



## **Your Rights & Responsibilities**

## **Your Assured Tenancy Agreement Explained**

## An introduction to your Tenancy Agreement

Your tenancy agreement is a legal document.

- Most new tenants will sign an Assured Shorthold Starter tenancy Agreement when they move in, this means that we will monitor your tenancy for the first 12 months. If there are incidents of Anti Social Behaviour or you do not pay your rent, we may extend your starter tenancy. If there are no concerns after 12 months, your tenancy becomes an Assured Tenancy.
- A tenancy is granted on the basis that you have declared all information about previous tenancy history or other relevant information during the interview process. If we find out at a later date that information has been withheld or given incorrectly, we may take steps to end the tenancy.
- The agreement can only be varied if we serve the appropriate notices to you. Examples of when we may vary an agreement are if we wanted to make a change to something and your tenancy agreement did not allow us to do so. We do not do this very often.
- There is no Right to Buy the property.
- If you have any concerns about your legal rights or obligations, you should seek independent advice from an organisation such as the Citizens Advice Bureau, Shelter or a Solicitor.

## Rent Increases

- We can only increase your rent once a year.
- Rent increases take place in April or May each year.
- You will receive one months notice in writing of any changes to your rent.
- The rents we can charge are set by the Regulator of Social Housing.

## Service Charges

- We will not increase your service charge more than once a year unless there is a change in the services provided.
- You will receive one months notice in writing of any changes to your service charge.
- Your service charge is variable which means we estimate the cost in April and we send you an actual cost the following September, any money we did not recover will be added to the next years estimate. Any money over recovered will be deducted from the next years estimate.
- If you want more details on how service charges are calculated, you can contact us and request this information.
- You have the right to apply to the First-tier Tribunal Property Chamber (Residential Property) if you do not feel the charges are reasonable.

## Conditions for using your home – Your Responsibilities

- You must occupy your home as your main home.
- You cannot own or rent any other property which it would be reasonable for you to live in as your home whilst having a tenancy with us.
- If you are going to be away from your home for more than 6 weeks, you should notify us of this and your expected date of return.
- You are not able to grant a sub tenancy to anyone else.
- You are not able to assign the tenancy to anyone else without permission from Broadland, unless its been made through a Court.
- You are responsible for all bills relating to the use of your home, unless your agreement says that they are part of your service charge. For example, electric, gas and water bills.
- You are responsible for the cost of replacing or repairing any fencing that divides your property.
- If you have any repairs needed to your home, it is important you tell us about them quickly so we can make an appointment to get them fixed.
- You must allow our staff and contractors access at reasonable times to carry out repairs, gas and electrical testing and other surveys. We will make an appointment with you for all routine appointments and give a reasonable amount of notice. If we are unable to get access, we will apply for an Injunction through the Court.
- You are not able to use your loft space for storing items.
- You are not able to store any oil, flammable, combustible or radioactive materials in your home or outbuildings.
- You are not able to install or use any gas, oil or paraffin or LPG heaters that do not have external flues.

## Conditions for using your home – When you need to get written permission

There are parts of your tenancy agreement that require you to get approval from Broadland before you can do certain things.

This may or may not be granted, if we are unable to let you do something, we will explain why. We will not unreasonably refuse permission.

This process will be done in writing.

Examples in your tenancy agreement where you need written permission are:

- To have a lodger come and live with you.
- To have a pet/s in your home.
- To run a business from your home.
- To make any alterations to your home. Examples of alterations are:
  - Attaching CCTV to your home
  - Altering electrics including light fittings
  - Fitting a cat flap
  - Any works that require building consent or planning permission
- To have unroadworthy vehicles at your home

## Your Community and Environmental Responsibilities

- You are responsible for the conduct of your household, this includes anyone living there or visiting you. It also includes any pets living or visiting your home.
- You must not let anyone living or visiting your home to cause a nuisance to anyone else. Examples of behaviour which causes a nuisance can include:
  - Loud music
  - Alcohol related nuisance
  - Damage or causing a nuisance in communal areas
  - Causing noise nuisance
  - Any criminal behaviour
  - Leaving rubbish where it does not belong, this includes in your gardens.
  - Noise nuisance from vehicles or keeping vehicles that are not roadworthy at your home without our permission.
  - Allowing pets to foul and not clearing it up, this includes in your own garden as well as communal areas.
  - Noise nuisance from pets
  - Pets being allowed to go on other people's property

Please note that these are the most common examples we get reported to us, it is not a full list of what a nuisance is.

- You must not allow your home to be used for any criminal, immoral or illegal purpose.
- You or anyone visiting your home must not harass or threaten to harass on the grounds of race, religion, sex, sexual orientation, disability or any other reason that may cause offence to anyone else living, working or visiting the neighbourhood. This includes Broadland staff and contractors.
- Harassment can include the following:
  - Behaviour causing alarm or distress to others.
  - Language causing alarm or distress.
  - Using or threatening to use violence,
  - Using insulting or abusive words or behaviour.
  - Damaging or threatening to damage another person's home or possessions.
  - Writing threatening, abusive or insulting letters or graffiti.

Please note that these are the most common examples we get reported to us, it is not a full list of what harassment is.

- If you or any other person (including children) living in or visiting your home is convicted of any arrestable offence committed in your home or in the neighbourhood, we may take legal action to evict you.
- You must not assault, threaten, or harass any person living with you or to sexually or emotionally or financially abuse them, such that the person can no longer live peacefully in your home.
- You need to keep the interior of your home in good order and condition and not allow it to deteriorate. You must not display, affix or hang any objects on the outside of your home, or display any notices or posters in the windows of your home.
- You need to keep your garden tidy and hedges trimmed to a reasonable height and take steps to prevent your garden becoming seriously overgrown. Any fences must be kept in a good state of repair.
- You must not carry out any vehicle repairs on the street and you must not store at your property unroadworthy or competition vehicles without our permission.
- If you use communal areas to access your home, you must co-operate with your neighbours and keep clear any access, balcony or corridor outside your home.
- You must not obstruct any passage or lift with any vehicles, prams, goods or other articles.
- You must not throw any article from landings, balconies, corridors or windows.
- If you require a mobility scooter and you do not have space to keep it inside your home or its garden, subject to our risk assessment, we may grant permission for you to keep your mobility scooter in a place specified by us. You must not use the communal electricity supply to charge your mobility scooter.
- You must clear up in the event that your dog fouls on a pavement or communal area.
- You cannot fly-tip furniture or household appliances or anti-socially dispose of your rubbish. You must dispose of your household rubbish using the bins, rooms or chutes or other facilities provided.
- You must store your bins in an appropriate place so as not to cause nuisance to anyone else.
- You agree to comply with all covenants, easements and rights in respect of your home if any are applicable.

## Moving or ending your tenancy

- When you wish to end a tenancy, you must give us in writing 28 days' notice, unless previously agreed with us. We will ask you for a forwarding address for our records, so we may contact you if there are any matters arising following the end of your tenancy or if you have left anything behind.
- When moving out you must remove all furniture, possessions, floor coverings installed by you (unless agreed with us they are in good condition and can be left) and rubbish in the property and garden.
- It's your responsibility to leave all fixtures and fittings in clean and good repair and return the keys to your local area office before close of business on the day of departure.
- If your home is found to need repairs through your failure to keep your home in a good condition, we will carry out the necessary repairs once you give us your keys back and recharge the reasonable cost of these repairs, cleaning or decorating as necessary to you.
- You are responsible for removing any goods or personal belongings from your home by the end of the day of your departure, anything left will be disposed of.
- On ending of the tenancy of your home any garage or parking space licence which you have with the Association will also be deemed to have ended. Any items left in the garage after your departure date will be dealt with in the same way as items left in your home.
- You have the right of appeal in relation to any decision we may make to recharge you. This will be dealt with through our Complaints Procedure.
- If you are a joint tenant and you terminate your tenancy, this terminates the property for both tenants whether or not the other joint tenant(s) knows it has been given to us.



## Access, Inspection, Servicing and Repairs

- You must allow our employees, agents and contractors access at reasonable times (subject to giving you reasonable notice) to conduct a gas safety inspection and/or inspect the condition of, or to carry out repairs or improvements or other works to, your home, the installations, the common areas or adjoining property. We will normally give you at least 24 hours' notice but more immediate access may be required in an emergency. In the case of an emergency where we cannot reasonably be expected to gain access in any other way, we may force entry to your home.
- We are under a duty to check any gas fitting and the flue serving it in your home at least once a year in order to minimise the risk of explosion or carbon monoxide poisoning. We will always give you reasonable notice in writing of any appointment and your tenancy agreement means that you are obliged to provide access for the inspection.
- You must reimburse us for any reasonable expenditure we incur or administration fees as a result of your failure to allow access on a pre-arranged appointment. This includes the cost of injunctions obtained through the Court for access.
- We will repair and make satisfactory the following items below providing in the case of repairs that you have made us aware that a repair is needed. We will charge you the cost we incur in having any work carried out as a result of any damage or neglect to the premises caused by you or someone visiting or living with you, or if entry is forced for good reason by any Police authority.
- The following are the items which we will keep in repair: -
  - The structure and exterior of your home (including drains, gutters and external pipes).
  - The installations in your home for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity).
  - The installations in your home for space heating and heating water.
- We will carry out repairs within a reasonable time of being notified of them. The time taken will depend upon the nature and urgency of the repair. We will categorise each repair according to its urgency.
- We are not responsible for repairs to any fences in your garden.
- We are not responsible for checking or replacing batteries in smoke detectors, whether supplied by us or by anyone else. It is important that you check the

proper functioning of smoke detectors and inform us immediately if they are not working and you must replace the batteries as required.

- If we carry out repair affecting the decoration of your home, we will leave the decoration as close as possible as to how it was before we did the work. It may not, however, be possible to precisely replace wallpaper or precisely match the colour of paint.
- In the case of serious repairs, you may be required to move temporarily to suitable alternative accommodation for work to be carried out. We will bear the costs of any reasonable expenses you incur as a result.
- We will ensure our contractors adhere to a code of good working practice by identifying themselves, being courteous and making prior appointments where possible.
- We will insure your home and any fixtures and fittings in it which belong to us. You are responsible for insuring your own contents and personal belongings.
- You agree to look after your home which includes such things as cleaning windows, unblocking sinks, mending fuses, turning the water off when you are away, and keeping drains, gutters and pipes free from obstructions.

## Additional Rights

- You will have the right to mutual exchange this tenancy with that of another tenant of a registered social landlord or a local authority or a new town as long as you have our written permission. We will not refuse this unless we have a good reason to.
- Once you have obtained an assured tenancy, there will be the following succession rights below. If you are not a joint tenant and have not taken over this tenancy under the condition set out below, when you die, this tenancy will pass to your partner (the person you are married to or lived with as if you were married at the time of your death) as long as he or she lived at your home at that time.
- If you do not have a partner, the tenancy may pass to a member of your family who lives with you in your home as his or her main or only home for at least the last twelve months before your death.
- Members of your family include a same-sex partner, parents, grandparents, including those by marriage, children, grandchildren, brothers, sisters, uncles, aunts, nephews, nieces, half brothers and sisters, adopted children, stepbrothers and stepsisters.
- If more than one person wants to take over the tenancy, they should agree who will take it. If they cannot agree, they should all apply, and we will decide who the tenancy will pass to.
- If your tenancy passes to someone on your death, that person may have to move to a more suitable property which may be smaller than your home. This will not apply if your tenancy passes to the person you are married to or live with as if you are married.
- There is no right to buy your home under this tenancy.
- If you are a sole tenant, we will consider a request to add a partner as a joint tenant. We will normally only do this providing we are satisfied that they have been your partner for a period of at least 12 months. You should take legal advice before asking us to undertake this step as either of joint tenants has the ability to terminate the tenancy agreement. It is not possible to take a joint tenant's name off the tenancy agreement without their consent unless the tenancy is terminated.

## How we may end your tenancy

- We can obtain possession of your assured shorthold tenancy by giving you the appropriate notice.
- We must issue all assured tenants with a Notice Seeking Possession required by law if we want to end an assured tenancy.
- Once you become a fully assured tenant, we will only use specific grounds to end your tenancy. These grounds are detailed in your signed Tenancy Agreement and you should refer to this document if you have queries about how we can end your tenancy.
- The most common reasons for ending a tenancy are:
  - Anti Social Behaviour or causing a nuisance
  - The tenancy has ended through death.
  - Nonpayment and consistent nonpayment of rent
  - Conviction of a crime or offence by the tenant, or someone living in your home or visiting it.
  - Breach of an ASB Injunction
  - Your home is subject to a Closure Order
  - You have broken or failed to perform any of the other conditions of this tenancy
  - That vacant possession is necessary to carry out work and you have been offered suitable alternative accommodation.
  - You or anyone living with you has damaged or not looked after your home.
  - Your partner has been forced to leave the premises because of threats or actual violence by you.
  - You or someone acting on your behalf made a false statement to get this tenancy from us.
- Any Notice seeking possession may be served by us at our option by either ordinary first-class post or by placing the Notice through the letterbox to your home. Notices will be deemed to be served two working days after posting, delivery or affixing.
- As an alternative to taking possession of your home, we may seek an Injunction in the County Court to enforce any term of this tenancy or take out an Injunction under the provisions of the Anti-Social Behaviour, Crime and Policing Act 2014.
- As a further alternative to taking possession of your home, we may ask the court to replace your assured tenancy with demoted assured shorthold tenancy.
- If the above laws change, we will be able to use any updated law.

- If you fail to occupy your own as your sole or principal home then you will stop being an assured shorthold tenant. If this happens, we will serve a Notice to Quit, if you have failed to respond to the Notice and if the property appears to be unoccupied, enter your home and change the locks. Where the property appears still to be used but in circumstances where it appears not to be your sole or main home, we may apply to court to end your tenancy.
- If there were any illness, mental or otherwise, and you cease to be responsible for your affairs (e.g. an Order made under the Mental Capacity Act 2005) then any Notice affecting your home may be served by us by delivery or posting to the person having responsibility for your welfare or place of residence or if there is none, to your next-of-kin.
- If we have to apply to court to end your tenancy, we may ask the court to include that you pay the legal costs in the court order.
- If we believe you have abandoned your home without telling us, we will issue a Notice to Quit which may bring your tenancy to an end.

## Variation of the terms of this tenancy agreement

- Any changes in rent and service charge are regulated in Part 4 of this Tenancy Agreement.
- Other terms and conditions of this agreement may be varied in accordance with the provisions of this Part.
- The terms of this agreement may be varied by us and, if we intend to vary the terms of this agreement, we shall follow the following procedure:

## Preliminary notice

- We shall service a preliminary notice informing you of our intention to serve a notice of variation.
- We shall specify the proposed variation and its effect.
- We shall invite you to comment on the proposed variation within such time, as specified in our notice, as we consider reasonable.
- We will consider your comments and take them into account if applicable.

## Notice of variation

We shall then serve a notice of variation which must say:

- What the variation is.
- The date on which the variation takes effect.

We shall give at least a period of one month between service of the variation notice and it is taking effect.

## Other information which we are required to give to you

- You may be entitled to get help to pay your rent through the Housing Benefit Scheme or the Universal Credit Scheme. You should apply to your local Council or to the Department for Work and Pensions for details.
- It is a criminal offence for us to evict you without an order from the Court or to harass you or interfere with your possessions or use of facilities in order to force you to leave.
- If you are in any doubt about your legal rights or obligations, particularly if your landlord has asked you to leave, you should go to Citizens Advice, a Housing Aid Centre, Law Centre or Solicitor or ask for a copy of the Charter for Housing Association Applicants and Residents. Help with all or part of the cost of legal advice from a Solicitor may be available under the Community Legal Services Scheme (previously Legal Aid Scheme).
- References in this tenancy agreement to “the Association”, “Broadland Housing” or “Broadland Housing Association Limited”, “we”, “us” or “our” are references to Broadland Housing Association Ltd, the registered office of which is situated at:  
  
Broadland Housing Association Limited,  
NCFC,  
Carrow Road,  
Norwich, NR1 1HU.
- Any reference to any Act of Parliament in this tenancy is deemed to include a reference to any replacement or modification of the provision concerned.
- If you think we have broken this agreement or not kept to our responsibilities, you can complain to us in writing. Our complaints procedure is outlined in our policies. If we do not deal with your complaint to your satisfaction, you can get advice and information from Citizens Advice, a Law Centre or from a Solicitor.
- If you are still not satisfied after following our complaints procedure, you can refer the matter to the Housing Ombudsman at PO Box 1484, Unit D, Preston, PR2 0ET.