

# Secure Tenancy Agreement



Throughout this agreement "we/"our" refers to the Association and "you"/"your" refers to the tenant.

Communal parts/areas are defined as those parts and areas which you share with one or more tenants. They may include hallways, staircases, gardens, etc.

The dwelling which is the subject of this tenancy is held by Connect Housing Association Limited which is an exempt charity.

## **PART A**

As the Association, we agree:

### **Right to Occupy**

1. Not to interfere with or disturb you in your peaceful occupation of the dwelling.

### **Repairs/Care of Dwelling**

2. To carry out all repairs caused by fair wear and tear to:
  - the structure and exterior of the premises;
  - the installation for the supply of water, including sanitary fittings;
  - the installation for the supply of gas and electricity (not including meters);
  - fitted heaters, radiators and water heaters supplied by the Association.
3. To keep the exterior of the dwelling in a reasonable state of decoration and to repaint the exterior every five years.
4. To take reasonable care to keep any communal entrance halls, stairways, passageways and other communal parts in reasonable repair and state of decoration, and to keep the lighting of these areas in working order.

## Consultation

5. To consult with all tenants who are likely to be affected by any proposed change in policy and practice of housing management or maintenance.

## PART B

As the tenant you agree:

### Rent

6. To pay the rent (including the service charge and water rates where applicable) weekly in advance every Monday.
7. Rent is due for 48 weeks of the year. You will be notified prior to 1 April each year of the dates of the weeks when no rent is charged. Where a financial year has 53 weeks there will be five weeks where no rent is charged. Where a financial year has 52 weeks, there will be four weeks where no rent is charged.

### Termination

8. To give us four weeks written notice that you intend to leave.
9. To tell us immediately of:
  - any repairs which are our responsibility;
  - any damage to the dwelling or to fixtures and fittings;
  - any blockage to a WC or drains.
10. To pay for any repairs caused by willful damage or negligence by you, your family and visitors.
11. To keep the inside of the dwelling in a reasonable state of decoration.
12. To keep the dwelling clean and habitable and the gardens, dustbin etc, tidy.
13. Not to make any structural alteration or remove any of our fixtures and fittings without our written consent.
14. To allow our representatives to enter the dwelling to inspect its condition or

carry out repairs provided we give reasonable notice.

### **Moving Out**

15. To give the Association vacant possession and return the keys of the Premises at the end of the Tenancy and to remove all furniture, personal possessions and rubbish, leaving the Premises and the Association's fixtures and fittings in good repair and decorative order suitable for re-letting. The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy.

### **Assignment and Sub-Letting**

16. Not to assign or sub-let the dwelling without our prior written agreement.

### **Residential Use**

17. Not to use or allow to be used any part of the dwelling as a workshop, or for any trade or business purpose.

### **Vehicles**

18. Not to park or leave an untaxed vehicle on any part of our land, and not to park or leave a taxed vehicle other than in a parking area so designated by the Association. Our written consent must be obtained before parking any vehicle other than a private car or motorcycle in a designated parking area.
19. Not to carry out work on motor vehicles on any part of our land except minor repairs and maintenance work to your private car or motorcycle.

### **Nuisance**

20. Not to cause any disturbance or act likely to annoy the neighbours or others living round and about and not to use any part of the dwelling for illegal or immoral purposes.

### **Overcrowding**

21. Not to allow the dwelling to become overcrowded.

### **Harassment**

22. Not to harass, intimidate or cause discomfort to any neighbours or others

living round and about because of their colour, race, creed, ethnic origins, gender or disability.

### **Observance of Agreement**

23. To make sure that all those living in the dwelling and visitors keep to the terms of this agreement.
24. To observe the rules and regulations for the dwelling which the Association may from time to time impose for the well being of all living round and about.
25. Not to keep pets without our prior written consent and to exercise due control and care of any pets kept with our consent.

NB: Consent will not be given to the keeping of pets at certain properties.

## **PART C – GENERAL**

### **Security of Tenure**

26. The Association recognises that this is a secure tenancy.

### **Principal Home**

27. The dwelling is to be occupied by you as your only or principal residence, and you agree to give up the tenancy if it is not your principal residence.

### **Lodgers**

28. You have the right to take in lodgers, provided this does not cause overcrowding. You must give us details of any lodgers.

### **Succession**

29. A resident husband or wife may have the right to succeed to the tenancy on the tenant's death. Other residents may also have the right to succeed. Anyone claiming the right to succeed should notify us in writing within one month of the tenant's death.

### **Charges**

30. You are responsible for payment of all gas and electricity charges.

## **Alterations to this Agreement**

31. Apart from changes in rent (including service charges and water rates where applicable) this agreement can only be altered in two ways:
- a. by mutual agreement between the Association and the tenant.
  - b. by the Association using the following procedure:
    - i. Writing to you telling you what we want to change and asking you to write to use with your comments on our proposal within four weeks.
    - ii. Then, after considering any comments, sending you a notice of the alteration to the Tenancy Agreement and requesting your written agreement to the proposed alterations.