

2 Year Fixed Term Assured Shorthold 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.

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 کہیے جو انگریزی بولتا ہو۔ ہم آپ
کیلئے ترجمے کا انتظام کریں گے۔

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

The Wrekin Housing Trust Limited
Colliers Way
Old Park
Telford
Shropshire
TF3 4AW

General enquiries: 01952 217100
Repairs: 01952 217217
Rent Payments: 01952 217111

Email: enquiries@wrekinhousingtrust.org.uk
Web: www.wrekinhousingtrust.org.uk

Registered in England No: 3558717
Tenant Services Authority Registration No: LH4220
Registered Charity No: 1074701



WREK9985

Address of the rented property ('the Premises'):

Full names of the tenant(s):

This assured shorthold tenancy starts on:	
The weekly rent is:	£ per week
The rent payable is:	
Rent:	£
Service charge:	£
Garage rent:	£
Total:	£ (insert agreed payment frequency)

ALL TENANTS SHOULD READ THIS AGREEMENT BEFORE SIGNING BELOW.

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

For the Trust:	Tenant(s):
Normal Trust contact:	
Property reference number:	Date:
Type of property:	

providing excellent homes and services



WELCOME TO THE WREKIN HOUSING TRUST

We want you to enjoy living in your Trust home.

We want to make it clear from the start of this tenancy what you can expect of us and what we will expect of you.

This tenancy sets out your rights and responsibilities, and our responsibilities to you as your landlord.

This tenancy is a 2-year fixed-term tenancy. Unless you or we end the tenancy early, the tenancy will last for the 2-year term.

At the end of the tenancy we will either offer you a further fixed-term tenancy or ask you to move out depending on:

- your circumstances at the time; and
- the way you have managed the tenancy during the fixed term.

We will maintain the Premises as set out in this tenancy agreement but we expect you to look after your home and pay your rent on time. We also expect you to treat your neighbours, our staff and our contractors as you would like to be treated yourself.

We believe that these are reasonable expectations. If we do not meet our responsibilities, we expect you to tell us and give us an opportunity to put things right. If you do not keep to your side of the agreement, we will tell you and expect you to put things right. If you do not take the opportunity to put things right, we will take legal action to repossess your home.

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 By signing this agreement you give permission for the Trust and other members of the Wrekin Housing Group to use and share your personal data and sensitive personal data with referees, statutory bodies, utility companies and credit reference agencies for purposes relating to this tenancy and any debts at the end of this tenancy. ('Personal data' and 'sensitive personal data' may include data provided by or obtained from external bodies).
- 1.3 You are an 'assured shorthold tenant' and the Trust is your landlord. This means that each party has certain rights and responsibilities, which are fully explained in this agreement.
- 1.4 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.
- 1.5 You are responsible for the actions of your friends and relatives and any other person (including children) living in or visiting your home.
- 1.6 This is a legal contract. If it says anything you do not understand, you should ask the Trust or seek legal advice.
- 1.7 This is a 2-year fixed-term assured shorthold tenancy. At the end of the 2-year fixed term, we will decide whether to give you a new fixed term or end your tenancy.

- 1.8 This agreement gives you the right to live in your home without interruption. We will not interfere with this right unless any of the following apply:
- You break any of your responsibilities in this agreement. If you do, we will take legal action to repossess your home.
 - We need to carry out redevelopment or major repairs that we cannot do unless you move out. If this happens, we will offer you a suitable alternative home while the work is being done.
 - We need access to your home to inspect it or carry out repairs.
 - You or anyone else living with you has given false information to get the tenancy.
 - You find another home and stop living in the Premises as your main home.
 - The fixed term of the tenancy comes to an end.

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 in line with the rent payment option you have chosen is shown on the front page of this agreement as 'Rent payable'. It must be paid in advance. If you have any difficulty paying your rent, you should contact your housing executive at your local Trust Shop as soon as possible.

If you fail to pay your rent, your home is at risk.

2.3 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 in line with our Rent Setting Policy. We will give you at least one calendar month's notice in writing of the new amount payable.

2.4 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 charged for properties where we provide services to maintain or improve parts of the building, grounds or services that are used by you and by others.
- A breakdown of your service charge is set out in the attached document.

Remember that contents insurance is your responsibility.

2.5 Calculating service charges

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

2.6 Other amounts due

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

2.7 Legislation

Where this tenancy refers to Acts of Parliament, any reference includes any changes made to the Act in the future.



3. YOUR RIGHTS

3.1 Right to occupy

To get access to and to 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.

During the term of this tenancy you remain an assured shorthold tenant so long as you occupy the Premises as your main home.

3.2 Security of your tenancy

In line with Section 21(4) Housing Act 1988, you are entitled to at least 2 months' written notice from us that we require vacant possession of the Premises at the end of the fixed term.

3.3 Losing the right to occupy

We will only take possession of the Premises because you or another member of your household or visitor to the Premises has breached the terms of this agreement (in this case we would not offer you another home).

3.4 Succession

When a tenant dies, we will apply the legal rights relating to succession. If a joint tenant dies, the tenancy will automatically pass to the other joint tenant. If you are not a joint tenant, the tenancy will pass to your spouse or someone living with you as your husband or wife. The Trust will treat same-sex partners in the same way as heterosexual partners. Please note other family members do not have the right to succeed to this tenancy.

Please also note there may only be one succession.

3.5 Right to exchange

You may have the right to exchange your home with a tenant of the Trust or another housing provider. An exchange may take place either by mutual assignment of the tenancies or by a surrender and re-grant of each tenancy in line with the relevant legal and regulatory provisions. There are some grounds on which we can refuse an exchange.

3.6 Right to assign

You have the right to assign your tenancy in the following circumstances:

- Where an order is made by the Court.
- By us agreeing to an assignment (a kind of legal transfer).
- Under the right to exchange where the legislation allows it.

3.7 Right to make alterations and improvements

You may, with our permission make alterations and improvements to the Premises and garden. We may make our permission subject to the work being done to a certain standard, subject to any relevant conditions or subject to any local council consents that apply.

We will not give permission for you to install laminate flooring in a flat above ground level.

3.8 Right to purchase

You may have the 'right to acquire' the Premises at a discount. Please ask us if you would like information.

3.9 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.

3.10 Right to information

On receiving reasonable notice, we will give you reasonable access in line with our Data Protection and Confidentiality Policy 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.

3.11 Right to take in others

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

You must also notify us of the name of anyone who moves in with you.

3.12 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 service failure procedure. We will investigate and deal with any complaints in line with the procedure. If we are unable to resolve your complaint through our procedure, you have the right to take it to the Independent Housing Ombudsman.



4. YOUR RESPONSIBILITIES

4.1 Occupation

You must remain in occupation of the Premises (unless you have our written permission not to) until the end of the tenancy or a court order excludes you.

If you are a joint tenant, at least one of you must occupy the Premises as your main home.

If you fail to pay your rent, your home is at risk.

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:

- displaying any notice, trade plate or advertisement; or
- immoral or illegal purposes.

You may with our prior written permission run a business from the Premises provided that the business:

- does not cause nuisance or annoyance to us or others in the locality; and
- complies with all necessary approvals and permissions given by the local council.

4.4 Subletting

You must not sub-let or part with possession of the whole of the Premises.

4.5 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 (including violence towards another person);
- 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 or using illegal drugs on the Premises;
- storing or handling stolen goods on the Premises;
- interfering with the privacy of others;
- unauthorised or obstructive parking of any vehicle including caravans or similar vehicles;
- using the Premises for gambling or prostitution;
- using the Premises and any communal areas for supplying illegal drugs.

'Harassment' means bullying, pestering and upsetting other people.

'Intimidate' means to frighten, bully and threaten other people.

'Illegal drugs' refers to the use of drugs or possession or distribution of drugs (including cannabis) that is unlawful under current legislation.

4.6 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 gender, age, disability, ethnicity, religion, sexual orientation, transgender, marriage or civil partnership, lifestyle, ability, pregnancy and maternity).

4.7 Domestic abuse

You must not harass or use mental, emotional, physical or sexual abuse against anyone who lives or visits the Premises.

4.8 Pets

You may not keep a pet in a flat without our written permission. If the Premises are a house, you may keep a pet provided it is 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 line with our Pet Policy and local regulations.

4.9 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 repair 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).

Is your home clean and tidy and all repairs up to date?

4.10 Rubbish

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

4.11 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 (but is not limited to) unsatisfactory home alterations, accidental or deliberate damage, poor installation of appliances or appliances causing electrical faults or fire.

This includes damage to communal windows, communal lighting, door entry systems or any CCTV if you live in a flat.

4.12 Reporting disrepair

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

4.13 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, log burners 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 Fixtures and fittings

You must ensure that your own fittings including cookers, fridges and dishwashers meet current safety standards and are installed in line with the manufacturer's recommendations and by a suitably qualified person.



4. YOUR RESPONSIBILITIES (CONT'D)

4.15 Access to the Premises

You must allow our employees access to the Premises to make inspections to check whether you are keeping to your responsibilities stated in this agreement.

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.

It is important to allow access for gas safety checks. Every year over 30 people die from carbon monoxide poisoning caused by faulty gas appliances. We may charge for missed appointments.

4.16 Roadways, parking

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

You, your family and your visitors must not park without our prior written consent any commercial vehicle, caravan or similar item of transport or any type of boat within the boundary of the Premises or on the public highway or any part of the estate outside the Premises.

You must not repair any car or commercial vehicle, caravan, boat or other similar item within the boundary of the Premises or on any part of the estate outside the Premises.

4.17 Garden trees and boundaries

You must keep your garden tidy by cutting lawns, doing other general garden maintenance and keeping it free from litter and waste.

General garden maintenance includes but is not limited to:

- trimming and maintaining hedges, trees and bushes;
- preventing trees and plants from damaging the Premises.

You must also keep boundary fences in good repair (unless a neighbour is responsible for the fence).

You must obtain our permission before erecting any shed, aviary, cage or similar structure in the garden.

4.18 Communal areas

You must use communal areas and facilities in line with the most recent regulations published.

In any event you should always make sure:

- all routes to emergency exits are kept clear at all times;
- security doors are not blocked or jammed open; and
- you do not give anyone you do not know access to the block unless they show official identification.

You must ensure that all rubbish and disused household items are not left in or around the garden, estate or communal areas.

4.19 Housing benefit

You agree to inform both the local council and us of any change in your entitlement to housing benefit (or a similar benefit replacing it). You must also complete all housing benefit forms and provide any supporting documents to the local council when necessary.

4.20 Tenancy management

You must co-operate with us throughout the term of this tenancy if any additional support needs are identified.

4.21 Paying 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.

Remember that housing benefit or any replacement benefit is your responsibility.



5. OUR GENERAL RESPONSIBILITIES

5.1 Policies

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

5.2 Service failures

We will thoroughly investigate all complaints and service failures and act as appropriate in line with our policy.

5.3 Advice

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

5.4 Service charge costs

Every year, we will send you the latest available summary of service charge costs.

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 (excluding painting and decorating);
- chimneys, stacks and flues (excluding sweeping chimneys);
- waste pipes, gas and water pipes and taps (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 property, 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-heating and gas water-heating appliances at least once every 12 months and give 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 our tradespeople and contractors keep to a good code of working practices by:

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

We are not responsible for any repair or replacement of items if this is necessary due to any neglect or damage caused by you or anyone living with you or your visitors or pets.

If you fail to put right any neglect or damage that is your responsibility within a reasonable time, we will charge you for any work we have to do as a result.



6. REPAIRS AND MAINTENANCE (CONT'D)

6.2 Your responsibilities

It is your responsibility to keep your home in a clean and tidy condition and to decorate the inside of the property, including repairing any 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 mentioned in our repairs information leaflet.

You must repay to the Trust the cost of repairs and other work including but not limited to:

- water and frost damage if you do not keep the property heated;
- breakages or fire damage to installations and decorations;
- clearing blockages in WCs and drains caused by nuisance or negligence;
- 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, washing machines and dishwashers) and any do-it-yourself improvements, and ensure any battery-operated smoke alarm has working batteries.

Remember contents insurance is your responsibility.

Remember: appliances transferred to you at the start of your tenancy are your responsibility to repair and maintain.

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 publish 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 your home, if the proposals are likely to significantly affect you. We will take account of your views before we make a final decision.

We will involve you and/or the Tenants' Panel in local housing issues. 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 notify us using our Service Failure 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 any 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

If you wish to end the tenancy, you must:

- give us at least 4 weeks' notice in writing that you want to surrender this tenancy before the end of the fixed term;
- allow us (after making an appointment) to show prospective tenants around the Premises during the notice period;
- allow us to inspect the Premises before your notice period ends; and
- give us a forwarding address.

If your tenancy is a joint tenancy, we must receive notice of surrender from both tenants.

10.2 Living in the Premises

If you stop living in the Premises and:

- the rent and other charges payable remain unpaid, wholly or in part for 14-days after becoming due, whether formally demanded or not;
- you do not use, or cease to use the Premises as your only or main home;
- any of your responsibilities in this agreement are not complied with; or
- any of the grounds for possession listed in Schedule 2 of the Housing Act 1988 apply, we may re-enter the Premises and the tenancy shall be terminated. We will not re-enter the Premises without a court order.

10.3 Possession proceedings

If you break any of the terms of this tenancy, we may apply to court to end this fixed-term assured shorthold tenancy by obtaining a court order for possession on one of the grounds listed in Schedule 2 Housing Act 1988 which relate to assured shorthold fixed-term tenancies.

If any of the grounds 2, 7, 7a or 8 are established, the court must make an immediate order for possession. If any of the grounds 10-15 or 17 are established, the court may make an order after considering all the circumstances.

We will normally give you 4 weeks' notice of our intention to seek possession on any grounds set out in Schedule 2 Housing Act 1988 except where the court grants an order that it is just and equitable not to do so.

Details of all the grounds listed in Schedule 2 of the Housing Act 1988 that apply to this agreement can be obtained from us

10.4 Notice and review

During the final year of the term, we will carry out a review to determine whether we will grant you a further fixed-term tenancy following the end of this tenancy.

If we decide not to offer you a further fixed-term tenancy, we can end the tenancy under Section 21 Housing Act 1988. The section 21 procedure requires us to serve you with a 2-month notice requiring possession of the Premises.

10.5 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 9.30am on the Monday of departure;
- leave the decoration of the Premises in a condition where it can immediately be let to another person.

10.6 Belongings

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

10.7 Condition of the Premises

You must pay for the cost of cleaning the Premises, replacing missing fixtures or fittings, or repairing damage you cause.

10.8 Death

In the event of death, your personal representatives must comply with section 10.2 and 10.3 and give us at least 2 weeks' notice to surrender 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.

You will always be given an opportunity to ask for a review of our decision to serve notice to end this tenancy or grant a further tenancy for less than your current fixed term.

Any belongings left behind will be removed from the premises. If we incur any cost in storing or disposing of these items, you will be charged.