



# Assured Tenancy Agreement

# Assured Tenancy Agreement

This Tenancy is not an Assured Shorthold Tenancy

**PLEASE KEEP THIS AGREEMENT FOR YOUR RECORDS**

## 1. Tenancy Agreement

- a. This is a legal contract that explains the rights and responsibilities of both you as the tenant and us as the landlord.
- b. When you sign this agreement you are agreeing to become our tenant and to keep to this agreement. If you are unsure about anything you can ask your Housing Officer for advice or contact a Citizens Advice Bureau or Housing Advice Centre.
- c. You are responsible for the behaviour of your family and all visitors to your home, whether invited or not. This includes the way they behave at your home and in the shared and/or public areas in the area around your home.
- d. This agreement gives you the right to live in the property. During the tenancy, we will only interfere if:
  - You do not keep to the conditions of the tenancy agreement.
  - You fail to live in the property.
  - We need access in accordance with condition 6(b).
- e. If you think we have not done anything that we have agreed to do in this agreement, you can make a complaint to us. If you are not satisfied with how we deal with your complaint you can go to a Housing Ombudsman. You can also get advice from a Citizens Advice Bureau, Housing Advice Centre, Law Centre or Solicitor.
- f. We are subject to any guidance on housing management practice and the regulatory code issued by the Housing Corporation or its successor with the approval of the Secretary of State.

The Housing Corporation's or its successor's Charter for housing association applicants and residents applies to this tenancy.

**Full name(s)**

**Address**

**Postcode**

**Descriptions of your home** which comprises

The home that is the subject of this tenancy is held by a charity.

### Tenancy start

This tenancy is a weekly tenancy, which begins on \_\_\_\_\_  
for an initial term of one week and thereafter will continue weekly until brought to an end.

### Permitted Occupiers

The number of people allowed to live in your home is \_\_\_\_\_

### Payments for Your Home:

At the start of this tenancy, the weekly payments for your home (including any charge for services provided under this tenancy) are: Rent £ \_\_\_\_\_

The rent at the start of the tenancy includes the following weekly cost for services: £ \_\_\_\_\_  
Items listed in more detail in Schedule 1

Total Weekly Payment £ \_\_\_\_\_

To be signed by you and us. All tenants should sign below after reading this agreement. You should ask if there is anything which you do not understand. By signing this agreement you and we agree to be bound by its terms.

Signed by the Tenant(s): (if there is more than one tenant, all tenants must sign)

1 \_\_\_\_\_ Dated \_\_\_\_\_

2 \_\_\_\_\_ Dated \_\_\_\_\_

3 \_\_\_\_\_ Dated \_\_\_\_\_

4 \_\_\_\_\_ Dated \_\_\_\_\_

### Ribble Valley Homes Limited

Authorised Officer \_\_\_\_\_ Dated \_\_\_\_\_



### 3. Meaning of words

- **assured tenant**

By signing this agreement you will become an assured tenant. We cannot remove an assured tenant from a property unless a court grants an "Order of Possession".

- **emergency services**

The Police, the fire brigade and the ambulance services.

- **exchange**

To swap tenancies with another secure or assured non-shorthold tenant.

- **fixtures and fittings**

All appliances and furnishings in the property including installations for supplying or using gas, electricity and water.

- **flat**

A home which forms part of a building.

- **furniture**

All the furniture we provide to you with the property. If your home is let furnished, we have attached a list of the furniture we give to you with this tenancy in Schedule 2.

- **garden**

Lawns, hedges, flowerbeds, trees, shrubs, outside walls and fences.

- **improvement/improve**

Any alteration or addition to the property.

- **inflation/rate of inflation**

The percentage increase in the United Kingdom General Retail Price Index over the 12 month period ending with the figure for September immediately before a rent increase. If this index is no longer published or the basis of calculations changes, we will choose another index, which reflects the changing value of money. We must act reasonably in our choice.

- **lodger**

A person who pays you money to let them live in the property as a member of your household, but who does not have private use of any part of it.

- **neighbours**

Your neighbours include everyone living in the local area, including people who own their own homes.

- **overcrowding/overcrowded**

Allowing more people to live in your home than allowed by this tenancy agreement.

- **partner**

A husband, wife or someone who lives with you as part of a couple, including a person of the same sex.

- **relative/family**

Parents, children, grandparents, brothers, sisters, uncles, aunts, nephews, nieces, including step and half blood relatives and adopted children.

- **relevant legislation**

The law applying to the various conditions of this agreement. Details of the law applying can be found in the Appendix.

- **rent**

The weekly rent for your home at the start of this tenancy is set out on page 1. It may include charges for services and will be varied from time to time under Section 5e.

- **service charge**

The charge for any services listed in Schedule 1.

- **shared areas**

The parts of a building which all tenants can use, for example, halls, stairways, entrances, landings, shared gardens, lawns and landscaped areas.

- **sub-let**

Giving another person private use of part of your home, for which they pay you rent.

- **successor**

A person to whom your tenancy has passed after your death (as outlined in section 4c).

- **vehicle**

A car, bus, lorry, van, scooter, motorbike, caravan, motor home, trailer or boat.

- **we, us, our**

Ribble Valley Homes.

- **written permission**

A letter from us giving you permission to do certain things. We will not unreasonably withhold permission but our permission may be granted subject to reasonable conditions which you must comply with. Failure to comply with such conditions may be treated as a breach of your tenancy.

- **you**

The tenant and, in the case of joint tenants, any one or all of the joint tenants.

- **your home/the property**

The property described on page 1 of this document, including our fixtures and fittings, any garden and any outbuildings but not including any shared areas.

## 4. Your rights

### a. Occupation

Signing this agreement gives you the right to live in your home. You can live in the property for the duration of this tenancy without interference from us (apart from rights of entry set out in section 6b) as long as you, your friends and relatives and any other person living in or visiting the property do not break any of the conditions in this agreement. If any conditions are broken we may apply to the court to end your tenancy.

### b. Security of Tenure

You have the right to security of tenure and to remain in your home as an assured tenant as long as your home is your only or principal home. If you stop using your home as your only or principal home we may end your tenancy by four weeks' notice in writing. Otherwise, we may only seek to end your tenancy as set out in section 7. Except for changes in rent pursuant to condition 5e, we cannot change the terms of your tenancy unless you agree in writing.

### c. To pass on your tenancy

If you die, certain people, who are specified in this condition 4c may succeed to this tenancy. This condition 4c will not apply if you have already succeeded to this tenancy under condition 4c or in any of the circumstances set out in s88 Housing Act 1985 or s17 Housing Act 1988). In certain circumstances, if your home is larger than the needs of the successor or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled, the successor will be offered suitable alternative accommodation.

## **People entitled to succeed to this tenancy:-**

- i) If you are a joint tenant and you die then the tenancy may continue in the name of the remaining tenant.
- ii) If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home at the time of your death.
- iii) If you are not a joint tenant and you do not have a wife, husband, civil partner or partner (this includes same sex couples) who lived with you in your home as their principal or only home immediately prior to your death, the tenancy may pass to a member of your family (see section 3 for definition) who lived with you in your home (as their principal or only home) for at least 12 months prior to your death.
- iv) If more than one member of your family has a right to succeed to the tenancy under condition 4ciii they should agree who will claim it. If they cannot agree, they should all make a claim to us in writing within 6 weeks of your death and we will decide to whom we will offer the tenancy. We will advise who the successful claimant was to everyone who makes such a claim.

## **Special succession rights**

- v) If inheritance rules prevent someone who qualifies under condition iii above from taking over this tenancy, we may use Ground 7 to end this tenancy agreement and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a

new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms as this tenancy other than in relation to rent, service charge and succession.

## **d. Lodgers**

You have the right to take in lodgers as long as it does not cause overcrowding of your home and you do not live in Sheltered Housing. You do not require our permission but should tell us of any lodgers you take in.

## **e. Sub tenants**

You have the right to sub-let part of your home with our written permission. You must not sub-let your entire home, and we will not grant permission to a letting which would give your sub tenant long-term security. If you are claiming housing benefit you must also tell the Council. Tenants living in Sheltered Housing cannot sub-let.

## **f. Right to Acquire**

You have the Right to Acquire your home under the Housing Act 1996 unless you live in Sheltered Housing or other housing excluded from this right by legislation, in which case you will not be able to exercise this right.

## **g. Consultation**

You have the right to be consulted about major proposals for changes to the way we manage, maintain or improve your home. We will inform you of our proposals and give you a reasonable opportunity for you to tell us what you think before we make a decision to go ahead (or not).

## **h. Information**

You have the right to see any of the information you have given us in your application for housing or transfer. We may charge you for copies of this information. You have the right to information from us about the

terms of your tenancy, our repairing obligations, and our housing policies. Under the Housing Corporation or that of its successor guidance, you also have the right to information about our performance.

**i. To repair**

You have the right to have certain repairs carried out to your home. If we fail to do certain types of repair in the time limits set out in the relevant legislation, you can require us to appoint another contractor to do the repairs. You have the right to compensation if that contractor does not do the repairs in the specified time limits.

**j. Exchange**

You have the right to exchange (swap) your home with a tenant of Ribble Valley Homes, a local authority tenant or a tenant from another registered social landlord. You must get our written permission before you exchange. We would only refuse an exchange in the same circumstances as a council landlord would be able to. You must not accept or charge any money in connection with an exchange.

**k. To improve your home**

You have the right to improve your home as long as you get our written permission before you start. The work must be done to a reasonable standard, and you must obtain all other necessary approvals, such as planning permission and building regulations. If you do not, we will treat you as having broken the terms of your tenancy. We may pay you compensation for certain improvements when you leave your home. Details can be obtained from our offices.

**l. Complaints**

We shall establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of the Housing Corporation or its successor as laid down from time to time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes. If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman.

## 5. Your responsibilities

### a. Possession

You agree to take possession of your home at the start of the tenancy and not to part with possession of your home or to sub-let the whole of it.

### b. Use of your home

You agree to use your home for residential purposes, as your only or principal home and not to operate any business at your home that may cause a nuisance or annoyance to other persons in the neighbourhood.

### c. Services

We shall provide the services set out at the schedule to this tenancy agreement, for which you shall pay a service charge. These charges only apply to your home if an amount has been entered against a service in the schedule. We may, after consulting the tenants affected, increase, add to, remove, reduce or vary the services provided or changes to the services or introduce new services.

### d. Rent

You must pay the rent (including any service charge) and any other weekly payment shown on page 1 as being payable in advance on a Monday every week it is due, or at any other interval we agree. If we accept rent at any other times, this does not mean we have agreed to vary your rent obligations. The rent year may be 52 or 53 weeks, (depending on the number of Mondays in the year). We will collect rent and other weekly charges due under this tenancy over 48 or 49 weeks, with four "no rent due" weeks within the rent year. We will tell you at the start of the rent year (starting on the first Monday in April each year) which weeks are the "no rent due" weeks. Should your rent account be in arrears, payment must still be made in the rent free weeks. If you do not pay

your rent or other payments due under this agreement, you may lose your home. If you fall behind with your rent you must contact us immediately to make an arrangement to pay off your arrears. If you do not pay your rent or make an arrangement to pay your arrears we will take legal action against you. If we take you to court you will probably have to pay court costs. If you are joint tenants you are both responsible for the rent and other charges. If one tenant leaves the remaining tenant will still be responsible for the rent and any arrears owed. If you receive compensation or any allowance from us we may deduct that money from any rent arrears on your rent account.

### e. Changes in rent and service charges

With effect from the first Monday in April after this tenancy is granted, we will from time to time increase the rent by giving you not less than one month's notice of the increase. The notice will specify the revised rent. The revised rent would not be more than the amount which would have been set by the Rent Assessment Committee if it had jurisdiction to set the rent. For the avoidance of doubt, the Rent Assessment Committee does not have jurisdiction to set the rent under this tenancy agreement. The Rent Assessment Committee is an independent panel of people who determine market rents. The service charge shall be varied at the same time as the rent and using the same procedure.

### f. Housing Benefit

You are responsible for claiming any housing benefit to which you are entitled. You must ensure that your housing benefit claim is renewed as necessary. We will ask you to agree to give consent to Ribble Valley Borough Council (or any other housing benefit authority) to pay any housing benefit (or equivalent which may replace housing benefit) directly to

us. We will credit your rent account with the amount of benefit when we receive it. If your circumstances change so that your entitlement to housing benefit is affected (for example, starting work or taking in a lodger) you must inform both the Council and us at once. We will reclaim from you any overpayment which is lawfully recoverable by the Council from us.

## **g. Repairs**

You must let us know as soon as possible about any repairs which we are responsible for. You must allow us or our contractors access at reasonable times to inspect or carry out repairs. We will give you at least 24 hours notice if we are going to do this unless in an emergency. If there is an emergency we will enter your home immediately. If you do not allow us access we may charge you for the cost we incur in getting into the property. If you, your family or visitors to your home, cause loss or damage to the property or any of our fixtures or fittings or any shared areas through misuse or neglect, you are responsible for repairing the damage to a satisfactory standard. This includes doors and locks (including lost keys), glazing, fixtures and fittings such as light fittings, baths, toilets, basins, kitchen, sinks and cupboards. If you do not do so, you will have to pay any reasonable costs we incur in doing the work for which you were responsible.

### **You are responsible for the following:-**

- Decorating the inside of your home, and keeping it in a reasonable state of decoration.
- Sweeping any chimney(s).
- Repair and, if necessary renew, gate catches, fireplace tiles and locks.
- Replacing keys and locks.
- Fencing (except fencing provided by us).
- Replacement of broken glass other than exterior windows and glass

incorporated in smokeless fuel appliances. (unless damaged by you, or anyone living with or visiting you).

- Boxing in pipes or removing disused piping.
- Keeping all baths, sinks and cisterns, sanitary fittings and drains clean and unblocked.
- Maintain in a good state of repair any fixtures and fittings that you install in your home (including fires, cookers and electrical appliances).
- Maintain in a good state of repair all toilet seats.
- Provide and maintain your own TV aerial.
- Take all reasonable precautions to prevent damage to the property by fire, frost or bursting water pipes.
- Insulating pipes and tanks.
- Plastering hairline cracks.
- Renewing chains and plugs for sinks, basins and baths.
- Renewal of chain and pull to WC cisterns.
- Gas fire elements.
- Fittings and tools for solid fuel appliances.
- Replacing light bulbs, starters in fluorescent lights and fuses (excluding main fuses).

### **If you, people who live with you, or visitors:-**

- damage
- remove
- alter
- destroy
- lose

### **any part of the following (whether on purpose or by neglect):-**

- the structure or exterior
- the installation for supply of gas/ water/electricity

- bathroom and toilet fittings
- room heating systems
- water heating systems
- interior fixtures and fittings
- alarm systems and pressure mats
- sheds and garages

**you will be responsible for the repair or replacement. We may do the repairs and charge you for them.**

#### **h. Transferring your tenancy**

**You must not pass on (assign) the agreement unless:-**

- a court orders you to do so in matrimonial proceedings; or
- with our written permission you exercise your Right to Exchange (see section 4); or
- with our written permission you pass on tenancy to a person who could take it over if you had died (see section 4). We will not allow the tenancy to be passed/assigned in this way more than twice.

#### **i. Nuisance or Anti-Social Behaviour**

**You and your family, friends and visitors (whether invited or not) must not do any of the following:-**

- Engage in any anti-social behaviour or do anything to cause a nuisance to anyone in the area or interfere with the quiet enjoyment of other people living in the area.
- Harass or threaten to harass anyone because of his or her race, ethnicity, colour, nationality, religion, sex, age, disability, sexuality, marital status or caring responsibility or for any other reason(or no reason).
- Use or adapt the property for any criminal, immoral or illegal purpose, including keeping, producing, selling or using firearms or drugs, storing or handling stolen property.

**Types of Anti-Social Behaviour/ Nuisance include:**

- Racism.
- Playing loud music, radios and

television.

- Fly tipping and dumping rubbish.
- Throwing things out of the window.
- Failing to maintain your garden.
- Dog barking.
- Animal fouling.
- Using noisy machinery.
- Offensive drunkenness.
- Shouting, arguing, banging and slamming doors.
- Children not kept under control.
- Selling drugs, drug or alcohol abuse.
- Threatening to use violence.
- Criminal activity.
- Domestic violence.
- Acts of violence.
- Obstructing shared areas.
- Dismantling or repairing motor vehicles.
- Driving, riding or using vehicles (including bikes and motor cycles) dangerously or inconsiderately.
- Displaying offensive or obscene messages or posters.
- Driving or riding vehicles (including bikes and motor cycles) on paths or other pedestrian areas.
- Playing ball games near other people's homes or where ball games are not permitted.

#### **j. If you move or exchange**

When you move you must leave the property and garden in a reasonable condition. You will be charged for the cost of removing any rubbish from your home or Garden [If you exchange, you will have to pay for the gas and electricity safety check before you move.

#### **k. Going away for long periods**

You must inform us in writing, and if possible in advance, if you are or expect to be absent from your home for one calendar month or more. You should make sure that during your absence the property is secure and the rent is paid.

## **i. Rubbish collection, gardens and yards**

You must put all of your household rubbish for collection in the bin store or the area that we have designated for this purpose. You must take reasonable care to ensure that your rubbish is collected and must not put it out for collection earlier than the evening before collection is due. You will also keep any garden or yard attached to your home clean and tidy, clear of rubbish and well maintained (which, for gardens, includes cutting the lawn and trimming hedges). If you are elderly or disabled, you should contact your local office if you need assistance with this.

You must keep your garden tidy and free from rubbish, furniture and other items. If you don't we may remove the items and charge you for the work.

If you are a tenant of a flat you are responsible for the upkeep of the communal garden unless you pay a charge for this service. You and your neighbours are responsible for keeping the area clean and free from rubbish.

## **m. Health and Safety**

You are responsible for keeping the inside of your home and garage in a safe condition and free from health hazards. Highly inflammable materials (e.g. paraffin, liquid petroleum, gas etc) must not be stored in the property. Hazardous materials must not be stored or used in the property.

If you are the tenant of a flat, you must not cause an obstruction in any of the shared areas by leaving prams, bikes, furniture, rubbish or any other items there. This can be a fire risk and we may remove these items and charge you for doing so.

You must not throw any rubbish or other items out of windows or off balconies and you must dispose of waste safely and hygienically.

## **n. Hygiene**

You are responsible for the upkeep of the property. You must not cause an accumulation of rubbish, or infestation inside or outside the property. You must keep the inside of your home in a clean and lettable condition.

If you are a tenant of a flat, you and other tenants are responsible for cleaning communal hallways, staircases, landings and balconies. If you pay a service charge for cleaning you are responsible for keeping the communal areas tidy.

## **o. Furniture**

### **If you have a furnished tenancy:-**

- You must not remove any furniture we have provided without our written permission.
- If any furniture is damaged during the duration of your furnished tenancy you must inform us immediately. You will be charged for any damage that has not been caused through genuine wear and tear.
- If your property is subject to a burglary and any items are stolen which were supplied to you as part of your furnished tenancy package you must report this incident to the police immediately. Failure to report a burglary to the police may result in you being charged for the missing furniture.
- You must let officers enter the property from time to time to inspect the condition of the furniture. At least 24 hours notice will be given to you of such inspections.

At the end of your tenancy a Housing Officer, who will check the condition of the furniture, will visit you. If any items of furniture are missing or damaged you will be charged the amount it will cost to replace

them. If items are damaged through genuine wear and tear you will not be charged. If you do not keep the above conditions relating to your furnished tenancy, we may recover from you any expense we incur as a result.

**p. Vehicles**

**You must not, without our written permission:-**

- Park any vehicle anywhere on the property. We will give this permission only if the property has a garage parking space or a drive with a dropped kerb.
- Park any motor home, caravan, boat, trailer or business vehicle over 1 ton in weight at the property.
- Receive any payment for repairing any vehicle at your property. If we suspect that you are being paid for repairing a vehicle, we may ask you to prove that vehicle is your own.
- Park any vehicle, which is illegal (including untaxed) or is not roadworthy on any land belonging to us. If you do, we may remove the vehicle. We will give you 24 hours notice.
- Sell, rent or give away a parking space, which we provide for you.
- Park in a way which causes obstruction to other road users, including the emergency services vehicles.

**q. Overcrowding**

You must not allow your property to become overcrowded or exceed the number of persons who can occupy your home as set out in section 2 of this agreement.

**r. Pets**

You can keep domestic pets in your home, subject to the following conditions.

Pets must not be kept in a way or in a number that causes a risk to the health or safety of anyone or a nuisance to

neighbours. You must not keep more than two cats or two dogs (or one of each) unless you get our prior written consent.

**You cannot keep at or bring into your home or any shared area:-**

- A dangerous wild animal (as defined by the Dangerous Wild Animals Act 1976);

**or**

- A dangerous dog, as defined by the Dangerous Dogs Act 1991. If your home has a shared entrance or a shared garden or yard, you cannot keep a dog or a cat in your home. If an animal causes a nuisance or annoyance or damages your home or you do not comply with this section, we can require you to remove the animal from your home or we can impose any other reasonable condition to prevent the animal from causing nuisance or annoyance. You must comply with our requirements in this respect or you will be in breach of your tenancy and may lose your home.

You are responsible for any damage caused to your home or shared areas by any animal that is kept at your home or which visits your home. You will be charged for any costs that we incur as a result of such damage.

You cannot keep pigeons or birds of prey without our prior written consent.

**s. Satellite and television aerials**

You must not install a TV, CB, satellite dish or other aerials without our written permission.

**t. Running a business**

With our written permission you may run a business from your home, though you may also need planning permission. If we approve your request but you give your neighbours legitimate cause to complain we may withdraw our permission and you must stop your business.

## 6. Our responsibilities

### a. Moving in

We will let you move into your home when the tenancy starts.

### b. Rights of entry

**We will not interfere with your right to live peacefully in your home while the tenancy continues unless:**

- We need to carry out safety inspections to gas/electricity etc, inspect your home or carry out routine checks or works to your home or the property next door, or where we have concern about your safety or welfare. We will give you reasonable prior notice except in the case of emergency.
- We have obtained a court order to end the tenancy; or
- We need to make your home safe because we believe it has been abandoned and we think you are no longer living there.

### c. Repairs

**We will keep in repair:-**

- The structure and exterior of the premises including external walls, doors and window frames, the roof, chimneys (but not including sweeping), integral garages and stores.
- Ceilings, floors, internal plasterwork (not hairline cracks) and internal doors and frames.
- The services within the building including heating and hot water supply and electrical services excluding fuses and plugs.
- The water and gas supply, water heaters, fireplaces, fitted fires and central heating installations, sanitary fittings and drainage within the curtilage of the property.
- Those parts of the building used in common with other tenants, including lifts, door entry systems, corridors, stairways, external doors and communal lighting.
- Boundary walls, fences and hedging provided by us.
- Driveways, pathways, steps and hard standings provided by us. We would normally decorate the exterior of the premises and any communal parts at least once every 5 years. We will not repair or maintain anything which you are entitled to remove from the property, or any unauthorised alteration or addition you make to the property or its services.

We will maintain amenity land owned by us and adjoining your home to a reasonable standard.

## 7. How we may end your tenancy

So long as you remain an assured tenant, we can only end your periodic assured non shorthold tenancy by getting a court order for possession on one of the grounds in Schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). If we intend to seek possession of your home we will give you at least four weeks notice in writing unless:

- We are using grounds 14 and 14a (proceedings involving nuisance and/or domestic violence) when the notice may be less than four weeks.
- We are using grounds 7, 9 or 16 when the notice will be 2 months.
- The court has allowed us to go ahead without serving notice on you

We agree that unless this tenancy has been demoted, we will only try to get a court order for possession of your home on the grounds set out below. We will not seek to use grounds 1, 2, 3, 4, 5, 6, 8 and 11 to obtain possession of your home.

We may also apply for a demotion order under sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003). If we intend to seek a demotion order against you we will give you two weeks notice in writing unless the court has allowed us to go ahead without serving notice on you.

If this tenancy has been demoted, we may ask the court to make a possession order under other provisions of the Housing Act 1988 which give the court limited rights to refuse a possession order.

As well as seeking a possession and/or a demotion order, we can ask the court for an injunction, which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in anti-social behaviour.

## Grounds for possession

### **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**

#### **Ground 7**

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

We will only seek to recover possession of your home on this ground in the circumstances explained in condition 4c(v).

### **Part II Grounds on which Court may order possession**

#### **Ground 9**

### **Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.**

We will only seek to recover possession of your home on this ground if in addition we can show that:-

- a. we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/

- or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession; or
- b. your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person; or
- c. your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs; and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs; or
- d. your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence; or
- e. premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property, or a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy provided that we commence

proceedings for possession within twelve months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:

- i. The age of the person succeeding to your tenancy.
- ii. The period during which the person succeeding to your tenancy occupied the property with you as their only or principal home.
- iii. Any financial or other support given to you by the person succeeding to your tenancy.

### Ground 10

Some rent lawfully due from the tenant:-

- a. is unpaid on the date on which the proceedings for possession are begun; and
- b. except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

### Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

### Ground 13

The condition of the dwellinghouse or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwellinghouse and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant. For the purposes of this ground, "common parts" means any part of a building comprising the dwellinghouse and any other premises which the tenant is entitled under the terms of the tenancy to use in common

with the occupiers of other dwellinghouses in which the landlord has an estate or interest.

### Ground 14

The tenant or a person residing in or visiting the dwellinghouse:

- a. has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality; or
- b. has been convicted of:
  - i. using the dwellinghouse or allowing it to be used for immoral or illegal purposes;
  - or
  - ii. an arrestable offence committed in, or in the locality of, the dwellinghouse.

### Ground 14A

The dwellinghouse was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife or civil partner and:

- a. one or both of the Partners is a tenant of the dwellinghouse;
- b. the landlord who is seeking possession is a registered social landlord or a charitable housing trust;
- c. one Partner has left the dwellinghouse because of violence or threats of violence by the other towards:
  - i. that Partner; or
  - ii. a member of the family of that Partner who was residing with that Partner immediately before the Partner left; and
- d. the court is satisfied that the Partner who has left is unlikely to return. For the purposes of this ground "registered social landlord" and "member of the family" have the same meaning as in Part I of the Housing Act 1996 and "charitable housing trust" means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

## **Ground 15**

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwellinghouse and, in the case of ill-treatment by a person lodging with the tenant or by a subtenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

## **Ground 16**

The dwellinghouse was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

For the purposes of this ground, at a time when the landlord is or was the Secretary of State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, shall be regarded as employment by the Secretary of State.

## **Ground 17**

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by:-

- a. the tenant; or
- b. a person acting at the tenant's instigation.

## 8. Ending the tenancy

### If you want to end your tenancy you must:-

- Give us at least 4 weeks' notice ending on a Monday that you are going to move out. If you do not you will be charged rent for that period. Your notice should be delivered or sent to us in accordance with section 9 of this agreement.
- Pay your rent up to date
- Leave your home empty, in a reasonable, clean condition, leave our fixtures and fittings (or any replacement fixtures and fittings) in the same condition that they were found at the beginning of the tenancy (subject to fair wear and tear).  
The gardens should be left in a tidy condition and free from rubbish. If we have to reinstate any item in your home which is due to damage (not wear and tear) we will charge you for doing so.
- Hand all keys into the Housing Officer during office hours and before 12.00 noon on the last day of your tenancy
- In case of joint tenants only one tenant needs to give notice to end the tenancy.
- If you leave any possessions in your home when your tenancy ends, we will not accept any responsibility for them. We will remove them and store them for a maximum of one month. You will be responsible for meeting all reasonable removal and/or storage charges.  
We will notify you at your last known address. If the items are not collected within one month you agree that we may dispose of them and you will be liable for the reasonable costs of disposal.

## 9. Notices

We may serve notices (including notices of legal proceedings) on you by leaving them at your home or your last known address or sending them by first class post to your home or your last known address.

We will assume that you have received all letters and notices within 72 hours if we posted them, or within 24 hours if we delivered them by hand.

You must post or deliver any notices (including notices of legal proceedings and any other communications arising from this tenancy) to:

### **Ribble Valley Homes Limited**

44 York Street  
Clitheroe  
Lancashire  
BB7 2DL.

## Relevant legislation

The table below sets out the relevant legislation applicable to the various conditions of this agreement.

### Condition Relevant Legislation

**4c** Housing Act 1988, Section 17

**4f** Housing Act 1996, Section 16

**4g** Housing Act 1985, Section 105

**4h** Housing Act 1985, Sections 104 and 106

**4i** Housing Act 1985, Section 96 (as amended) and the regulations made under that section

**4j** Housing Act 1985, Section 92 and Schedule 3

**4k** Housing Act 1985, Sections 97, 98, 99, 99a and 99b (as amended) and the regulations made under those sections

Name

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Male / Female

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Relationship to tenant

---

Date of birth

---

National Insurance no.

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Your Household at the start of the tenancy

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