

Housing Management	Starter Tenancy
Providence Row Housing Association	VERSION: 2

PROVIDENCE ROW HOUSING ASSOCIATION

STARTER TENANCY AGREEMENT

(January 2010 version)

THIS TENANCY AGREEMENT IS BETWEEN

The Starter Tenancy agreement is between **PROVIDENCE ROW HOUSING ASSOCIATION** ('the Association') whose office is at 458 Bethnal Green Road, London, E2 0EA, Telephone: 020 7920 7300 and 020 73753915.

Name and address of Association

The Providence Row Housing Association (PRHA)

('the Association') of Providence House, 458 Bethnal Green Road, London E2 0EA

which is registered with the Housing Corporation under section 3 of the Housing Act 1996 and is an exempt charity.

Name of Tenant Address

which comprises: *Property details*

The Tenancy

This tenancy begins on **DATE**

This tenancy means that for the first 12 months it will be an assured shorthold tenancy and the tenant will occupy the premises as an assured shorthold tenant. If at the end of the 12 months, the housing association has not taken steps to end the tenancy, it will automatically convert into an Assured Tenancy. The housing association may extend the first 12 month period and, if so the tenancy will stay an starter (assured

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shorthold) tenancy for the period of the extension.

GENERAL TERMS

1. It is agreed as follows:-

Payments for the Premises

- (1) (i) The weekly rent for the Premises inclusive of service charge at the start of the tenancy shall be: **£00.00**
- (ii) The weekly service charge at the start of the tenancy shall be: **£00.00**
- (2) The payment of rent and service charge is due in advance **on the Monday of each week.**

Services

- (3) (i) The Association shall provide the services as set out below for which the Tenant shall pay a service charge.
- (ii) The Association may, after consulting the Tenants affected, increase, add to, remove, reduce, or vary the services provided.

Changes in Rent and service charge

- (4) (i) The Association may increase or decrease your rent with effect from the first Monday of April after the date of this tenancy and on the first Monday of April in each year thereafter.

The Association will change the rent by giving you at least four weeks notice in writing to tell you the amount of the new rent and the date when it must be paid. The revised Rent shall be the amount specified in the Notice.

The revised Rent shall not exceed the amount that would be set by a Rent Assessment Committee if they had the power to determine a market rent.

- (ii) The service charge may be varied at the same time as the Rent using the same procedure.

Service of notices

- (5) (i) Notice is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of the

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Association for the receipt of legal notices, and any other communication arising from this Agreement, is as shown on the front page

(ii) Any legal notice, or any other communication arising from this Agreement, shall be validly served on the Tenant if posted or delivered to the Premises.

Altering the agreement

- (6) With the exception of any changes in Rent or service charges, this Agreement may be altered only with the consent in writing of both the Tenant and the Association.

THE ASSOCIATION'S OBLIGATIONS

2. The Association agrees:-

Possession

- (1) To give the Tenant possession of the Premises at the commencement of the Tenancy.

Tenant's right to occupy

- (2) Not to interrupt or interfere with the Tenant's right peacefully to occupy the Premises except where –
- (i) access is required subject to reasonable notice, to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property, or
 - (ii) the Association is entitled to possession at the end of the Tenancy.

Repair of structure and exterior

- (3) To keep in good repair the structure and exterior of the Premises including –
- (i) drains, gutters and external pipes;
 - (ii) the roof;
 - (iii) outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;
 - (iv) internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
 - (v) chimneys, chimney stacks and flues but not including sweeping;
 - (vi) pathways, steps or other means of access;
 - (vii) plasterwork;

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- (viii) integral garages and stores;
- (ix) boundary walls and fences.

Repair of installations

- (4) To keep in good repair and proper working order any installation provided by the Association for space heating, water heating and sanitation and for the supply of water, gas and electricity, including-
 - (i) basins, sinks, baths, toilets, flushing systems and water pipes;
 - (ii) electric wiring including sockets and switches, gas pipes and water pipes;
 - (iii) water heaters, fireplaces, fitted fires and central heating installations.

Repair of common parts

- (5) To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other common parts, including their electric lighting, in reasonable repair and fit for use by the Tenant and other occupiers of and visitors to the Premises.

External decorations

- (6) To keep the exterior of the Premises and any common parts in a good state of decoration and normally to decorate these areas once every 7 years.

Housing Management

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

THE TENANT'S OBLIGATIONS

3. The Tenant agrees:-

Possession

- (1) To take possession of the Premises at the commencement of the Tenancy and not to part with possession of the Premises or to sublet the whole of it.

Rent

- (2) To pay the Rent and service charge weekly in advance.

Outgoings

- (3) To meet all outgoing applying to the Premises

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including water charges and electric and other costs whether metered or billed.

Use of Premises

- (4) To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises that might cause a nuisance or annoyance to other persons in the neighbourhood.

Illegal or immoral Use

- (5) Neither to use, or to allow members of his or her household to use the premises for illegal or immoral purposes.

Nuisance

- (6) Neither to cause, nor to allow members of his or her household or visitors to cause, a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent, employee or contractor of the Association.

Racial and other harassment

- (7) Neither to commit, nor to allow members of his or her household or invited visitors to commit, any harassment, or threat of harassment, on the grounds of race, colour, religion, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any tenant, employee, agent or contractor of the Association.

Noise

- (8) Neither to play, nor to allow to be played, any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside the Premises between the hours of 11.00pm and 7.30am.

Pets

- (9) To obtain the Associations written permission before keeping a dog or any other animal that might cause a nuisance or annoyance to other persons in the neighbourhood. Also to keep under control any animals kept at the premises with the written consent of the Association.

Internal decoration

- (10) To keep the interior of the Premises in good and clean condition and to decorate all internal parts of the Premises as often as is necessary to keep

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them in good decorative order.

To keep any communal areas clean, tidy and free from obstruction and not to smoke or allow members of the household or invited visitors to smoke in the communal areas.

Gardens and Private Balcony

- (11) To look after and to keep tidy and garden and or balcony that is let with the Premises. Items stored on private balconies should be limited to plant pots, table and chairs.

Damage

- (12) To make good any damage to the Premises or the Association's fixtures and fittings or to the common parts caused by the Tenant or any member of the Tenant's household or any visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Association in carrying out such works in default.

Not to alter the Premises, not to alter nor install electrical, satellite dishes, other aerial devices or other services without the consent in writing of the Landlord.

Reporting disrepair

- (13) To report to the Association promptly any disrepair or defect for which the Association is responsible in the Premises or the common parts.

Access

- (14) The tenant will allow the Association to hold keys to the property for use in emergencies or to carry out repairs or servicing.

To allow the Association's employees or contractors acting on behalf of the Association access at reasonable times and subject to reasonable notice to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. (The Association will normally give at least 24 hours' notice but more immediate access may be required in an emergency.)

In the case where keys to the property are not available to the Association the Tenant **agrees that the Association can use reasonable force to gain access** to carry out repairs or servicing where the

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Association reasonably believes that not to carry out the repair or servicing may cause serious risk or damage to the Tenant or to other tenants.

The Tenant will pay the Association's full costs in gaining access if it results from the Tenant failing to allow access, or failing to rearrange appointments for repairs, servicing or other works despite being given reasonable notice

Roadways

(15) Not to block local roadways and other vehicular access, and to keep them, and car parking spaces, clear of unroadworthy vehicles and other obstructions.

Car Parking

(16) Not to park any vehicle on the property. The tenant must also not apply for (unless the tenant is a holder of a disabled person's badge) a permit to park in the locality of the property.

Overcrowding

(17) Not to allow more people to reside at the Premises than the law allows.

Absence from Premises

(18) To inform the Association, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for 8 week or more.

Ending the Tenancy

(19) To give the Association at least one calendar month's notice in writing when the Tenant wishes to end the Tenancy.

Moving out

(20) 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 and leave the Premises and the Association's fixtures and fittings in good lettable condition and repair. The Association accepts no responsibility for anything left at the Premises by the Tenant at the end of the Tenancy.

Health & Safety

(21) To comply with any Health & Safety or fire advice given by the Trust and not to engage in any conduct likely to endanger the Tenants own health and safety or that of another person.

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THE TENANT'S RIGHTS

4. The Tenant has the following rights:-

Right to occupy

- (1) The Tenant has the right to occupy the Premises without interruption or interference from the Association for the duration of this Tenancy (except for the obligation contained in this Agreement to give access to the Association's employees or contractors) so long as the Tenant complies with the terms of this Agreement and has proper respect for the rights of other tenants and other persons in the neighbourhood.

Tenure

- (2) The Tenant shall remain an assured or an assured shorthold tenant for the duration of the Tenancy so long as he or she occupies the Premises as his or her only or principal home. So long as the Tenancy remains an assured shorthold tenancy the Association may end it only by obtaining a court order for possession of the Premises:

- (i) on one of the grounds listed in Schedule 2 to the Housing Act 1988; or
If the Tenancy ceases to be an assured tenancy the Association may end the Tenancy by giving four weeks' notice in writing to the tenant.

Notice Requiring Possession

- (3) During the first 12 months of the Tenancy (or longer if starter tenancy extended) the Association will be able to seek an order for possession either by relying on any of the grounds for possession listed in Schedule 2 to the Housing Act 1988 because the Association has served two months' notice requiring possession of the Premises, such notice not to expire within six months of the commencement of this Tenancy. The Association will normally only serve a notice requiring possession where the Tenant or a member of the Tenant's household have been guilty of at least one incident of anti-social behaviour or persistent low level nuisance or

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there has been a serious breach of this Agreement.

Becoming a non-assured shorthold tenancy

- (4) This tenancy is an assured shorthold tenancy for the first 12 months (or any extension period). It will automatically become an assured non-shorthold tenancy (on the same terms as set out in this Agreement) unless before the end of 12 months, or any extension period, the Association
- (i) begin possession proceedings to repossess the premises;
 - (ii) give 2 months notice under clause 3 above, and begin possession proceedings to repossess the premises within 2 months of the end of the notice requiring possession.

Whether (i) or (ii) apply then tenancy will continue to be an starter (assured shorthold) tenancy until:

- a. 2 months from expiry of the notice requiring possession (if no possession proceedings are issued within that time); or
- b. 28 days after the Association receive written notice from the courts that any possession proceedings, including any appeal, have been determined (if no possession order is made); or
- c. The tenancy is ended by a court order for possession.

If the tenancy converts to an assured tenancy, the Association will send the Tenant a letter confirming the change of status of the tenancy.

Extension of Starter Tenancy Period

- (5) The Association may decide to extend the first 12 month period of the Tenancy. The Association will make this decision before the end of the first 12 months, and will write to the Tenant to inform him/her of the decision to extend the assured shorthold tenancy. The Association may grant an extension of up to 6 months. During this period the tenancy will continue as an starter tenancy (assured shorthold tenancy).

Cessation of assured tenancy

- (6) If the Tenancy ceases to be an assured tenancy the Association may end the Tenancy by giving four weeks' notice to quite in writing to the tenant.

Right to Make

- (7) During the first 12 months of the tenancy (or any

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Improvements

extension period) the Tenant does not have the right to carry out any alterations, improvement or additions to the premises. If the tenancy continues after 12 months (or any extension period) the Tenant may make improvements or alterations provided that the Tenant has first obtained the written consent of the Association and all other necessary approvals (for example, planning permission or building regulations approval). The Association will not unreasonable withhold its consent but may make it conditional upon the work being carried out to a certain standard and that it does not cause a nuisance or materially interfere with neighbours. Failure to see the Association consent or to comply with the Association conditions shall be a breach of the Tenant's obligations under the Tenancy.

Right to repair

- (8) The Association shall establish a scheme providing the Tenant with a remedy if the Association fails to carry out its obligations to repair. The scheme shall operate in accordance with the requirement of the Housing Corporation as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

Right to consultation

- (9) The Association shall consult the Tenant before making changes in matters of housing management or maintenance that are likely to have a substantial effect on the Tenant.

Right to information

- (10) The Tenant has a right to information from the Association about the terms of this Tenancy and about the Association's repairing obligations, its policies and procedures on tenant consultation, housing allocation and transfers, and its performance as a landlord.

Right to Exchange

- (11) The Tenant has the right to exchange this Tenancy by assignment with that of another assured periodic of a registered housing association or local authority subject to the prior written consent of the Trust which shall only be withheld on the specified grounds. (the Tenant does not have the right during the first 12 months of the tenancy or any extension

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period).

Complaints

- (12) The Association shall establish a procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy. The procedure shall operate in accordance with the requirements of the Housing Corporation as laid down from time to time. The Association shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

If still dissatisfied after the complaints procedure has been exhausted, the Tenant has the right to refer the matter to the Independent Housing Ombudsman.

Signed on behalf of the
Association.....

Signed by the Tenant.....
.....

Date:

The Association is subject to any guidance on housing management practice issued by the Housing Corporation with the approval of the Secretary of State and this Tenancy is one to which that guidance applies.

The Association has statutory duties to disclose information to the Police, Local Authorities or Government Agencies for the prevention and detection of fraud. Apart from this duty, all information regarding a tenant given to the Association will be confidential to the Association.

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