

Tenancy agreement

The Wrekin Housing Trust

This is a legal contract between you ('the tenant') and your landlord, The Wrekin Housing Trust ('the Trust'). It describes your rights and responsibilities and ours.

Address of rented property ('the Premises'):

Full names of the Tenant(s):

This assured tenancy starts on:

The weekly rent is:

The rent payable is:

Rent:

Service charge:

Garage rent:

Total:

(each fortnight/month)

Normal Trust contact:

Property reference number:

Type of property:

Management area:

ALL TENANTS SHOULD READ THIS AGREEMENT BEFORE SIGNING BELOW

The information I/we gave in my/our housing application form was true then and still is.

I/we agree to all the conditions in this tenancy agreement.

If there is anything you don't understand, please ask us.

You can also get independent advice from a Citizens Advice Bureau or solicitor.

Signatures:

For the Trust:

Tenant(s):

Date:

providing excellent homes and services



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1. INTRODUCTION

- 1.1** By signing this document you are agreeing to become a tenant of The Wrekin Housing Trust Limited ('the Trust' or 'we').
- 1.2** You are an 'assured tenant' and the Trust is your landlord. This means that you and we have certain rights and responsibilities which are explained in full in this agreement.
- 1.3** If you are a joint tenant, each of you is responsible for paying the rent and for everything else in this agreement. If one of you leaves, each of you will remain responsible for the full amount of any debt.
- 1.4** You are responsible for the actions of your friends and relatives and any other person (including children) living in or visiting your home with your consent.
- 1.5** This is a legal contract and if it says anything you do not understand, you should ask the Trust or seek further legal advice.

2. YOUR RENT AND OTHER PAYMENTS

2.1 Your rent

The weekly rent is shown on the front page of this agreement ('weekly rent'). It is due on a Monday and is the basis of the calculation of what you must pay. **If your tenancy starts on any day other than a Monday then the first payment of rent will include the shorter period commencing on the start date until the following Sunday. This will be a proportion of the weekly rent amount.**

2.2 Paying your rent

The current amount of rent you must pay each fortnight or month is also shown on the front page of this agreement ('rent payable'). It must be paid in advance in accordance with one of the rent payment options. If you have any difficulty paying your rent, you should contact your housing executive at your local Trust shop as soon as possible.

2.3 Not paying your rent

If you do not pay your rent, we may go to court for permission to repossess your home. Before this happens we will contact you to discuss the problem and offer advice.

2.4 Changes in your rent

The rent and any service charge payable will increase on the first Monday in April after this tenancy begins and once every year afterwards. We will give you at least one calendar month's notice in writing of the new amount.

2.5 Improvements and your rent

We will notify you of any additional rent increases due to agreed improvements before we start making them (see section 5.3 on page 10).

2.6 Service charges

The front page of this agreement states the current amount of service charge you must pay in addition to your rent. This is the cost of:

- insuring the structure of the Premises (not the contents); and
- any costs we charge for properties where we provide services or maintain or improve parts of the building grounds or services that are used by you and by others.

2.7 Calculating service charges

We calculate the service charges on the costs actually incurred and an estimate of the coming year's costs. We have the right to carry over to the following year any surplus or deficit.

2.8 Other amounts due

We are entitled to set any payment you make against any debt you owe us even if it arose from a different tenancy.



3. YOUR RIGHTS

3.1 Right to occupy

You get access to and occupy the Premises peacefully without interruption from us, except when we need access to carry out repairs to the Premises or to another property nearby. If we need access, we will give you at least 24 hours' notice by telephone or letter unless we need emergency access.

3.2 Security of your tenancy

You may keep the Premises as your home as long as you like unless we have a legal reason (called a ground for possession) and a court agrees with our request to repossess or to move you to another home.

3.3 Losing the right to occupy

Unless there are exceptional circumstances, we will take possession of the Premises only for one of the following reasons:

- Because you or a member of your family or a visitor breaks this agreement (in this case we would not offer you another home).
- Because of special circumstances such as a plan to demolish or reconstruct the Premises.
- Because the Premises were let to you as a condition of employment and this has now ceased.
- Because the Premises were designed or adapted for a disabled person and there is no longer anyone living there who needs the special features. (In this case we will offer you another suitable home).

3.4 Succession

We will apply the legal rights relating to succession when a tenant dies. If a joint tenant dies, the tenancy will automatically pass to the other joint tenant. If the tenancy does not pass to a joint tenant on your death, another person may have a claim to the tenancy if they have lived with you as husband/wife (or they are a member of your immediate family and have lived with you and occupied the Premises as their main home for at least 12 months). However, there may be one succession only. All claims must be submitted to us within six months of death.

3.5 Right to exchange

You may exchange your tenancy of the Premises with another tenant (or by exchanges involving more than one tenant) provided:

- you have our consent in writing;
- every tenant is a tenant of a registered social landlord or local authority or similar body (but not a private landlord);
- the new property meets any assessed needs;
- every other tenant has their landlord's consent; and
- any reasonable conditions to the consent have been complied with.

3.6 Right to make alterations

You may **with our prior written permission**:

- make alterations to the Premises or fixtures and fittings;
- erect a shed, fence or greenhouse.

We may make our permission subject to the work being done to a certain standard or subject to local authority consents (if they apply). You may have the right to compensation at the end of the tenancy for improvements, subject to the relevant legislation.

3.7 Right to consultation

We will consult you before we change the way we manage and maintain your home, in line with our Resident Involvement policy.

3.8 Right to information

If you give us reasonable notice, we will give you reasonable access to personal information we hold about you or members of your family (subject to any rights of confidentiality and to the law). If necessary, we will allow you to correct or record your disagreement with information we hold. We will also give you information on our housing management policies.

3.9 Right to take in others

You may invite others to live with you as part of your household provided there is no overcrowding. You may also take in lodgers or sublet part of your home provided there is no overcrowding.

3.10 Right to complain

If you have any complaints about us or the way we manage your tenancy, please phone us or ask at your local Trust shop or office for information on the complaints procedure. We will investigate and deal with any complaints in accordance with the procedure. If we cannot resolve your complaint through our procedure, you have the right to take it to the Housing Ombudsman.

3.11 Right to purchase

You may have the 'right to buy' or 'right to acquire' the Premises at a discount. This depends on when and how you became a tenant, whether there are special features about the Premises and whether a special tenancy agreement was agreed with you. **Signing this agreement does not affect any such right you may have.** Please ask us if you would like information on this.



4. YOUR RESPONSIBILITIES

4.1 Occupation

You must remain in occupation of the Premises (unless you have our written permission) until the end of the tenancy or a court order excludes you.

4.2 Rent

You are responsible for paying your rent (even if you receive benefit and arrange for rent to be paid direct to us).

4.3 Use of Premises

You must use the Premises as your only or main home and must tell us in advance if you will be away for more than 28 days at a time. You must **not** use the Premises for:

- a business (unless you have our prior written consent and any other necessary consents in advance);
- immoral or illegal purposes.

4.4 Nuisance

You, your family and your visitors must not cause a nuisance, danger or annoyance to others in the locality. Examples of nuisance are (but are not limited to):

- playing loud music (or other amplified sounds) that can be heard outside the Premises;
- offensive language or threatening behaviour;
- excessive noise that can be clearly heard outside the Premises and may cause a disturbance;
- being drunk or under the influence of drugs in a way that causes offence;
- dumping rubbish in communal areas;
- writing graffiti in the locality;
- damage to any other person's property;
- being convicted of criminal acts in the locality;
- having illegal drugs on the Premises;
- interfering with the privacy of others;
- unauthorised or obstructive parking of any vehicle including caravans.

4.5 Harassment

You, your family and your visitors must not harass, threaten, intimidate or cause offence to any other tenant, neighbour, employee or contractor of the Trust on any grounds (including race, colour, age, sex, sexual orientation, lifestyle, ability, disability or religion).

4.6 Domestic abuse

You must not harass or use mental, emotional, physical or sexual abuse against anyone who lives in the Premises which prevents them continuing to live there. The Trust will be entitled to take action to evict you if the Premises were occupied by you and your partner and your partner has left because of abuse or violence, or threats of violence, made by you to your partner (or a member of their family living in the Premises before they left) and the court is satisfied that your partner is unlikely to return.

4.7 Pets

You may not keep a pet in a flat without our prior written permission. If the Premises are a house, you may keep a domestic pet. In all cases you must ensure that a pet:

- is kept under control;
- is not a nuisance or annoyance to neighbours or the surrounding neighbourhood;
- does not cause damage to the Premises; and
- is kept in accordance with our Policy and local regulations.

4.8 Internal repair and decoration

You must keep the interior of the Premises clean and in reasonable repair and decorative condition. This includes floor coverings and decoration of walls but does not include repairs to the structure and the walls, doors, door frames, skirting boards, thresholds, floors and ceilings (unless damage has been caused by you, your family or your visitors).

4.9 Rubbish

You must dispose of all household and domestic rubbish properly and not allow rubbish to accumulate inside the Premises, in sheds or outbuildings or in gardens, grounds or communal areas.

4.10 Damage

You must repay to us the cost of repairs or other expenses due to damage caused by you, your family or your visitors. This includes unsatisfactory home alterations, accidental or deliberate damage, creating a situation where we (or the police or emergency services) need to gain entry, poor installation of appliances, or appliances causing electrical faults.

4.11 Reporting disrepair

You must report to us promptly any disrepair or defect which you become aware of and which is our responsibility to repair.



4. YOUR RESPONSIBILITIES (CONT'D)

4.12 Alterations

You may with our prior written permission (and any local authority consents where necessary):

- alter or improve your home or any fixtures and fittings;
- add or remove any fixtures or fittings;
- put up a garage, shed or other structure;
- provide a place to park your car or carry out other major work to your garden;
- decorate the exterior of your home;
- install a satellite dish;
- install CCTV equipment;
- make any alterations to the electrical wiring.

You will be responsible for:

- the future servicing, maintenance or repair of any of the alterations you have made;
- health and safety of anyone carrying out work on your instructions;
- restoring the Premises at the end of your tenancy to the condition it was in before the alteration (if we require it).

4.13 Flammable materials

If the Premises are a flat or maisonette, you may not keep in the property, sheds or outbuildings any volatile or explosive materials including calor gas or similar appliances or fuels such as petrol. If the Premises are a house, you may do so provided you take all reasonable precautions.

4.14 Access to the Premises

You must allow our employees or contractors or other people acting on our authority to enter the Premises to make inspections or to carry out work to the Premises (or appliances) or neighbouring property. This will include periodic inspections of your premises and gas safety checks (at least once a year). Unless we need emergency access, we or our contractors or others acting on our authority will give at least 24 hours' notice of the need for access and will try to make an appointment. In an emergency affecting other premises, we may gain entry to your Premises to carry out essential repairs but we will take all reasonable steps to contact you first and to secure the Premises.

4.15 Roadways, parking

You, your family and your visitors must not park on any footway, verge or grassed or cultivated area, nor cause obstruction to other vehicles.

4.16 Garden

You must keep your garden tidy, and free from litter and waste.

4.17 Boundaries

You must keep boundary fences in good repair (unless a neighbour is clearly responsible for the fence) and keep any hedges or trees trimmed.

4.18 Communal areas

You must use communal areas and facilities in accordance with the most recent regulations published for your communal area.

4.19 Housing benefit

You agree to inform both the local authority and us of any change in your entitlement to housing benefit (or a similar benefit replacing it).

4.20 Pay for services

You must pay for any gas, telecommunications or electricity charges, council tax, water rates and metered charges. If we have to pay any charges like these relating to the Premises, you must reimburse us immediately.

4.21 Assignment of the premises

You must not try to assign (legally transfer) the tenancy nor allow anyone to occupy the Premises or any part of them in any way (except as part of your own household or as a lodger).



5. OUR GENERAL RESPONSIBILITIES

5.1 Policies

We will operate in accordance with our policies, including our policies on Resident Involvement and Anti-social Behaviour. Copies of our policies are available on request.

5.2 Complaints

We will thoroughly investigate all complaints and act as appropriate in accordance with our policy.

5.3 Improvements

If we plan to make any improvements to the Premises which require a rent increase, we will consult you first.

5.4 Advice

We will offer you advice and assistance on housing benefit claims. However, it remains your responsibility to ensure that your claim is processed.

5.5 Service charge costs

We will send you the latest available summary of service charge costs once a year (or within a month of your request).

6. REPAIRS AND MAINTENANCE

6.1 Our responsibilities

It is our responsibility to repair and maintain the structure and exterior of your home, including:

- drains, gutters and pipes;
- the roof;
- foundations, exterior walls and doors, and windows and frames;
- interior walls, floors and ceilings, plaster work, skirting boards, interior doors and frames (but not including painting and decorating);
- chimneys, stacks and flues, but not sweeping chimneys;
- waste pipes, gas and water pipes and taps, but excluding washing machine and dishwasher pipes;
- external window glass, but you must pay us the cost of replacing glass broken through your fault or negligence;
- electrical wiring, including sockets and lights;
- water heaters, fireplaces, fitted fires, central heating systems and radiators;
- communal areas or services provided for more than one unit, including balconies, walkways, pathways, hallways, steps or other means of access, lifts, door-entry systems, landings, lighting, landscaping, parking areas and boundary walls;
- garages, outhouses or stores that are provided by us and included as part of the Premises.

We will carry out the servicing of gas, space and water heating appliances at least once every 12 months and send you a copy of the gas safety certificate.

We will keep the exterior of your home and any shared parts in a reasonable state of decoration.

We will insure the building and any fittings belonging to the Trust.

We will ensure that our tradespeople and contractors keep to a code of good working practices by:

- identifying themselves;
- being courteous;
- removing rubbish; and
- ensuring quality.

We will publish a minimum standard for the condition of homes which are let to new tenants.



6. REPAIRS AND MAINTENANCE (CONT'D)

6.2 Your responsibilities

You are responsible for keeping your home clean and tidy and for decorating the inside of the property, including repairing minor plaster cracks. You are also responsible for the garden and boundary fences or hedges.

You must report all faults and damage to the Trust as soon as possible.

You must allow the Trust's employees and contractors into your home so we can inspect and complete the repairs.

You are responsible for small repairs, such as:

- unblocking sinks and wash basins;
- replacing keys, plugs and electrical plugs; and
- other minor repairs that are mentioned in your Tenants' Handbook.

You must repay to the Trust the cost of repairing damage including:

- water and frost damage if you do not keep the Premises properly heated;
- breakages or fire damage to installations and decorations;
- clearing stoppages in WCs and drains caused by nuisance or negligence;
- damage caused while gaining access due to lost keys;
- glass in external windows broken through your fault or negligence.

You must repair and maintain your own appliances (such as cookers and washers) and any do-it-yourself improvements, and ensure that any battery-operated smoke alarm is fitted with working batteries.

It is your responsibility to make sure that you have adequate contents insurance.

7. INFORMATION AND CONSULTATION

7.1 Information

You are entitled to receive information from us about the terms of this tenancy, our policies and services. We will send you some information every year to show our performance, what work has been done and how the Trust's income is spent.

7.2 Consultation

We will consult you before we change the way we manage and maintain the Premises, if the proposals are likely to affect you significantly. We will take account of your views before making a final decision.

Concerning local housing issues, we will involve you or the Tenants' Panel (or both) or a local panel. We actively encourage all tenants to use the opportunities for tenant participation.



8. IF WE OR YOU FAIL TO KEEP THE AGREEMENT

- 8.1** If you feel that we have broken this tenancy agreement, you should complain to us using our complaints procedure. You may also wish to take independent advice. If you break any part of this agreement, we may take legal action against you, including eviction proceedings if necessary. We will charge you for any losses we suffer as a result, including legal costs and fees.

You are responsible for making sure that anyone living with you (including children) does not do anything that would break this agreement. If they do, we will take action against you.

9. ALTERING THE AGREEMENT

- 9.1** This tenancy agreement may not be changed except by agreement in writing signed by you and the Trust.

10. MOVING, LEAVING OR ENDING YOUR TENANCY

10.1 If you wish to end the tenancy

When you wish to end the tenancy you must:

- give us at least four weeks' notice in writing ending on a Sunday;
- allow us (after making an appointment) to show prospective tenants around the Premises during the notice period;
- give us a forwarding address.

10.2 When you move out

When moving out you must:

- have the meters read, water turned off and leave electrical cables in a safe condition;
- provide details of energy suppliers;
- not leave anyone else living in the property, nor any pet;
- remove all your personal belongings and rubbish;
- leave all fixtures and fittings in good repair;
- return the keys to the local Trust shop before midday on the Monday of departure;
- leave the decoration of the Premises in a condition where they can immediately be let to another person.

10.3 Belongings

If you leave any belongings in the Premises, we may dispose of them in any way we consider right and you must pay our costs for doing so.

10.4 Death

In the event of death, your personal representatives must comply with section 10.2 and 10.3 and give at least two weeks' notice to end the tenancy.

11. NOTICES

11.1 If you need to send a formal notice or document to the Trust, you must deliver it or post it to the registered office at Colliers Way, Old Park, Telford TF3 4AW.

If we need to send a formal notice or document to you, we will deliver or post it to you at the Premises.

如果你不明白這份文件的內容，
請致電 01952 217100 求助。

W razie problemów z przeczytaniem
tego dokumentu prosimy zadzwonić
pod numer 01952 217100.

اگر آپ کو اس خبر نامے کا ترجمہ اردو میں درکار ہو تو برائے مہربانی اسے کسی ایسے دوست
سے ہمیں 01952 217100 پر رابطہ کرنے کو کہئے جو انگریزی بولتا ہو۔ ہم آپ
کیلئے ترجمے کا انتظام کریں گے۔

ਜੇ ਤੁਸੀਂ ਇਹ ਖਬਰਨਾਮਾ ਪੰਜਾਬੀ ਵਿਚ ਲਿਖਿਆ ਲੈਣਾ
ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ 01952 217100 'ਤੇ ਟੈਲੀਫੋਨ ਕਰਕੇ ਸਾਨੂੰ
ਦੱਸ ਦਿਓ ਜਾਂ ਆਪਣੇ ਕਿਸੇ ਮਿੱਤਰ/ਸਹੇਲੀ ਜਾਂ ਰਿਸ਼ਤੇਦਾਰ
ਨੂੰ ਫੋਨ ਕਰਨ ਲਈ ਕਹੋ ਜੋ ਅੰਗ੍ਰੇਜ਼ੀ ਵਿਚ ਗੱਲ ਕਰ ਸਕੇ।

The Wrekin Housing Trust Limited
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Registered Charity No: 1074701



This document has been
TENANT READ
and passed for Clear English