

# North Lincolnshire Homes Assured Tenancy Agreement (Protected)





# Tenancy Particulars

## This tenancy agreement is between:

### Our name and address

North Lincolnshire Homes Limited

(‘we’ ‘us’ or ‘our’) of Meridian House, Normanby Road, Scunthorpe,  
North Lincolnshire, DN15 8QZ.

We are registered with the Housing Corporation under section 3 of the Housing Act 1996.

We are registered in England & Wales.

### Name of Tenant

.....  
.....

(‘the Tenant’ or ‘you’) (In the case of joint tenants, the term ‘Tenant’ or ‘you’ applies to each of you and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this tenancy agreement and each joint tenant is responsible for paying all the rent and any service charge (including any arrears). We can recover any unpaid rent or service charge for your home from any one joint tenant. So if one joint tenant leaves the home, the remaining tenant or tenants must pay any rent and any service charge (including any arrears) that may still be owed.)

### Address

In respect of .....  
.....  
.....(‘your home’)

### Description of your home rented under this tenancy agreement

In this agreement ‘Your Home’ or ‘the property’ means the home at the address shown above and any includes any fixtures or fittings, gardens (but not communal gardens), hardstanding, balcony, outbuilding, shed, fence or wall let with it.

### Registered Charity

The dwelling that is the subject of this tenancy is held by (the landlord in trust for) a charity and the grant of this tenancy is a disposition falling within paragraph (a) of section 36(9) of the Charities Act 1993.







We are 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.

## **Your Assured Tenancy Agreement**

The 'Assured Tenancy Agreement' is a legal contract between you and North Lincolnshire Homes – your landlord. It tells you what your rights and responsibilities are as a tenant and what we must do for you.

## **Amendments to Legislation**

Any reference in this tenancy agreement to an Act of Parliament refers to that act as it applies at the date of this Agreement and any later amendment or re-enactment of it.

## **Right of Third Parties**

You and we agree that the provisions of Contracts (rights of Third Parties) Act 1999 will not apply to this Tenancy Agreement, which means that none of its terms can be enforced by any other person save for a person to whom it is lawfully assigned or who succeeds to it in accordance with the provisions in Section 6 Succession, assignment and exchange.

## **Tenants handbook.**

The Tenants Handbook does not form part of your Tenancy Agreement. The Tenants Handbook tells you more about us, and about our policies and services.

Your Assured Tenancy Agreement is set out in these sections:

- Section 1 – Rents and service charges
- Section 2 – Your obligations as tenants
- Section 3 – Our obligations as Landlord
- Section 4 – Ending your tenancy, demotions and injunctions
- Section 5 – Your rights
- Section 6 – Succession, assignment and exchange
- Section 7 – Grounds for possession

**1. Definitions**

- 1.1 "Your home" means the dwelling let to you and any garden, garage, parking space or any other area let with the dwelling including fences and other structures.
- 1.2 Where your home is a flat or sheltered accommodation the words "Communal Area" means the entrances to the building of which the flat or sheltered accommodation forms part and the doorways, halls, lifts, staircases, landings, passageways, corridors, drives, yards, drying areas, gardens, refuse chutes /storage, outhouses, laundry rooms and other areas which are provided by us for the common use of you and other occupiers of the building.

**2. Payments for your home**

- 2.1 The weekly rent for your home (including service charge if applicable) at the start of the tenancy is set out in the Tenancy Particulars.
- 2.2 We will work out your rent and service charge every year so that you will have four non-payment weeks during the year. We will tell you at the start of the year which weeks are 'non-payment' weeks. If you have missed any rent or service charge payment then the 'non-payment' weeks do not apply and you must pay rent and service charge and arrears as usual during these weeks.

**3. Rent arrears & credits**

- 3.1 If when this agreement is granted you have made any advance rent payments (known as credits) or have rent (or service / Supporting People charges) arrears on your rent account for your home we will;
- i add the amount of any credit you have to your rent account (this is known as crediting your account) or;
  - ii add any arrears you have to your rent account (this is known as debiting your account).

So that this is entirely clear, by signing this Tenancy Agreement you are agreeing that we will treat any rent or service charge or supporting people charge arrears that you owe to North Lincolnshire Council (the Council), on your home before the date of this Agreement as arrears under this agreement. We may claim these arrears as if this Tenancy Agreement has not been granted and your old Tenancy Agreement was still in force.

- 3.2 If you leave your home to become our tenant in another property owned by us:-
- i we may use all payments made by you on your new home to pay off any arrears on your old home, or
  - ii we will also be able to use any

rent payments you have built up to cover the rent on your new home.

#### 4. Services

- 4.1 We shall provide the services (if any) set out on page 3 for which you shall pay a service charge. This includes support charges applicable to accommodation designated specifically for older people. These charges only apply to your home if an amount has been entered against a service on page 3.
- 4.2 We may, after consulting the Tenants affected, increase, add to, remove, reduce, or vary the services provided or introduce new services.
- 4.3 With effect from the first Monday in April 2007 we may increase your service charge (if it applies) at any time if we give you at least one calendar month's notice in writing, but not more than once a year unless there is a change in the services provided.
- 4.4 Each year, at the end of December, we will estimate the sum we are likely to spend in providing services to you over the coming calendar year. That will be the service charge we will ask you to pay for the year.
- 4.5 At the same time, we will work out how much we have actually spent on providing services for you in the previous calendar year. If we have overcharged you, we will reduce

your service charge for the coming year. If we have undercharged you, we will increase your new service charge.

- 4.6 We will give you a certificate showing what is included in your service charge. When you receive your certificate, you have the right, within six calendar months of receiving the certificate, to examine the service charge accounts, receipts and other documents relating to them and to take copies of extracts from them. We will make a small charge to cover the cost of any copying.
- 4.7 We can only make reasonable services charges for the services or work we do which must be of a reasonable standard.

#### 5. Changes in rent

- 5.1 Until 31 March 2012, the weekly rent you must pay will be varied on the first Monday in April in each of 2007, 2008, 2009, 2010 and 2011 ("the rent variation day") by no more than the "Maximum". We will give you at least four weeks notice in writing of the new rent.
- 5.2 The "Maximum" is such amount as would increase the weekly rent to the rent on 31 March preceding the relevant rent variation day as varied by the change in the rate of inflation plus one half per cent (0.5%) plus £2.17.

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5.2.1 The rate of inflation is measured by the change in the RPI.

5.2.2 "change in the RPI" means that percentage change in the RPI (up or down) over the 12 month period ending with the date of publication of the figure for RPI published for the last September before the relevant rent variation day.

Throughout this Condition 5, "RPI" means the United Kingdom General Index of Retail Prices (All Items). If such an index is no longer published or if the basis of calculation is changed, RPI means another published index of retail prices as we, acting reasonably, will decide.

5.3 On and from the first Monday in April 2012 we may increase or decrease the rent once each year in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988. We will give you not less than one calendar months' notice in writing and the notice shall specify the Rent proposed. The revised Rent shall be the amount specified in the notice of increase unless you refer the notice to a Rent Assessment Committee to have a market Rent payable for the following year shall be the Rent so determined.

## 6. Service of notices

6.1 This condition gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices,

and any other communication arising from this tenancy agreement, is:

North Lincolnshire Homes Limited  
Meridian House,  
Normanby Road,  
Scunthorpe,  
North Lincolnshire  
DN15 8QZ

6.2 Any legal notice, or any other communication arising from this Tenancy Agreement, shall be validly served on you if posted, delivered or affixed to your home.

## 7. Altering the agreement

Except for any changes in Rent or service charges or where permitted under future legislation, this tenancy agreement may be altered only with the written consent of both you and North Lincolnshire Homes.



You agree:

**1. Possession**

To take possession and occupation of your home at the start of the tenancy and not to part with possession of your home or sub-let the whole of it. This means that you must move in to your home at the start of the tenancy and then continue to live in your home.

**2. Rent**

To pay the Rent and any Service Charges (if applicable) in advance on every Monday of each week.

**3. Outgoings**

To meet all outgoings applying to your home including water charges and electric and other costs whether metered or billed.

**4. Nuisance & anti-social behaviour**

4.1 Not to cause nuisance, annoyance or disturbance at your home or in the locality of your home or in the neighbourhood or to any of our other tenants, or members of their household or any other person.

4.2 Not to allow anyone living at your home whether permanently or temporarily, or any visitor to your home, to cause nuisance, annoyance or disturbance at your home or in the locality of your home or in the

neighbourhood or to any of our tenants or members of their household, our staff, our contractors or any other person.

4.3 To take whatever action is required to prevent anyone living at your home or any visitor from causing such nuisance, annoyance or disturbance.

**5. Noise**

Not to create noise or allow noise of an excessive level to emanate from your home so as to cause a nuisance, annoyance or disturbance to occupants of neighbouring premises or any other person in the locality or in the neighbourhood around your home.

**6. Racial & other harassment**

Neither to commit, nor to allow members of your household or visitors to commit, any harassment, or threat of harassment, including but not limited to any harassment relating to 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 of our tenants or their visitors, employees, agents or contractors.

**7. Damage**

Not to cause damage to any part of your home including fixtures and

fittings, walls, doors and fences or to any other premises or property owned by us. Not to allow any person living at your home whether permanently or temporarily or any visitor to your home, to cause damage to any part of your home or any other premises or property owned or previously owned by us. To pay to us on demand the reasonable cost incurred by us in making good such damage.

**8. Responsibility for children & others**

To be responsible for the behaviour of any person living at your home whether permanently or temporarily, including children and other members of your family or household, or visitors to your home. You must pay to us on demand the reasonable cost of making good any damage or loss caused by such persons in breach of any of the terms of this Tenancy Agreement, including malicious damage or damage or loss caused by theft of any property belonging to us.

**9. Theft**

Not to steal any item of property from any premises or property owned or previously owned by us or by the Council.

**10. Pets**

Not to allow pets, birds or animals kept at your home to cause a

nuisance or annoyance to neighbours and to remove any pet, bird or animal which does cause nuisance or annoyance. To make sure that any pets, birds or animals are kept in clean conditions and the areas around any hutches, pens or cages are kept clean and tidy and free from rubbish. To make sure that any droppings or faeces from animals are cleared away regularly and disposed of properly.

**11. Business use & storage of materials**

Not to use or allow your home to be used for any business purposes or for the storage of scrap or other materials without our prior written permission. We shall not unreasonably withhold our permission.

**12. Heaters, storage of explosive & inflammable materials**

Not to use nor allow to be used paraffin or bottled gas heaters at your home or use or allow to be stored at your home any substances of an explosive or inflammable nature without our prior written permission. We shall not unreasonably withhold permission.

**13. Repair of cars**

Not to carry out or allow to be carried out major repairs to any motor vehicle sited at your home or on any road or communal area in

the locality of your home, or on any land we own, without our prior written permission. We shall not unreasonably withhold permission.

**14. Illegal use of your home**

Not to use or allow your home to be used for any illegal or immoral purpose including the storage of, or possession of, or dealing in, stolen property or illegal drugs, or the use of illegal drugs, or engage in any other illegal or immoral activity in the locality of your home or on other neighbouring estates.

Not to store or use on the premises illegal weapons, firearms, other projectile devices or explosives.

**15. Internal decoration**

To keep the interior of your home clean and tidy and in good decorative order and not to use or apply to walls or ceilings textured coatings (e.g artex) or non-domestic paints. Not to use or apply any paint or coating of any description to fixtures, fittings or appliances for the heating of space or water (this includes not applying any paint or coatings to baths, wash basins, toilets, kitchen units and any fires, boilers or water heaters).

**16. Repairs / works that are tenants responsibility**

16.1 To carry out the following works:

i unblock waste pipes and drain gullies (except where the blockage occurs outside your control).

ii sweep chimneys (where applicable)

iii fill minor plaster cracks and seal the edges of the bath, wash hand basins and sinks.

16.2 To repair or replace, as necessary, the following items or parts of your home:

i the handles, bolts and catches of internal doors and cupboards.

ii letter boxes and door numbers.

iii toilet seats and the chains and plugs to wash hand basins, baths and sinks.

iv fire grate bottoms and ash pans.

v fences and gates to your home not erected by North Lincolnshire Homes or the Council when they were landlord of your home.

vi light bulbs, fluorescent tubes, starters and fuses and batteries for smoke alarms (where smoke alarms are not mains powered).

vii refuse bin, if lost or damaged.

viii any sheds, garages or outbuildings which serve your home as notified by us.

- 16.3 To pay us on demand the reasonable cost of making good any of the items referred to in 16.1 and,
- 16.2 (including damage caused by neglect or malicious damage and damage caused by a member of your family or visitors to your home) where you fail to carry out the works or repair or replace the item within 14 days of being so required by us.
- 17. Entry**
- 17.1 To allow us, our employees, invitees, agents or contractors to enter your home upon at least 24 hours written notice except in case of an emergency - (see 17.2) for the purpose of:
- i checking that you are complying with the terms of this Tenancy Agreement.
  - ii inspecting the state and condition of your home, including where such inspection is required for the purpose of facilitating an exchange or transfer of your home.
  - iii carrying out such repairs, alterations, improvements or any other works to your home or the building of which your home forms part or other adjoining property which we deem necessary.
  - iv enabling us to comply with any obligations laid down in any Act of Parliament or subordinate regulations.
- 17.2 In the case of an emergency we or our, employees, agents or contractors may enter your home without notice by using reasonable force to gain entry. We shall make good all damage arising from such entry.
- 18. Gardens**
- 18.1 To maintain any garden area which is let as part of your home in a tidy condition free from excessive weeds, rubbish and litter.
- 18.2 Not to use any garden area which is let as part of your home to park any motor vehicle, trailer, caravan, or boat.
- 18.3 Not to site, create or use any form of accommodation, including but not limited to, any caravan, motor home, tent or shed.
- 19. Parking of vehicles**
- Not to park or allow to be parked at your home any motor vehicle, trailer, caravan or boat in any other than designated parking areas. Designated parking areas can be at your home or elsewhere on the estate of which your home forms part. Unless otherwise specified, an estate road is not to be considered a designated parking area but such



parking will be allowed provided danger, nuisance or obstruction to other vehicles or pedestrians is not caused.

**20. Driveways**

To share the use of any driveway which gives access to your home and any adjoining property with the occupiers of the adjoining property. Not to park or allow any person to park any motor vehicle, trailer, caravan or boat on the driveway or to otherwise obstruct it. Not to fence any part of the driveway without obtaining our prior written permission. We shall not unreasonably withhold our permission. Not to use the driveway as an access for vehicles unless a proper footpath crossover has been provided.

**21. Overcrowding**

Not to allow more than the number of persons shown on page 3 to live at your home.

**22. Lodgers**

To tell us on request of the name, age and sex of any lodger or any intended lodger and of the accommodation he or she occupies or will occupy.

**23. Sub-letting**

23.1 Not to sub-let the whole of your home.

23.2 Not to exchange, assign or sub-let part of your home without obtaining our prior written permission. We may impose conditions if we give consent.

**24. Reporting damage or repairs**

To inform us in writing as soon as reasonably practicable of any repairs needed or damage to your home or the common parts that we are obliged to remedy or repair.

**25. Informing the police of criminal damage or vandalism**

To inform the Police immediately of any criminal damage or acts of vandalism to your home.

**26. Absence from your home**

To inform us, in writing and if possible in advance, if you are or expect to be absent from your home for 28 days or more.

**27. Additional conditions for flats & sheltered accommodation**

27.1 Not to throw or drop any article from any balcony or window.

27.2 Not to block any refuse disposal chutes.

27.3 Not to deposit rubbish or litter in the Communal Area and not to damage or interfere with door entry, security or safety equipment.

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## Section 2 • Your Obligations as the Tenant

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- 27.4 Not to obstruct or leave any item in or upon the Communal Area.
- 27.5 Not to bring into your home or the Communal Area any motorcycle, moped or any machinery having a petrol or diesel engine.
- 27.6 Not to leave litter or refuse anywhere except in the places provided by us.
- 27.7 To keep the area immediately outside the entrance of the door of your home in a clean and tidy condition.
- 27.8 Not to keep a dog or large pet or animal at your home without our prior written permission. We will not unreasonably withhold our permission.
- 27.9 Not to allow any dog, pet or animal kept at your home to roam the Communal Area untethered or unleashed or to foul the Communal Area.
- 27.10 To share the use of communal gardens with other tenants and not to cultivate, fence off or restrict access to any parts of the communal garden areas without our prior written permission. We will not unreasonably withhold our permission.

We agree:

**1. Possession**

To give you possession of your home at the start of the tenancy.

**2. Tenant’s right to occupy**

Not to interrupt or interfere with your right peacefully to occupy your home except where:

- 2.1 access is required subject to reasonable notice, to inspect the condition of your home or to carry out repairs or other works to your home or adjoining property, or,
- 2.2 we are entitled to possession of your home at the end of the tenancy.

**3. Repair of structure & exterior**

To keep in good repair the structure and exterior of your home including

- 3.1 drains, gutters and external pipes;
- 3.2 the roof;
- 3.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;
- 3.4 internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;

3.5 chimneys, chimney stacks and flues but not including sweeping;

3.6 pathways, steps or other means of access;

3.7 plasterwork (except for minor cracks); and

3.8 integral garages and stores

**4. Repair of installations**

To keep in good repair and proper working order any installation provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity, including-

- 4.1 basins, sinks, baths, toilets, flushing systems and water pipes;
- 4.2 electric wiring including sockets and switches, gas pipes and water pipes;
- 4.3 water heaters, fireplaces, fitted fires and central heating boilers and installations.

**5. Repair of common parts & communal areas**

To take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes, drying areas and any other common parts, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to your home.

**6. External decorations**

To keep the exterior of your home and any common parts in a good state of decoration.

**7. Housing management**

To provide you with information on our housing management policies as required by the guidance issued by the Housing Corporation under the provisions of Section 36 of the Housing Act 1996.

**1. Termination**

On termination of the tenancy you agree to give us vacant possession of your home.

**2. Written notice to end your tenancy**

You agree to give us, unless otherwise agreed in writing by us, at least 28 days written notice, expiring at 12 noon on a Monday, should you wish to end your tenancy.

**3. End of tenancy**

3.1 You agree to give us vacant possession and to leave your home (including our fixtures and fittings) in a proper state of repair and tidy condition and to remove from your home and garden all furniture, personal possessions, rubbish and other debris and hand over all keys to your home to us at the end of your tenancy.

3.2 You agree to pay us on demand the cost of putting your home into a clean and tidy condition and making good any damage to your home and the cost of disposal of any possessions, rubbish and other debris left at your home at the end of the tenancy. We do not accept responsibility for anything you leave at your home at the end of the tenancy.

**4. Tenure**

4.1 You shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988. 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).

4.2 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.

4.3 If we intend to seek possession of your home, as long as this tenancy has not been demoted, we will give you four weeks' notice in writing unless:

- i we are using grounds 14 or 14A when the notice may be less than 4 weeks; or
- ii we are using grounds 7, 9 or 16 when we will give 2 month's notice; or
- iii the Court has allowed us to go ahead without serving notice on you.

4.4 We agree that, unless this tenancy has been demoted, we will only

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## Section 4 • Ending Your Tenancy, Demotions & Injunctions

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serve a notice (or ask the court to allow us to go ahead without serving notice) and seek possession of your home on the grounds and in the circumstances set out in Section 7 of this Agreement (Grounds for Possession).

- 4.5 If this tenancy has been demoted, we may ask the Court to make a possession order under other provisions of the Housing Act 1988. These give the Court limited rights to refuse a possession order.
- 4.6 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 the dwelling for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.

### 5. Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you four weeks' notice in writing.

You have the following rights:

**1. Right to occupy**

You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligation contained in paragraph 17 of section 2 of this Tenancy Agreement to give access to our employees or contractors).

Your right to occupy your home is at risk if you do not comply with the terms of this Tenancy Agreement.

**2. Right to make improvements**

You may make improvements, alterations and additions to your home including putting up a television aerial, external decoration and additions to, or alterations in, our installations, fixtures and fittings, provided that you have first obtained our written consent and all other necessary approvals (for example, planning permission and /or building regulations approval). We shall not unreasonably withhold our consent but may make it conditional upon the work's being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

**3. Compensation for making improvements**

You have the right to claim compensation for certain improvements which you have made to your home after a certain date. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request.

**4. Right to repair**

You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a specified timescale. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales.

**5. Right to information**

You have a right to information from us about the terms of this Tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

**6. Preserved right to buy**

- 6.1 As long as you qualify under the legislation, you have the preserved right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 as amended.
- 6.2 If you were an Introductory Tenant of the Council immediately before we became your landlord, we will give you a right to buy your home as far as possible on the same terms as the Preserved Right to Buy.
- 6.3 If you die, the person who takes over the tenancy under the succession rights in Section 6 of this Agreement will also take over your Preserved Right to Buy (if you had that Right).
- 6.4 You will not have the right to buy your home if you live in sheltered housing, or other housing excluded from this legislation or if your tenancy has been demoted.
- 6.5 If you became the tenant under this Tenancy Agreement following an exchange (under Section 6 below), you do not have a Preserved Right to Buy unless you had that right under a previous tenancy which we granted to you.

**7. 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 that legislation.

**8. Right to consultation**

We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your tenancy.

**9. Complaints**

- 9.1 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 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.
- 9.2 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.

**10. Preserved rights**

So far as possible, we agree to give you the rights in Conditions 1 to 8 above as they apply to a secure tenant of a Council landlord and as if Sections 92-101, 104-106 and Schedule 3 of the Housing Act 1988 applied to this tenancy.

## 1. Successions to a partner

- 1.1 If you are a sole Tenant who is not a Successor (see definition below), the tenancy will pass to your partner (whether or not married to the Tenant or civil partner, and including a same - sex partner) under the provisions of the Housing Act 1988 provided that he or she occupies your home at the time of your death as his or her only or principal home.
- 1.2 A Successor is:
- 1.2.1 a partner who became the Tenant under this Condition; or
- 1.2.2 a person who inherited this tenancy (see Condition 2 below); or
- 1.2.3 a person who was granted this tenancy under a condition similar to Condition 3 (below) in another tenancy agreement; or
- 1.2.4 a person who would have been entitled to succeed if the previous Tenant had died and who became the tenant under Condition 6 (below); or
- 1.2.5 a tenant by survivorship when one of two or more joint tenants has died; or
- 1.2.6 a person who became the tenant under the Right to Exchange (see Condition 7 below) and you were a successor under your previous tenancy; or

- 1.2.7 a person who became the tenant under a court order under Section 24 of the Matrimonial Causes Act 1973 or Section 17(1) of the Matrimonial & Family Proceedings Act 1984 and the other party to the marriage was a successor.

- 1.2.8 a person who became the tenant under a court order under Part 2 of Schedule 5 or paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004 and the other person to the civil partnership was a successor.

- 1.3 If you were granted this tenancy on the transfer of your home from North Lincolnshire Council to us, we will not take account of any successions before the date of the transfer.

## 2. Succession (other than to spouse) - or civil partnership

If you are a sole Tenant who is not a Successor as defined in Condition [1] (above) we will not seek possession under ground 7 of Schedule 2 of the Housing Act 1988 if the person who inherits this tenancy:

- 2.1 is a member of your household; and
- 2.2 lived with you for the twelve months before the Tenant's death; and
- 2.3 lived in your home as his or her only or principal home at the time of the Tenant's death; and
- 2.4 agrees in writing to abide by the terms of this tenancy.

2.5 We may seek possession if, six months after the death of the Tenant, there has been no grant of probate or letters of administration.

### 3. Special succession rights

If inheritance rules do not allow someone who qualifies under Condition 2 of this section to take 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 apart from the rent which will be the rent we would charge a former Council tenant for that other home.

### 4. Second succession rights

If you are the First Successor (as defined in Section 6, Condition 4.7) then on your death we agree that as an additional right a person will have a right to succeed to this tenancy if that person:-

- 4.1 is a member of your household, and
- 4.2 lived with you for the twelve months before your death; and

4.3 lived in your home as his or her only or principal home at the time of the your death; and

4.4 agrees in writing to abide by the terms of this tenancy; and

4.5 notifies us in writing of their claim to succeed within 3 months of your death (at our discretion we may allow a longer period).

4.6 We will then use Ground 7 (see Section 7) to end this tenancy and will 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 the person entitled to a new tenancy is someone apart from your partner and your home would be larger than they reasonably require, we may offer them a tenancy of a more suitable home owned by us. The new tenancy will be on the same terms and conditions as this tenancy apart from the rent which will be the rent we would charge a former Council tenant for that other home.

If more than one person claims the tenancy under this condition, then they must decide among themselves who should get the tenancy. If they cannot agree, we will decide.

4.7 For this Condition 4, a First Successor is a person who is a Successor as defined in Condition 1.2 of Part 6 and who succeeded to this tenancy under Part 6, Sections 1, 2 or 3 from

the tenant named in this Tenancy Agreement and who was given the tenancy on the transfer of your home from the Council to us.

#### **5. Competing succession claims**

If more than one person would be allowed to claim the tenancy under Condition 2 or 3 above, they must decide between them who should get the tenancy. If they cannot agree, we will decide.

#### **6. Assignment**

You may only assign this tenancy in furtherance of a court order or with our written consent when exercising the right to exchange set out in Condition 7 or assigning the tenancy to someone that would have been qualified under Condition 1 or 2 to succeed to the tenancy if you had died.

#### **7. Right to exchange**

7.1 Subject to first getting our written consent, you have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority. We will only refuse consent in the same circumstances where a Council landlord would be able to refuse consent.

7.2 You must not charge any premium in relation to an exchange of this tenancy.

## 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 Section 6, Conditions 3 to 5.

### 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:

- i 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
- ii 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
- iii 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
- iv 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
- v 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.
- vi A member of your family (not your spouse 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:
- vii The age of the person succeeding to your tenancy
- viii The period during which the person succeeding to your tenancy occupied the property with you as their only or principal home
- ix 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

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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 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 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.

#### 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.













