TENANCY PARTICULARS

NAME OF LANDLORD: Derwentside Homes Limited ("Derwentside Homes")

Address:

Postcode:

Called **'we' 'our'** or **'us'** in this Tenancy Agreement.

We are registered with the Housing Corporation under Section 3 of the Housing Act 1996 and are subject to the Housing Corporation's Regulatory Code and Guidance for Registered Social Landlords. We are also registered as a charity with the Charity Commission.

NAME OF ASSURED TENANT(S)

Address:

Postcode:

Address of Property rented:

Address:

Postcode:

Called 'your home' in this Tenancy Agreement

Rent Reference Number:

Tenancy Start Date: This is an assured non-shorthold tenancy which begins on 4th December 2006 ("the Transfer Date") and will be for an initial term of one week continuing weekly thereafter.

Original Tenancy Start Date:

Weekly Rent:

The weekly rent is as at the date of this agreement £

Service Charge (if this applies):

The weekly service charge as at the date of this agreement is

Service Charge (if this applies) £

Water and Sewerage charge (if this applies) £

Garages (if this applies) £

Heating Charge (if this applies) £

Furniture Charge (if this applies) £

(inventory attached)

Other £

TOTAL: £

Weekly Supporting People Charge (if this applies)

Careline £

Warden and Supported Housing Charge £

Other support services £

TOTAL: £.....

Previous Arrears:

As a condition of this tenancy you must also pay the following sum(s):

Former Tenancy Arrears: £

In respect of your tenancy at:

Repair Recharges: £

In respect of your tenancy at:

by instalments of: £ per week/month beginning on:

This is to be paid on top of the weekly rent/service charge. If you do not pay this amount we may go to Court and ask for you to be evicted from your home, seek a money judgement or have an existing money judgement enforced. We will also seek a Court Order to charge you for the cost of taking you to Court.

About this Tenancy Agreement

This Tenancy Agreement is a legally binding document between you as a tenant and us as landlord. If you are a joint tenant, the term 'you' refers to everyone who signs this Tenancy Agreement. Each of you is jointly and individually responsible for all aspects of this Tenancy Agreement including payment of rent.

Tenants who transferred from Derwentside District Council to Derwentside Homes are referred to as "Transferring Tenants" throughout this Tenancy Agreement.

This Tenancy Agreement sets out our rights and responsibilities as your landlord and your rights and responsibilities as a tenant.

This Tenancy Agreement makes you a Tenant of Derwentside Homes. You and we agree to be bound by the Tenancy Particulars and the Tenancy Conditions which together make up this Tenancy Agreement. The dwelling that is the subject of this tenancy is held by Derwentside Homes in trust for a charity and the grant of the tenancy is a disposition falling within Paragraph (a) of Section 36(a) of the Charities Act 1993.

Secure Tenants' Rights Preserved

This Tenancy Agreement preserves the following secure tenancy rights for Transferring Tenants (and their successors unless a possession and/or demotion order is in force):

- Right of succession;
- Preserved Right to Buy;
- Right to make improvements and receive compensation for qualifying improvements;
- Right to repair and compensation;
- Right to consultation;
- Right to Information;
- Right to Assign to Qualifying Successor; and
- Right to exchange.

External Provider of Supporting People Services

This Clause only applies if you occupy sheltered housing and/or receive mobile warden services and have a separate agreement for services from someone other than us (an external Provider) in accordance with Clause 6 in Section 5. This Tenancy Agreement is granted to you to enable you or a member of your household to receive housing related support services. Full details of the level and extent of support services and your obligations (including if applicable, any obligation to pay for it) are set out in the separate agreement with the external service provider (referred to in this Tenancy Agreement as the Supported Housing Services Agreement). The provision of the service set out in the Supported Housing Services Agreement is fundamental to this Tenancy. If the person receiving such services withdraws from or breaches the Supported Housing Services Agreement we may take steps to end this Tenancy on the basis that this is a breach of a tenancy condition.

Landlord's Consent

We agree that where we ask you to obtain our written consent before being able to exercise a right under this Tenancy Agreement that we will not refuse our consent unreasonably.

Rent Card

We agree to provide you with a rent card containing all the information required by law, such as the weekly Rent and charges due.

Changes to Tenancy Agreement

This Tenancy Agreement can only be changed if we both agree in writing. (This condition does not apply to changing the rent, service charges and Supporting People charges as explained in Section 5 of the Tenancy Conditions.)

Changes in Law

The Tenancy Particulars and Conditions can be amended, varied, replaced or altered by laws passed in Parliament in the future.

What happens if you give false or incorrect information?

You are in breach of your Tenancy Conditions if you, or someone acting on your behalf knowingly make a false statement or give incorrect information which leads to the granting of this tenancy. This includes any false or incorrect information given to the Council.

Address for notices sent by us to you

Where it is necessary for us to send you any notice and/or court proceedings, the notice and/or court proceedings will have been properly sent by us, either by delivering it by hand to you, leaving it at your home or by sending it to you by post at your home. A notice delivered by one of these methods will be effective either on the day that it was left at your home or the second working day after posting:

(a) "your home" here means your last known _____ address;

(b) where it is necessary for us to serve any notice on joint tenants the notice will have been properly served on all joint tenants if served on one or any of them separately.

Address for notices sent by you to us

Any notice sent by you to us under this Tenancy Agreement may be sent by post or delivered to:-

[insert registered office address]

Tenancy Conditions

Your Tenancy Conditions are set out in full in the booklet given to you entitled "Tenancy Conditions".

The conditions set out:

Section A: Landlord Rights and Responsibilities
Section B: Tenant Rights and Responsibilities
Section C: Rent and Service Charges

You should read the Tenancy Particulars (this booklet) and the Tenancy Conditions before signing. Details about how to end your tenancy are set out in Section 4. If there is anything you do not understand you should ask your local Housing Officer or seek independent legal advice.

The members of my/our household who will be living with me/us from the start of the tenancy are as follows:

Name(s) _____

Age(s) _____

Relationship to the tenant _____

Tenant(s) Signatures:

(1) _____

(2) _____

Date 4th December 2006

Signed on behalf of Derwentside Homes Limited:

_____

Geraldine Wilcox, Chief Executive

Housing Corporation Charter

The Housing Corporation regulates us and their Charter for Housing Association Applicants and Residents (or replacement charter) applies to this agreement. You can get a copy of the charter from our offices.

Tenants' Handbook

This Tenancy Agreement refers to the Tenants' Handbook but the Tenants' Handbook does not form part of the contractual terms and conditions of this agreement. This is because reference to the Tenants' Handbook is by way of information only and is subject to change from time to time.

TENANCY CONDITIONS

PART A: LANDLORD RIGHTS AND RESPONSIBILITIES

SECTION 1 - LANDLORD'S RESPONSIBILITIES

1. Your Right to Possession

We will not interfere with your right to possession of your home provided you fulfil all of your obligations under this Tenancy Agreement.

2. Repairs

We will:

(i) keep the structure and exterior of your home and its installations (including communal areas in the case of flats) in a good state of repair. The structure and exterior includes:

- Drains, gutters, sewers and external pipes (except where the drains and sewers are the responsibility of a water company, when defects will be reported to that company);
- The roof;
- Outside walls, outside doors, window-sills, window catches, sash cords, window frames, including necessary outside painting and decorating;
- Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards, but not including internal painting and decoration;
- Chimneys, chimney stacks and annual service of solid fuel systems and flues;
- Pathways, walkways, hallways, balconies, steps or other means of access;
- External plasterwork/rendering;
- Integral garages and stores;
- Boundary walls, gates and fences, if they exist at the start of the Tenancy or are later erected by us, adjoining footpaths, rights of way, garage access ways or any roads not maintained by the Council and owned by us; and
- Access paths, passageways and alleys owned by us.

(ii) keep in a good state of repair and proper working order any installation provided by us in your home for the supply of water, gas and electricity, for sanitation and for space or water heating. **Installations include:**

- Basins, sinks, baths, showers, toilets, flushing systems and waste pipes, water pipes, taps (including tap washers) and stop taps;
- Electrical wiring including sockets, light fittings and switches;
- Water heaters, fireplaces, fitted fires and central heating installations and gas pipes;

- Rubbish disposal unit (where appropriate);
- Shared Fire Alarm Systems;
- Shared Door Entry Systems;
- Shared TV/VHF aerial system;
- Hard-wired Pull Cord Systems; and
- Hard-wired Smoke Detectors (where applicable).

We are not responsible for installations which you have provided in your home (except for gas fires where we will remain responsible for repair and maintenance).

For more detailed information please see the Tenants' Handbook.

Repairs to the communal heating and hot water system may involve turning off the supply. We will give you notice beforehand where this is necessary except in an emergency where this is not possible. All reasonable steps will be taken to minimise any disruption caused.

3. Tenant damage and fair wear and tear

Where repairs are necessary because of damage caused by you, your family, lodgers and/or visitors (other than fair wear and tear) you may have to pay our reasonable costs of repair and/or replacement as a debt due under the terms of this Tenancy Agreement.

4. Communal areas

We will keep the communal entrances, halls, stairways, lifts, passageways, rubbish chutes, bin stores and any other communal areas (including their electric lighting) clean tidy and in repair and fit for use by you and other occupiers and visitors to your home.

5. Provision of Information

We will:

(i) publish a summary of the rules for deciding priority in allocating housing, including transfers and exchanges;

(ii) publish information at least annually about tenancies, housing management performance indicators, policies, complaints procedure and details of the Independent Housing Ombudsman.

6. Discrimination

We agree not to discriminate against you or members of your household on grounds of race, ethnic origin, religion, gender, (including reassigned gender), disability or sexual orientation, or any other reason.

SECTION 2 - LANDLORD'S RIGHTS

1. Right to Access

We have the right to gain access to your home in the circumstances described in Clause 15 of Section 4.

2. Right to Fix Wires etc

We have:

(i) the right to erect, fit, attach, fix and maintain any wires, poles, brackets, fixtures and fittings in, over or upon your home for the purpose of supplying digital, radio and television diffusion service to any other property;

(ii) the right to install and maintain or improve in your home and in the communal areas cables, wires, fixtures or other equipment for provision by us of emergency alarm or security systems. We will give you reasonable notice of our intention to carry out the works.

3. Right to Apply for an Injunction

We have the right to apply for an injunction to enforce your obligations under the terms of this Tenancy Agreement.

4. How Derwentside Homes may end your Tenancy

4.1 If we intend to get a court order against you under Schedule 2 of the Housing Act 1988 we will give you at least four weeks' notice in writing unless we are using grounds 12, 14 or 14A when the notice may be less than four weeks. In extreme cases we may ask the court for permission to dispense with any notice before we start any court proceedings. An example of an extreme case is where violence or the threat of violence has occurred and is likely to recur.

4.2 We can apply to end your tenancy on the following grounds from Schedule 2 of the Housing Act 1988 (as amended or varied by Parliament from time to time):

Ground 7

The tenancy has been inherited under a will or on intestacy but that person is not entitled to succeed to it:

Ground 9

Where we have offered you suitable alternative accommodation and we can show that:

- we intend to demolish your home or restructure the building or part of the building which includes your home and we need your home empty to carry out the work; or
- your home has special features (which you do not need) for an elderly or disabled person, and we need your home for someone who needs those special features; or

- you took over the tenancy as a successor and there are too few people living in your home considering its size. This clause will not apply where the successor is a spouse or a person living with you as your husband or wife (including same sex partners) where succession leads to under-occupation.

Ground 10

You have not paid the rent you owe;

Ground 12

You have broken, or failed to keep to any of the conditions of this Tenancy Agreement (other than one related to payment of rent);

Ground 13

You or anyone living with you has damaged or not looked after your home or its surroundings, or your lodger or sub-tenant has damaged your home and you have not taken all reasonable steps to evict that person from your home;

Ground 14

You or anyone living in or visiting your home has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person living, visiting or otherwise engaging in a lawful activity in the locality or you or anyone living in or visiting your home has used your home for an illegal or immoral purpose or been convicted of an arrestable offence in the locality of your home;

Ground 14A

You lived at your home as a married couple or as a couple living together as husband and wife and one partner has left because of domestic violence and we can show that the partner who has left is unlikely to return;

Ground 15

You or anyone living in your home has damaged any furniture provided for use under the tenancy. Your lodger or sub-tenant has caused damage to furniture provided under the tenancy and you have not taken all reasonable steps to evict that person from your home;

Ground 16

We let you your home because of your job and you no longer have that job;

Ground 17

You, or someone acting on your behalf, made a false statement to get this tenancy from us.

These are the only Grounds under Schedule 2 of the Housing Act 1988 that we will use to get a court order against you. As long as you keep to this Tenancy Agreement you have the right to live peacefully in your home without interference from us.

We will not use Grounds 1 to 6, 8 and 11 in Schedule 2 of the Housing Act 1988. Further details of what these are available on request.

4.3 Demotion Orders

4.3.1 We may apply to the Court for a Demotion Order under the Housing Act 1988.

4.3.2 A Demotion Order demotes an assured tenancy to an assured shorthold tenancy for a period of at least one year.

4.3.3 Where we apply for a Demotion Order under Section 6A of the Housing Act 1988 (as inserted by the Anti-Social Behaviour Act 2003) we will give you two weeks' notice in writing unless it is an extreme case. In extreme cases we may ask the court for permission to dispense with any notice before we start any court proceedings.

4.3.4 You will be given full details of why a Demotion Order is or has been sought together with your right to appeal to Derwentside Homes.

4.3.5 If a Demotion Order is made you will be given written details of which terms of this tenancy still apply.

PART B: TENANT RIGHTS AND RESPONSIBILITIES

SECTION 3 - YOUR RIGHTS AS A TENANT

You have the following rights:-

1. Occupation of Your Home

You have the right to live peacefully in your home without interruption or interference from us as long as you keep to the terms of this Tenancy Agreement. However, we may have to enter your property in certain circumstances, as explained in Clause 15 of Section 4.

2. Security of Tenure

You are an Assured tenant with security of tenure as long as your home is your only or principal home. We can only end the tenancy by obtaining a court order for possession on one or more of the grounds listed in Section 2 or if Clause 3 (below) applies.

3. If Your Assured Tenancy Ends

If you stop living in your home as your only or principal home your tenancy may stop being an Assured tenancy. If your tenancy does stop being an Assured tenancy, we may end your tenancy by giving you four weeks notice in writing and obtaining a court order for possession unless you have abandoned or surrendered your home.

4. Right to Make Improvements/Alterations

4.1 You may make the type of improvements and alterations to your home (including the garden area) as listed below as long as you get our written consent and all other necessary approvals.

Improvements and alterations include for example:

- Construction of a patio, hardstanding or driveway;
- Erection of a pigeon loft, shed or similar outbuilding or fences;
- Erection of TV and/or CB and/or amateur radio aerials or Satellite dishes;
- Provision of new kitchen units or bathroom suite;
- Changes to layout of premises by provision or removal of walls, windows, etc.

4.2 **Consent will not be unreasonably withheld but may be conditional on the following:**

(i) compliance with planning or building regulations;

(ii) a requirement that the work is carried out to a standard agreed with us in advance;

(iii) a requirement that any work related to electrical or gas apparatus systems or equipment is carried out by a suitably qualified person/contractor;

(iv) completion of the work within a given timescale from date of commencement;

(v) a requirement that your home is returned to its original condition (at your expense) when you leave where this is part of our written consent;

(vi) a requirement to pay us for any work which may be reasonably necessary if your work is not of the required standard, unsafe, unfinished or in breach of any other regulation; and

(vii) you must ensure that you are in a position to meet and/or reimburse Derwentside Homes for any claims that may occur as a result of exercising the right to make alternations and/or improvements. We reserve the right to claim from you any compensation which we may be obliged to pay in respect of any accident or injury which might arise from you having exercised these optional rights.

If you do not comply with all of the conditions for the work being done, we may treat this as a breach of your obligations under this Tenancy Agreement under Ground 12 of Schedule 2 of the Housing Act 1988.

5. Right to Compensation for Improvements

If you carry out certain improvements to your home and then your tenancy ends, you may be entitled to some compensation towards the costs of these improvements. This will be explained further at the time you apply for consent to carry out the works.

6. Right to Repair and Compensation

(i) You have the right to require us to appoint a contractor ("the Second Contractor") if Qualifying Repairs are not carried out on time by the first contractor appointed by us.

(ii) You have the right to receive compensation where the Second Contractor has not carried out the Qualifying Repairs on time.

(iii) Qualifying Repairs and the level of compensation payable by us will be made in accordance with the requirements of the Housing Corporation's guidance.

7. Right to Consultation

We will consult you on any matters affecting housing management services and maintenance.

8. Right to Information

You have a right to information from us about:

- the terms of this Tenancy Agreement;
- our responsibilities as landlord;
- our policies and procedures;
- our policy and procedure on housing allocation and transfers;
- equal opportunities;
- our principles for fixing rents and service charges;
- our performance as landlord; and
- Information on arrangements for consultation.

9. Right of Succession

This is the right to pass on your tenancy when you die.

(i) Succession on death of Joint Tenant

If you are joint tenants, the surviving joint tenant will take over the tenancy as a sole tenant on condition that they occupied your home as their only or principal home at the time of your death. There are no further statutory rights of succession after this.

(ii) Succession on Death of Sole Tenant

If you are a sole tenant and as long as you are not a successor (as defined below), the following persons have a right to succeed to this tenancy:

(a) your spouse or a person living with you as your husband or wife (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death;

(b) if you have no surviving spouse or partner, a member of your family (as defined below) may succeed as long as:-

- they occupied your home as their only or principal home; and
- they lived with you throughout the period of 12 months ending with your death.

(iii) Underoccupation/Unsuitability

If a member of your family succeeds to your tenancy and this results in your home being underoccupied or unsuitable (for example, special adaptions installed but would no longer be required) we will offer that person alternative accommodation. We may apply for a court order under Ground 7 of Schedule 2 of the Housing Act 1988 in these circumstances.

(iv) Disputes

(a) If there is more than one person entitled to succeed as your spouse they will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide who will succeed to the tenancy;

(b) If more than one member of your family has a right to the tenancy they should agree who will claim it. If they cannot agree, they should all make a claim and we will decide to whom we will offer the tenancy. When we have decided we will tell everyone involved the person to whom we will offer the tenancy.

(v) Notification of Death of Tenant

The successor or potential successor(s) must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made as set out in sub-clause (iv) above.

(vi) Definition of Successor

You are a successor if:

(a) you were a joint tenant and have become the sole tenant;

(b) you gained this tenancy as a result of an exchange of tenancies and you were a successor under your original tenancy;

(c) you gained this tenancy as a result of a court order relating to matrimonial proceedings and your spouse was a successor; or

(d) you gained this tenancy by a right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant.

(vii) Additional Successions

Whether or not there has already been a succession to the tenancy after the Transfer, we will consider sympathetically those cases where the surviving person has been living with the deceased tenant or has special needs. Any request made under this clause will always be subject to our current allocations policy.

(viii) Succession before Transfer

We will not count any succession which happened before the transfer.

10. Right to Assign to a Qualifying Successor

You have the Right to Assign your tenancy to a person who would qualify to succeed to the tenancy upon your death. An example of where an assignment is used is where the tenant moves into residential care accommodation leaving a Member of your Family entitled to succeed as tenant (subject to Clause 9 above).

11. Right to Exchange

(i) You have the right to exchange this tenancy with that of another tenant of a Registered Social Landlord or Derwentside Homes or a Council or a new town as long as you have written consent from us beforehand. We will not refuse this unless we have a good reason to. We will take guidance from the procedure in Schedule 3 of the Housing Act 1985.

(ii) You will also need to sign a Deed of Assignment to make the exchange lawful. We will provide the Deed of Assignment for you to complete. Any exchange carried out without our written consent and the completion of a Deed of Assignment will be in breach of this Tenancy Agreement and will be regarded as unlawful.

(iii) You have the right to be registered with HOMES and HOMESWAP.

12. Preserved Right to Buy

(i) If you had the right to buy your home before the Housing Stock Transfer from Derwentside District Council you have the Preserved Right to Buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993. This right will also apply if:

- you have succeeded to this tenancy under Clauses 9 or 10 above; and/or
- you exchange with other Transferring Tenants who had the Right to Buy their home before Transfer.

(ii) You do not have the Preserved Right to Buy your home if:

- you live in sheltered housing or other housing excluded by this legislation (full details available on request);
- you are not a Transferring Tenant and have become the tenant of this property as a result of a mutual exchange. This does not affect your Right to Acquire;
- your assured tenancy has been demoted.

(iii) You may lose your Preserved Right to Buy if you exchange with a tenant of another landlord.

13. Right to Acquire

You have the Right to Acquire your home under the Housing Act 1996, unless you live in the type of housing excluded by that legislation such as sheltered housing or other excluded housing (full details available on request).

Where you have both the Preserved Right to Buy and the Right to Acquire you cannot exercise both rights at the same time.

SECTION 4 - TENANT RESPONSIBILITIES

You have the following responsibilities:-

1. Possession

(i) To take possession of the property when your tenancy starts and to live in the property as your only or principal home.

(ii) To tell us as soon as practicable if you will be away from your home for more than one month so that we know that you have not abandoned your home.

2. Payment

(i) To pay the Rent, Service Charges and any other charges (listed at the start of this Tenancy Agreement) when due (on each Monday, a week in advance).

(ii) If you have a joint tenancy you are jointly and individually responsible for all the payments due and for any arrears. This means that if one joint tenant leaves we can recover all or any of these amounts from the joint tenant who stays in the home or from the joint tenant who leaves. The joint tenancy continues provided at least one of the joint tenants lives in the home unless a notice to quit is received from one of the joint tenants (or we have taken steps to end the joint tenancy). This also applies to your other obligations as a tenant.

3. Supporting People Charges

(i) To pay the Supporting People Charges (listed at the start of this Tenancy Agreement or Variation Notice, if they apply) when due (on each Monday, a week in advance).

4. Arrears and Advance Payments

(i) If you have made any advance rent payments (known as credits) or have rent (or any other charge) arrears on your rent account when you sign this Tenancy Agreement we will:

- add the amount of any credit you have to your rent account to the oldest liability first (this is known as crediting your account); or
- add any arrears you have to your rent account (this is known as debiting your account).

(ii) By signing this Tenancy Agreement, you are agreeing that we will treat any arrears of rent that you owe to the Council on your home before the date of this Tenancy Agreement as current arrears owed to us. The repayment rate is as set out in your Tenancy Particulars.

(iii) If you leave your present home to become our tenant in another home:

- we will also be entitled to use all rent payments made on your new home to pay off any arrears on your old home;

- we will also be entitled to use any rent credits you have built up on your old home to cover the rent of your new home; and
- in normal circumstances, we will expect you to clear your existing rent account before a transfer or exchange of homes can take place.

(iv) If you have more than one outstanding charge (e.g. charges for damage caused to your home as explained in Clause 12(vii) below as well as rent arrears) any money paid to us by you may be paid towards the oldest debt first provided that we have told you beforehand.

5. Anti-Social Behaviour, Nuisance and Annoyance

You (or anyone living with you or visiting your home including children) must not:

(i) act in an anti social manner towards any person living in, visiting or otherwise engaging in a lawful activity in the locality of your home.
Anti-social behaviour consists of behaviour which causes or is likely or capable of causing harassment and/or alarm and/or distress to others.

(ii) do or incite or allow others to do anything to be done which causes or is likely to or capable of causing, a nuisance, annoyance or disturbance to any person living in, visiting or otherwise engaging in a lawful activity in the locality of your home.

Examples of anti-social behaviour, nuisance, annoyance or disturbance could include:

- persistent or prolonged playing of loud music; arguing and door slamming; dog barking and fouling; offensive drunkenness; selling of drugs or drug abuse; rubbish dumping; undertaking major car repairs; using DIY tools late at night and/or in the early hours of the morning; playing ball games close to someone else's home; discarding litter; throwing stones; use of air rifles; pellet guns and other projectile devices.

6. Racial and Other Harassment

You (or anyone living with you or visiting your home or locality, including children) must not commit or incite or allow others to commit any form of harassment on the grounds of race, colour, religion, age, gender, (including reassigned gender), sexual orientation, disability or other status which may interfere with the peace and comfort of, or cause offence to, a person residing, visiting or otherwise engaging in a lawful activity in your or their home or in the locality.

Examples of racial and other harassment include:

- behaviour causing alarm or distress;
- language causing alarm or distress; using or threatening to use violence; using abusive or insulting words or behaviour; damaging or threatening to damage another person's home or possessions; writing threatening, abusive, insulting letters or graffiti.

7. Noise

You (or anyone living with you or visiting your home, including children) must not play or allow to be played any radio, television, record, tape recording, compact disc, mini disc, DVD or musical instrument or operate any other equipment so loudly that it causes a nuisance, disturbance or annoyance to neighbours or can be heard outside your home. You are reminded that noise is likely to be a particularly sensitive issue between the hours of 11pm and 7.30am.

The examples of anti social behaviour, nuisance, annoyance, noise, racial and other harassment listed in paragraphs 5, 6 and 7 above are not exhaustive or exclusive.

8. Domestic violence and abuse

You (or anyone living with you or visiting your home, including children) must not:

(i) inflict violence or threaten violence against any other person living with you or living elsewhere;

(ii) harass or carry out mental or sexual abuse which makes anyone who lives with you leave the home;

(iii) use or threaten to use violence or abusive or insulting words or behaviour towards any other person, including our employees, agents or contractors or anyone on official business.

9. Derwentside Homes Employees, Board Members, Agents and Contractors

You (or anyone living with you or visiting your home, including children) must not threaten, shout or swear at or act in an aggressive or anti-social manner or cause nuisance or annoyance to any of our employees, Board Members, agents or contractors engaged in any housing management related activity in your home or in the locality.

10. Drugs and drug dealing

You (or anyone living with you or visiting your home, including children) must not use your home or locality from which:

(i) to make, supply, take or store any drug (unless there is a lawful prescribed medical use for you or anyone living with you or visiting your home); and/or

(ii) from which to cultivate, manufacture, supply or sell any drug.

11. Use of Your Home

You must:

(i) use your home as a private dwelling;

(ii) not overcrowd your home by allowing more people to live there than the permitted number shown at the start of this tenancy;

(iii) not carry on a trade or business or allow a trade or business to be carried on at your home without getting our written consent beforehand and any necessary planning and other consents where required. If our consent is given and the trade or business disturbs or causes nuisance or annoyance to your neighbours, our consent may be withdrawn;

(iv) not display any business advertisement, sign or notice on your home without getting our written consent beforehand;

(v) not use your home, any shared area or the locality for any illegal, criminal, immoral or improper purposes.

Examples of illegal or immoral purpose include but are not limited to:

- storing or distributing racist or pornographic material; storing or sale of stolen goods; supplying intoxicants to others; running a brothel; using the premises as a resort or haven for those committing crime and/or nuisance/annoyance in the locality.

12. Care of Your Home

You must:

(i) keep your home in a clean and tidy condition;

(ii) not place or allow any item(s) to be placed so as to cause an obstruction to and from your home or any neighbouring property or land;

(iii) not store in your home petrol, liquid petroleum gas or similar combustible or inflammable fuels, other than for immediate use in domestic appliances;

(iv) obtain our written consent if you want to use or store any of the items listed in (iii) above in any communal area or shed or store forming part of the building in which your home is a flat or maisonette (fuel in a tank of a motor vehicle or lawnmower properly kept on a drive of hardstanding or in an outbuilding is excluded from this provision);

(v) if you need to use and store oxygen cylinders at your home because of a medical condition tell your local housing office immediately and agree suitable storage arrangements

(vi) not store in your home any type of firearm or firearm ammunition unless you have a permit;

(vii) not damage, deface or put graffiti on your home or any part of our property. You may have to pay the reasonable costs for any repair or replacement arising from any damage caused to your home or any other property by you, your family, visitors, including children or lodgers. These costs may be charged in addition to your rent and recovered as explained in Clause 4(iv) above;

(viii) not put up any fixtures such as satellite dishes, television or radio aerials without getting our written consent beforehand and, where required, planning consent and/or building regulation approval from the Council;

(ix) take all reasonable steps to prevent damage to your home by fire, frost, the bursting of water pipes or the blocking of drains. The Tenants' Handbook contains practical advice on how you can avoid damage of this kind;

(x) not make false or malicious complaints to us about the behaviour of any other person living in or visiting within the vicinity of your home;

(xi) not tamper or interfere with equipment for the supply of services or other security and safety equipment.

Where deterioration of your home or any communal areas is due to the neglect or default of your lodger, sub-tenant or visitor, you are required to take whatever steps as are reasonable for the removal of the lodger, sub-tenant or visitor.

13. Furnished accommodation

Where your home is furnished by us, the items listed on the Inventory attached to this agreement remain our property.

You, or any other person living in or visiting your home must not:

(i) Sell, rent or give away any of our furniture. If you do we may ask the Court for permission to evict you. We will seek an order for the Court costs for any Court action taken. We may ask the Court for you to pay us compensation for the furniture.

(ii) Deliberately damage or vandalise our furniture.

(iii) Move any of our furniture out of the property without our written permission.

(iv) You must allow us access to the property to inspect our furniture. We will give you 48 hours notice of any inspection.

(v) You are responsible for repairing any damage to our furniture which you or any other person living in or visiting your home causes.

(vi) When you move out of the home you must leave our furniture in the property in a reasonable condition. We will inspect the furniture and you may be charged for any broken or damaged items where you or a member of your family or visitor are responsible (other than fair wear and tear).

14. Internal Decoration and Repairs

You must:

(i) notify us promptly of any disrepair in your home or the communal areas;

(ii) decorate all internal parts of your home as often as is necessary to keep them in reasonable decorative order;

(iii) pay the total reasonable costs of any works of repair or replacement arising from any damage to your home (other than fair wear and tear) caused or permitted by you, your family, your pets, lodgers or visitors, including children.

You are responsible for the repair and maintenance of your own domestic equipment including the supply from the connection point, except where we have agreed to take responsibility for repair and maintenance. For example:

(iv) Electrical installation

all fittings and appliances supplied by you such as cookers, washing machines, fridges, door bells, light bulbs, fluorescent tubes, fuses.

(v) Gas installation

gas cookers supplied by you. We will remain responsible for the repair and maintenance of all other gas installations.

(vi) Sanitary Fittings

WC seats, covers, hinges, chains and handles; plugs and chains to baths, basins and sinks.

(vii) Security

loss of keys and the costs of gaining access, including the replacement of locks.

(viii) Glazing

all cracked or broken glass where this is as a result of the negligent or careless acts of you, your family and/or visitors.

(ix) Solid Fuel Fires

the sweeping of chimneys and any appliances not provided by us (or the Council before Transfer).

(x) Miscellaneous

items such as curtain rails, hat/coat hooks, blinds, shelves, clothes lines, minor plaster cracks and any structure or fitting not installed by us (or the Council before Transfer). (NB clothes lines/dryers are provided in some communal areas).

You are responsible for repairing or renewing any items associated with extensions or alterations carried out by yourself which have been approved by us in writing.

15. Access

(i) you must allow us, or anyone working for us, including contractors and utility companies acting on our behalf, reasonable access to all parts of your home. Access will usually be during the daytime, on production of appropriate proof of identity, to inspect the condition of your home or carry out repairs or other works to your home or adjoining property. We will normally give you a minimum of 24 hours notice that we need access, but we may need immediate access in an emergency;

(ii) you must not obstruct access to your home, either directly (for instance by refusing consent to enter or by cancelling appointments) or indirectly (for instance by accumulation of furniture, personal effects, stored items or unhygienic conditions).

The need for access applies to:

- inspections, repairs and other works to the installations in your home, such as gas, electricity and water. We have a statutory duty to inspect the gas installations. Failure to allow access for servicing of gas installations shall result in court proceedings against you to obtain access. We will ask the Court to make you responsible for the costs of court proceedings if you deny or obstruct access unreasonably;
- professional treatment to remove infestations.

16. Insurance

We are responsible for maintaining the structure of your home in respect of loss or damage suffered from a fire, flood, gas explosion, etc.

This responsibility does not cover replacing furniture, carpets, personal belongings or internal redecoration, etc.

You are strongly advised to take out your own contents insurance cover.

Refer to the Housing Advice Leaflet in the Tenant Information Pack.

17. Rubbish and unwanted items

You must:

(i) dispose of rubbish, safely and securely wrapped, in the chute, bin chamber or dustbins provided. For items that are too large for the chute, dustbin or chamber, you should contact Derwentside District Council to arrange for their removal;

(ii) dispose of hazardous items such as glass, asbestos or medical products (such as hypodermic syringes or medication) safely, and to contact our offices for advice if necessary;

(iii) not dump rubbish or unwanted items elsewhere in the block, communal area or in the locality;

(iv) keep common parts clean and free from your rubbish and unwanted items; and

(v) not throw any item (including food stuffs) out of the window of your home.

18. Infestation

You must take reasonable steps to avoid doing anything which encourages an infestation of insects, pests or vermin in either your home or communal areas. Throwing scraps of food out of the window or on the property can lead to infestations and must be avoided.

Where an infestation arises as a direct result of you failing to take reasonable steps we may charge you the reasonable costs for special cleaning and any necessary additional professional treatment.

19. Communal areas

If you share any communal areas with other residents you must:

(i) keep all the communal areas clean except where we provide a cleaning service and for which a service charge is made;

(ii) not keep any cars, mopeds or motorcycles or associated parts in any communal entrance halls or landings (tenants or members of their household who have a motorised wheelchair or scooter may be given permission where there is no other place for storage/parking);

(iii) keep them free from obstruction, rubbish and defacement;

(iv) not throw anything from any landing, balcony, corridor or window in your home or in the areas shared with your neighbours;

(v) keep noise in communal areas to a reasonable level to avoid causing a nuisance to others;

(vi) not drive or allow your lodger(s) or visitor(s) to drive across or damage footpaths or grassed areas or verges;

(vii) not jam open doors in communal areas; and

(viii) not let strangers in without identification.

20. Garden

You must:

(i) maintain any garden which is part of your home in a reasonable and tidy condition;

(ii) not plant or cultivate any trees, hedges or bushes that may cause damage, nuisance or obstruction to your neighbours. You agree to take responsibility for removing them if they do;

(iii) not cut down, damage or remove any tree or hedge (excluding pruning) at your home without getting our written consent beforehand;

(iv) not encroach on any property which has not been let to you. You must report any encroachment or attempted encroachment on the boundaries of your home either and must report any attempted encroachment to us promptly.

If your garden is overgrown (and there is no good reason why you cannot do the work yourself) we may, after writing to you first, clear it and charge you the reasonable costs in doing so. If you are elderly or disabled and either live alone or have no one living with you who could reasonably be expected to assist you in the garden you should contact us. Derwentside Homes will, subject to capacity, provide a basic maintenance and tidy up service to tenants who meet the qualifying criteria outlined above.

21. Fencing

You must:

- maintain the fencing which is erected by you and is your responsibility to a reasonable standard; and
- not erect walls or fences or alter, move or interfere with existing boundary features without getting our written consent beforehand. If you break this condition we may, after writing to you first, require you to return the boundary to its original state or we may do the work ourselves and charge you the reasonable costs to do so.

If you live in an area classed as an open plan estate you must not erect fencing or any form of structure or extension at the front of your home unless you have first obtained our consent in writing.

For more detailed information please see the Tenants' Handbook.

22. Pets and Animals

(i) You may keep a reasonable number of domestic pets if your home has a private entrance or garden. A domestic pet is considered to be a dog, cat, small caged animal or bird, small amphibians and fish.

(ii) Our consent will be withdrawn where your pet causes, or is likely to cause, a health hazard, injury, nuisance or damage or where keeping such pets in your home (including the garden) is unsuitable. In these circumstances we reserve the right to ask you to remove any pet.

(iii) You must clean up any fouling caused by your pet or animal.

23. Parking

You must not:

(i) park on your garden without having:

- an approved hard standing; and/or
- approved access or pavement crossing.

Approval means consent from us, the Highways Agency and planning consent from the Council (where required).

(ii) use car parks provided by us for a purpose other than parking for example, storage of dilapidated and/or illegal vehicles.

24. Repair of Vehicles

You must not carry out repairs to any motor vehicle at your home except minor routine repairs to your motor vehicle and vehicles belonging to members of your households.

Where such minor repairs are carried out, you must:

(i) carry out the repairs on the driveway of your home or in the garage if you have one;

(ii) not cause excessive noise, dust or spillage;

(iii) not cause, or likely to cause, a nuisance, annoyance or disturbance to your neighbours, visitors or any other person engaged in a lawful activity within the locality;

(iv) not carry out the repairs in such a matter so as to create, or likely to create, a danger to your neighbours, visitors or any other person engaged in a lawful activity within the locality.

25. Matrimonial and Other Court Proceedings

You must tell us the outcome of any legal proceedings which results in a court order affecting your tenancy or rights of occupation.

26. Assignment, Exchange, Sub-letting and Lodgers

(i) You must not assign, exchange, sub-let or part with possession of any part of your home without getting our written consent beforehand. If consent is given, it may be subject to conditions.

(ii) You may allow anyone to live in your home as a lodger (as long as this does not make your home overcrowded) but you must notify us in writing of the lodger's name as soon as you can after he or she moves in. This does not mean that you can sub-let or give up possession of part of your home, for this you must get our written consent. If you are in receipt of Housing Benefit you must also give details of the lodger to the Council.

27. How You May End The Tenancy and Move Out

If you wish to end your tenancy, you must:

(i) give us a minimum of 28 days notice in writing to end on a Sunday. If you are joint tenants, any one of you can end the tenancy and we will decide if any of the other joint tenants can stay in the home. If you change your mind you must formally withdraw your notice in writing within 26 days.

(ii) give us vacant possession of your home and return all the keys by midday on the Monday after your notice to quit has ended.

(iii) If you install any fixtures, most of these will become our property, which you must not remove when the tenancy ends. If there is an item you wish to take with you, then you should obtain our consent in writing before you remove it. If you remove fixtures, you will be charged the reasonable cost of them being replaced. We may compensate you for certain fixtures – see Clause 5 of Section 2 Your Right to Compensation for Improvements;

(iv) remove all furniture, personal possessions and rubbish;

(v) leave your home in reasonable decorative order and in a clean and hygienic condition. You must pay the reasonable costs for repair or replacement if damage has been caused deliberately or by your own neglect or that of anyone living with you or visiting you (including children). You will not have to pay for normal wear and tear.

We would ask that you allow access to prospective tenants and our staff to view your home within the final 28 days of your tenancy.

We accept no responsibility for anything you leave at your home at the end of the tenancy. If any items are found in your home after you leave, we will assume that you no longer wish to keep them, they will be removed and you may be charged a reasonable amount for the cost of removal and disposal.

PART C: RENT AND SERVICE CHARGES

SECTION 5 - YOUR PAYMENTS

1. Payment of Rent , Service Charges and Supporting People Charges

You must pay your Rent, Service Charges and Supporting People Charges (if any apply) when due. If you do not pay your Rent and/or other Charges, then we can go to Court for an order to seek a money judgement and/or possession order. If you have difficulty paying your Rent and/or other Charges you should contact us immediately.

2. Setting your rent

We will:

(i) We will increase your rent on the first Monday in [April] [ ] by no more than the change in the Retail Price Index (all items) published in the [September] before the [April] rent increase ("RPI") plus 0.5% plus or minus £2.17 per week ("the First Rent Increase"). We will give you advance notice in writing of the increase.

(ii) After the First Rent Increase we can (in accordance with Sections 13 and 14 Housing Act 1988) change your rent if we give you at least one month's notice in writing of the change. The amount of any change will take account of government guidance on social housing rents or any replacement guidance for registered social landlords. The rent shall not be changed within 52 weeks of the last change.

You must then pay the full amount shown in the notice unless either both we and you agree to an alternative figure or you ask a Rent Assessment Committee to set a rent for you. This rent will be the most we can charge from the date specified in the notice unless you and we agree otherwise.

3. Setting your Service Charge (if this applies)

(i) If you receive services we may increase your Service Charges on the first [Monday] in [April] [ ] by an amount set out in a written notice sent in advance of it taking effect (the "First Service Charge Increase"). We will send you a Service Charge Schedule showing the full details.

(ii) After the First Service Charge Increase you will be asked to pay a Service Charge based on our estimate of the sum we are likely to spend in providing services to you over the coming year. That will be the Service Charge we will ask you to pay for that year and will be set out in a Service Charge Schedule.

(iii) At the same time we will work out how much we have actually spent on providing services for you in the previous 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.

(iv) If you are required to pay a service charge for the first time, we will give you at least one month's notice in writing of the service charge amount after we have consulted you about the introduction of the service.

(v) Each year when you receive your Service Charge Schedule, you have the right, within six months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We will make a reasonable charge to cover the cost of any copying.

(vi) We can only make reasonable Service Charges and the services or work we do must be of a reasonable standard. If you believe that your Service Charge is unreasonable (in terms of amount charged or standard of work) you can apply to the Leasehold Valuation Tribunal for a decision as to what is reasonable. Further details are given in the Tenants' Handbook.

(vii) We will not increase your Services Charges more than once a year after the First Service Charge Increase without your prior consent.

(viii) We may establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the Service Charge account in the foreseeable future.

4. Varying existing services

We may, after consulting with you and all other affected tenants, increase, add, alter, vary, reduce or remove any service(s) for which you pay a Service Charge. We will act reasonably and will take account of tenants' views and any guidance issued by the Housing Corporation. Following consultation, any changes proposed will only take effect after we have served one month's notice setting out the changes and the date from which they will take effect (a "Notice of Variation"). The Notice of Variation will also set out any revised Service Charge or new service as a result.

5. Supporting People Charge (if this applies)

(i) If you receive Supporting People Services we will increase the Supporting People Service Charge at the same time as your Rent and Service Charges by giving you one month's written notice in advance.

(ii) The annual increase (if any) to the Supporting People Charge will be guided by the levels set by the Supporting People Administering Authority.

6. Replacing provision of existing Supporting People Services

Where the Administering Authority for the Supporting People Grant have carried out an independent review of the Supporting People Services provided by us and decide that they will no longer make payments of the Supporting People Grant to us we may, after consulting with you, cease to provide the Supporting People Services ourselves. We will take every reasonable step to ensure a smooth transition to enable the alternative external provider to continue to provide the Supporting People Housing Services you currently receive (where applicable). You will be required to enter into a Supported Housing Services Agreement with the new provider and the Clause entitled "External Provider of Supporting People Services" in the Particulars of your Tenancy Agreement will apply.

7. Heating and hot water

If your heating or hot water comes from a system that heats all the building your home is in, you will pay for your heating or hot water as a service charge and will be set out in your rent card.