you are a responsible pet owner and the pet is of a kind that is suitable having regard to the nature of the property. We can ask you to remove the pet if it causes a nuisance, annoys anyone or damages the property or any communal areas.

6.4 Garden and External Areas

- a. If the property has a garden, you must keep it, drives and paths tidy and free from rubbish. You must not cause any waste or neglect in these areas. If you fail to do so, we may clear it and make a reasonable charge.
- b. You must keep in repair any items, including but not limited to sheds, fencing, greenhouses and hard standings, whether or not provided or adopted by us.
- c. You must not cut down or prune any tree or large bush forming part of the boundary of the property or within the boundary without our written permission. This is because some trees are protected or may be located in a conservation area, where to prune or cut them would be an offence. You must tell us if trees or bushes overhang footpaths or where they are growing onto neighbours' land.
- d. You must not place earth or rubbish against any fence or wall, or above the damp-proof course level of any building.

6.5 Insect and Vermin Infestation

You must keep the property (including any garden) free from insects, vermin and any other pest infestation. You need to report any pest concerns to us or the relevant authorities.

6.6 Shared Areas

- a. You must co-operate with us and your neighbours to keep any shared areas clean, tidy and free of obstruction. You must not cause any waste or neglect in these areas. If you fail to do so and we need to do the work, we may make a reasonable charge. You must not put non-recyclable items or the wrong recyclable items in the recycling bins. If we have to clean the bins because of contamination, we may charge you the reasonable costs of this.
- b. You must not store any flammable or explosive materials, such as bottled gas, paraffin, petrol or any other dangerous goods or substances in any communal areas. Any items left in communal areas that may cause a fire or health and safety risk will be removed without notice. We may charge you the reasonable costs of removal.
- c. You must not smoke in internal communal areas.
- d. You must not obstruct exits, passageways, landings, staircases or other shared areas. You must leave all shared areas fit for use by other residents.
- e. You must get rid of any rubbish by taking it to a recognised area for collection.

6.7 Estate Rules

- a. You must keep to all the duties that apply to us as owners of the freehold or the head lease of the property or the estate where it is built. If this applies to you, these duties will be set out in Appendix 1. Alternatively, you may be provided with this list separately at any time during the course of your tenancy. ('Head lease' means we do not own the freehold – we have a long lease showing restrictions and duties that we need to pass on to all the people who live in the property.) If any of the duties in Appendix 1 (or as given to you separately) are different to what we say in parts of this agreement, the duties in Appendix 1 (or as given to you separately) will apply.
- b. From time to time we may publish regulations or local restrictions that we want you to follow because they will improve how we manage the property or estate (such as traffic-management schemes). If we do, you must keep to these regulations or local restrictions. The regulations and local restrictions will be reasonable. We will only impose regulations after consulting with residents.
- c. You agree that the duties that apply to your estate under a head lease (as set out in Appendix 1 or as given to you separately), the regulations, local restrictions or scheme rules that we publish are express terms of this agreement and that if you do not follow any of these duties, regulations, local restrictions or scheme rules, this will be treated as a breach of your tenancy.

6.8 Parking and Vehicles

- a. You must not park a vehicle anywhere at the property unless it is a designated parking space or hard standing. You must also not park any van, lorry, heavy-goods vehicle, public-service, trade or commercial vehicle, caravan, boat, trailer or similar item on land at the property or on any shared area, without our written permission. If we give our permission, we can withdraw it at any time if we have good reason. Before we do so, we will tell you in writing and give you time to put right anything we are concerned about. Without notice, we may remove any vehicle we think is causing an obstruction, is a nuisance, or is a risk to the health and safety of others. We may charge you the reasonable costs of removal.
- b. You must not park anywhere where your vehicle would obstruct local roads that we manage or other vehicle access and access for emergency services or cause an inconvenience or damage our land.
- c. You must not park any untaxed or unroadworthy vehicle on the land around the property or on the unadopted roads we manage. If you do we may remove it without notice. We may charge you the reasonable costs of removal.
- d. You must not work on motor vehicles or motorcycles, except minor repairs to a private motor vehicle or motorcycle, nor cause any nuisance by doing minor repairs in property or on land belonging to us. You must not use spray equipment and power tools or repair vehicles as a business in property or on land we own.

6.9 Fire Safety

- a. You must comply with any fire regulations which apply to the property or the building it is in. We will notify of you of those regulations. If you do not follow those regulations, it will be a breach of tenancy.
- b. You must not interfere with or damage any fire safety equipment in the property or the communal areas, for example, fire extinguishers, fire hoses, sprinkler systems, fire and smoke alarms. If you notice any damage caused to any fire safety equipment you must notify us as soon as possible.
- c. You must not wedge open fire doors in communal areas and you must keep all communal areas and especially fire escapes and escape routes clear of any of your belongings or rubbish. Storing any items in communal areas will be treated as a breach of this tenancy.
- d. You must comply with any fire drills arranged for the building the property is in. Failure to take part in or cooperate with fire drills will be a breach of tenancy.

- e. You must test any battery powered smoke alarms or CO2 alarms in the property on a regular basis and change the batteries as required.

7 BEHAVIOUR – OUR RESPONSIBILITIES

We will give you help and advice if you report any nuisance or harassment. We will look into your complaint and decide what action to take based on the nature of the problem and how serious it is.

8 TENANT INVOLVEMENT – OUR RESPONSIBILITIES

We will:

- a. take notice of any guidance issued by the Social Housing Regulator (or any organisation which may take over from it).
- b. provide a report each year to describe our work and performance.

Information

- c. we will provide information on our housing management policies as set out in the guidance issued by the Social Housing Regulator (or any organisation which may take over from it) or as the law may require us to give you.

Consultation

- d. We will ask for your views on anything that would have a major effect on your tenancy or the property. For example, we will consult you about any modernisation or improvement work we plan for the property or area.

Complaints

- e. We will deal with your complaints efficiently and effectively. If you need to use our appeals or complaints procedures, we will tell you what you need to do. If you are still unhappy at the end of the complaints procedure, you can refer any matter to the Housing Ombudsman Service.

Data Protection

- f. We will comply with data protection laws when processing any personal information that we hold about you. Abri's Customer and Community Privacy Notice sets out in detail what you can expect from us as the controller of your personal information, and what your rights are, including your right to complain to the Information Commissioner's Office if you believe we are not complying with data protection laws. Our Privacy Notice is given to you when you apply for housing, and whenever you supply us with additional personal information during your tenancy with us. As the Privacy Notice is updated frequently you should check our website to find the latest version.

Changing this Agreement

- g. We may only vary any term(s) of this agreement:
- i. in writing with your agreement; or
 - ii. by writing to all tenants affected to explain the proposed changes, allowing a reasonable period for tenants to make representations and then issuing a notice of variation, which will not take effect until at least four weeks after the date we served the notice. We will not make any changes using this procedure which will dis-advantage you or will remove a benefit you already have under this agreement; or
 - iii. where changes in Government legislation affect the terms of this agreement.

Nothing in this clause affects our right to vary the rent and other charges due from you under this agreement or to vary the provision of services as set out in paragraph 2(h) above.

9 TENANT INVOLVMENT – YOUR RIGHTS

You have the following rights:

- a. You can start or join a local residents' group. We can give you information about the groups in your area or about how to start one.
- b. You can get involved with managing the property. Opportunities for getting involved are set out in the residents' handbook, which is available when you sign this agreement, or you can ask our office for a copy.



10 SUPPORT

If we have granted this tenancy to help provide support (whether by us or by a specialist provider) for you or a member of your household, you need to read the separate support agreement for details of what will be provided and what you must do. The support you are provided is an essential part of this tenancy. As a result, you will break this tenancy agreement if you withdraw from or break the support agreement. If this happens, we may take steps to end the tenancy.

11 USING THE PROPERTY – YOUR RIGHTS

You have the following rights:

- a. You can take in lodgers, as long as you get our written permission first. We will not refuse permission unreasonably. You will also need to give us the name, age and sex of any lodger. You will be responsible for carrying out a right to rent check for your lodger. If you fail to carry out a right to rent check, this will be treated as a breach of your tenancy agreement.
- b. You have the right to live in the property without any interruption or interference from us (unless we need to enter the property for the reasons explained in this agreement), as long as you keep to this agreement.

12 LEAVING THE PROPERTY AND ENDING YOUR TENANCY – THE RESPONSIBILITIES

You must do the following:

- a. You must give us at least four weeks' written notice that you plan to leave the property. This four weeks' notice must end on a Sunday. You must return your keys and utility keys (for example, electric key or gas card) to our office by midday on the Monday after the end of the tenancy. If you fail to give back the keys, you will be charged use and occupation for the property at the same rate as your last rent until we receive the keys.

If you are a joint tenant, any of you can end the tenancy by giving us four weeks' notice. As this ends the tenancy, everyone living in the property will then have to leave.

- b. You must leave the property and our fixtures and fittings in good condition. You will have to pay the reasonable costs for any repair of damage you, members of your family or visitors have caused deliberately or carelessly. You will not have to pay for normal wear and tear. If we have given you permission to make alterations improvements or additions, you may need to put the property back to the condition

it was in when your tenancy started. You will need to remove any private buildings, swimming pools and additions made to the property.

- c. You must remove all your belongings, and those which belong to members of your family and visitors, when you leave the property. If you leave items in the property, you will be responsible for meeting all reasonable removal and storage costs. If you do leave items, we will remove and store them for up to one month. We will write to you at your last known address to let you know that you need to remove these items. If you do not collect the items within one month, we may get rid of them and you may have to pay the reasonable costs of doing this. We may take the costs from any sale proceeds. If you still owe any costs, you will have to pay them.

13 SUCCESSION AND ASSIGNMENT – YOUR RIGHTS

You have the following right

13.1 Succession

- a. You have the right for this tenancy to pass to your partner if you die as long as they lived with you immediately before your death and the property was their only or principal home. Your partner is someone you are married to, your civil partner or someone living with as if you were married or were civil partners; including same-sex partners. This is known as a 'statutory succession'. If the property is bigger than they need, or where they do not qualify for the property type in line with our policies and procedures, we may take legal action to move them out, but we will offer them another suitable property.
- b. The right in paragraph 13.1(a). will not apply if you took over the tenancy in the same way, in other words also by a succession. For the purposes of this agreement, a person will be treated as having taken over the tenancy by succession if they are:
 - a partner in whom this tenancy was left under this clause or a similar clause; or
 - a person who inherited the tenancy or
 - a joint tenant who became a sole tenant as the last surviving joint tenant

13.2 Assignment

- a. You may have the right to exchange this tenancy with a tenant of another registered provider. An exchange may take place either by mutual assignment of the tenancies or by a surrender and re-grant of each tenancy in accordance with

the relevant legal and regulatory provision and also each landlord's own policies and procedures. There are some grounds upon which we can refuse an exchange or surrender and re-grant and we will explain these to you if we have to refuse.

- b. If the right for your tenancy to be passed on has been made by a court order as part of proceedings after the breakdown of your relationship, you would need to tell us about any application to transfer the tenancy. We have the right to object to such an application.
- c. Subject to you not owing any arrears of rent, you have the right to assign your tenancy, if you are joint tenants wishing for one of the tenants to take over the whole tenancy in their sole name or you are spouses, civil partners or cohabitants (but not including cohabitants who have lived together for less than 12 months) wishing to become joint tenants.
- d. Where this tenancy is granted to joint tenants and one of the joint tenants leaves the property and cannot be traced, the remaining joint tenant shall, subject to our consent, be entitled to assign this tenancy by way of mutual exchange by themselves and as agent for the departed joint tenant provided that they can satisfy us on the balance of probabilities that the departed joint tenant has no intention of returning. Each joint tenant hereby agrees to appoint the other as their agent for the purposes of this clause, such appointment to continue for the term of this tenancy.
- e. Except as provided for under paragraphs 13.2 (a)-(c) you must not assign the tenancy of the property, either in whole or in part.

14 SERVING NOTICES

- a. **Our address for receiving legal notices from you, such as the four weeks' notice to end your tenancy is:-**

Collins House, Bishopstoke Road, Eastleigh, SO50 6AD.

(Under Section 48 of the Landlord and Tenant Act 1987 we have to give you these details.)

- b. When we serve a notice on you or send you a letter, it will be valid if posted or delivered to the property. If you are not at the property for more than three weeks, you are responsible for arranging to collect the post or have it sent on to you. We will:
 - deliver the notice to you personally or to someone living at the property; or
 - send the notice to you by recorded delivery; or

- send the notice to you by first-class post; or
- leave the notice at the property

Notices include any notices we need to serve on you under the Housing Act 1988 (as amended) and any notice to quit. We will assume you received the notice on the date it was delivered to you or left at the property. If we send the notice by recorded delivery or first-class post, we will assume you got the notice on the second working day after we sent the notice. (Working days are Monday to Friday excluding public holidays). For avoidance of doubt s.196 of the Law of Property Act 1925 applies to any notices served on you at the property.

- c. If you provide us with an email address you are agreeing that we can send you notices or communications by email. You must let us know if your email address changes and until you notify us, we can assume that the email address we have for you is correct. Any email we send, including any attachment, will be deemed delivered on the next working day after we send it unless the message is returned unread or an automated reply states that you are not present.

15 REGAINING POSSESSION – POSSESSION PROCEEDINGS

- a. We are only able to end an assured tenancy by obtaining a Court order for possession of the property on one or more of the grounds listed in Schedule 2 of the Housing Act 1988 (as amended) including any amended or new grounds introduced by future legislation. You can obtain a copy of the grounds for possession from us.
- b. If we apply to the Court for possession on one of the grounds for possession as set out in Schedule 2 of the Housing Act 1988, we will usually give you 14 days' notice (or 2 months' notice if that is what the particular ground requires). The document giving you notice is known as a Notice of Intention to Seek Possession. If we serve such a notice, we may give you a shorter period of notice if we are allowed to do so under the Housing Act 1988, for example in cases of nuisance or annoyance.
- c. We may also apply for a demotion order under Section 6A of the Housing Act 1988 (as amended by the Antisocial Behaviour Act 2003). If we intend to seek a demotion order, we will give you two weeks' notice in writing unless the Court has allowed us to go ahead without serving notice on you.
- d. If you do not occupy the property as your only or principal home, we may end the tenancy by giving you four weeks' notice in writing.

Appendix 1

THIS SECTION TO BE COMPLETED IN THE EVENT THAT THE LANDLORD'S INTEREST IS SUBJECT TO A SUPERIOR INTEREST, SUCH AS A HEADLEASE (See clauses 6.7a to 6.7c)



Appendix 2 – Special Terms and Conditions

THIS SECTION TO BE COMPLETED IF THERE ARE SPECIAL TERMS AND CONDITIONS WHICH APPLY TO THIS TENANCY

Set out below are special terms and conditions which apply to this tenancy. These conditions form part of your tenancy and if you breach them you could face legal action, including eviction. If any of these special terms and conditions conflict with other terms and conditions in this tenancy, the special terms and conditions take priority and will apply.

Signatures

We have read, understood and accept the terms and conditions in this tenancy agreement.
In the case of a joint tenancy each of you must sign.

Signed by the Tenant _____ Dated _____

Full Name _____

Signed by the Tenant _____ Dated _____

Full Name _____

Signed by the Tenant _____ Dated _____

Full Name _____

It is a term of this tenancy that you must not have gained the tenancy by providing a false statement to us or (if it applies) to the local council.

Signed _____

Date _____

On behalf of

We follow the guidance on managing housing issued by the Regulator of Social Housing with the approval of the Secretary of State.