

# Bromford.

**You** have a **Monthly Assured Non Shorthold Tenancy with a Social Rent**. This is a legal contract and sets out **Your** rights and responsibilities as a tenant and our responsibilities to **You** as a landlord

These are the terms and conditions of our relationship, but that is only part of the story.....

....we want our relationship with you to be a strong one, built on trust and we want your home to be a springboard for you to achieve what you want out of life.

So, along with you and the community in which you live, we will play our part in helping you identify what you want and helping you get there. This is the Bromford Deal.

What we will do.....	What you need to do.....
Provide a place for you to call home and your own neighbourhood coach to help you achieve your goals.	Work with your neighbourhood coach to help you reach your goals.
Make sure your home is safe and if anything breaks down that you cannot fix yourself – we'll make sure it is repaired or replaced.	Make sure your rent is paid in advance and to keep to all of your other tenancy responsibilities - like looking after your home and garden.
If you need us to help you achieve something – we'll make it easy for you to get what you need. If you do contact us, we'll be friendly, respectful and we'll do what we say we will.	Let us into your home when we need access – to review your tenancy with you, service your heating or to carry out repairs or improvements.
We'll do our bit to help you make your neighbourhood a place we can both be proud of.	Play your part in making your neighbourhood a place you can be proud of - using the skills you have for the benefit of your neighbours and the local community.
We have high expectations of all of our customers - we will deal quickly and firmly with any issues, but we don't get involved in tit for tat arguments	Get on with your neighbours and if needs be, make an effort to sort out any differences you may have with them.
If we get it wrong, we will look to put it right for you as quickly and as painlessly as possible.	Keep in touch - get back to us promptly if we need to contact you and let us know if your circumstances change.

THIS AGREEMENT (the "Tenancy") IS MADE BETWEEN:

The Landlord: **Bromford** Housing Association Limited ("**Bromford**") of 1 Exchange Court, Brabourne Avenue, Wolverhampton Business Park, Wolverhampton, WV10 6AU. **Bromford** is registered with the Housing Regulator (from time to time that regulates Registered Providers) under section 111 of the Housing and Regeneration Act 2008.

AND

Tenant(s) 'You' full names:

xxx

Date of Birth

xxx

If more than one person is a tenant, then each of **You** has all the rights and responsibilities of an assured tenant under this Tenancy. Whilst the Tenancy exists each of **You** is fully responsible for the Rent even if **You** (or any joint tenant if applicable) move out of **Your** Home.

### **PART 1 – TERMS WHICH APPLY THROUGHOUT THE CONTINUANCE OF THIS TENANCY**

The following person(s), who are not tenants, will be living with **You** at the start of this Tenancy:

Name

xxx

Date of Birth

xxx

Relationship to **You**

**You** must not allow more than the maximum number of people to live in the Property at any time.

### **YOUR NEW HOME**

**Bromford** grants **You** a tenancy of: xxx

(the "Property") which, if **You** occupy a house or bungalow, includes fixtures and fittings and any garden, paths, hedges and/or fences, garages and outbuildings owned by **Bromford** (**Your** "Home").

### **Description of Your Home:**

**Your** home is a xx bedroom property.

The maximum number of people that can live in **Your** Home is xx (the "Permitted Number") and **You** must not allow more than the Permitted Number of people to live in **Your** Home at any time.

If **Your** Home is a flat or maisonette it forms part of a building owned or managed by **Bromford** (the "Building") which includes shared communal areas (the "Communal Areas"). **Your** Home and the Building form part of adjoining land and buildings owned or managed by **Bromford** (the "Estate").

**Your** Home that is the subject of this Tenancy is held by the landlord in trust for a charity that is an exempt charity.

### **START DATE OF THE TENANCY**

The Tenancy begins on xx (the Tenancy Start Date). It is an Assured tenancy within the meaning of Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) the terms of which are set out in this agreement.

The first period of the tenancy will be from the start date to midnight of the last day of the calendar month (the First Period). Second and subsequent periods of tenancy are monthly starting on the first date of the calendar month immediately after the end of the first period.

### PAYMENTS FOR YOUR HOME

The monthly rent for **Your** Home will be inclusive of service charge. The Net Rent and the Service Charge added together at the Start Date are:

Net Rent	£ x and
Service Charge	£ x and
Personal Service Charge	£ x
Total monthly Rent	£ x (the "Rent")

Please remember the Rent **You** pay may change see clause 1.3.

The Rent is due in advance and the first payment shall be such amount as represents the Rent payable for the first period of the tenancy which will be from the start date to midnight of the last day of the calendar month (the First Period). Rent will then be due monthly in advance on the 1st of each calendar month.

**[(delete if not applicable)]** As a condition of the Tenancy, **You** must also pay the following sums:

Previous Arrears	£ x [and]
Total Arrears	£ x (the "Arrears")

The Arrears are due on the same day on which the rent is payable in instalments of £ x and are to be paid in addition to the Rent.

### SERVICES

**Bromford** will provide **You** with the following services: **(delete as applicable)**

Communal Cleaning	At £ x per month
Communal Gardening	At £ x per month
Heat and light	At £ x per month
Door entry	At £ x per month
Lifts	At £ x per month
Fire equipment	At £ x per month
Other contract services	At £ x per month
Non contract services	At £ x per month
Communal service repairs	At £ x per month
Caretaking	At £ x per month
Asset replacement (depreciation)	At £ x per month
Management charge	At £ x per month
Communal facilities	At £ x per month
Scheme based colleagues	At £ x per month
Support Related Service Charge	At £ x per month
Ineligible Service Charges	At £ x per month

which together make up the services ("the **Services**") **You** are entitled to under the Tenancy. These are the **Services** for which **You** pay a Service Charge.

**Bromford** may, after consulting with **You**, add to, increase, remove, reduce or vary the **Services** that are provided to **You**. The **Services** provided by **Bromford** can be increased, decreased, added to or removed by either:-

- (a) the written agreement of **You** and **Bromford**; or
- (b) by **Bromford**, after **Bromford** has:
  - (i) written to **You** setting out the increase, decrease, addition to or removal of the **Services** **Bromford** wishes to make;
  - (ii) given **You** a reasonable period of time to make written representations to **Bromford** about the increase, decrease, addition to or removal of the **Services**;
  - (iii) considered any written representations made by **You**; and sent a notice of variation of the **Services** to **You** setting out the changes **Bromford** is making to the **Services** provided under the terms of the Tenancy (the “**New Services**”) and stating the date on which the changes will take place. The changes will not take effect until at least one month after the notice of changes is sent to **You**.

The Service Charge shall be varied at the same time as the Rent and using the same procedure.

NOTICE is hereby given in accordance with Section 48 of the Landlord and Tenant Act 1987 that the address of **Bromford** for the receipt of legal notices and any other communication arising from this agreement is 1 Exchange Court, Brabourne Avenue, Wolverhampton Business Park, Wolverhampton, WV10 6AU.

I/We have been told to read, and understand the terms and conditions contained within the Tenancy which include the attached standard terms and conditions before signing below. I/we acknowledge the provisions concerning financial help with housing costs detailed in clause 1.9. If there is more than one tenant then each of **You** must sign.

Signed by the Tenant

Date

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Signed by the Joint Tenant

Date

--	--

Signed by and on behalf of **Bromford**

Date

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PLEASE NOTE: The information at the start of this document sets out in detail how **Bromford** expects **You** to conduct the Tenancy. Please make sure **You** have read and understand it before **You** sign this Agreement. If **You** have provided false information to get the Tenancy **You** will be in breach of the Agreement and **Bromford** may be entitled to start possession proceedings to evict **You**.

These are the terms of **Your** Tenancy Agreement. **Bromford** may, after consulting with **You**, add to; remove; reduce, or vary the terms and **services** set out in this Agreement. Please see 1.15 for more information.

**GENERAL TERMS:**

1. It is agreed:

**MAKING PAYMENTS**

1.1 **You** will pay the Rent as varied from time to time under the terms of the Tenancy in advance on the 1st of each calendar month.

1.2 If **Bromford** accepts Rent at any other time it does not mean that **Bromford** has agreed to vary the date on which the Rent is due.

### 1.3 Rent and Service Charge Increase

1.4 **Bromford** may increase the Rent on the 1st April after this Tenancy is granted and annually thereafter by giving **You** not less than one calendar month's written notice. The revised rent shall be the amount set out in the increase notice given to **You** by **Bromford**.

1.5 After the first Rent variation under this Tenancy Agreement, **Bromford** may increase the Rent annually by giving **You** not less than one calendar months' notice in writing. The revised Rent shall be the amount specified in the increase notice.

1.6 **You** must pay the reviewed Rent from the date stated in the increase notice.

### 1.7 Service of notices

1.8 Any notice which **Bromford** must serve on **You** to comply with this Tenancy will be validly served if it is addressed to **You** and delivered to **Your** Home by hand or sent to **Your** Home by letter, or emailed to **You**. **You** are responsible, if absent for any length of time, to make arrangements for the collection or forwarding of mail.

### 1.9 Financial help with housing costs

1.10 If **You** need to claim benefits to help pay **Your** rent, we will be able to tell **You** where **You** can get advice if **You** ask. It is **Your** responsibility to find out if **You** are eligible for financial help with **Your** housing costs and to make the application and supply all necessary documents **Yourself**.

1.11 **You** agree to inform all relevant agencies, such as the Department of Work and Pensions, **Your** Local Authority and the Council Tax office, that **You** are living in **Your** Home immediately on the Start Date.

### 1.12 Changes in Circumstances

1.13 If **Your** circumstances change so that **Your** entitlement to financial help with **Your** housing costs is affected, **You** must inform the relevant authority and **Bromford** immediately. **Bromford** will reclaim from **You** any overpayment which is lawfully recovered from **Bromford**.

1.14 **You** must inform **Bromford** immediately if there is any change to **Your** or any other member of **Your** households Right to Rent in the UK.

### 1.15 Changing the terms of this Tenancy

1.16 Apart from any changes in the amount of Rent, the terms of this Tenancy can be changed by either:-

- a) **You** and **Bromford's** agreement;
- b) by **Bromford**, after **Bromford** has:-
  - i. written to **You**, setting out the changes to the Tenancy **Bromford** wishes to make;
  - ii. given **You** a reasonable amount of time to make written representations to **Bromford** about the changes;
  - iii. considered any written representations made by **You**; and sent **You** a notice of variation setting out the changes **Bromford** is intending to make to the Tenancy (the "New Terms") and stating the date on which the

New Terms will take effect. The New Terms will not take effect until at least one month after the notice of variation is sent to **You**.

### 1.17 Refusing any Varied Terms of Tenancy

1.18 If **You** do not want to continue the Tenancy:

- a) with the New Terms; or
- b) with new rent increases; or
- c) with any new **Services** (the “Varied Terms of Tenancy”),

1.19 **You** have the right to end the Tenancy by writing to **Bromford** before the Varied Terms of Tenancy take effect stating:-

- a) **You** wish to end the Tenancy on or before the Varied Terms of Tenancy take effect; and
- b) The date on which the Tenancy is to end.

## 2. BROMFORD’S OBLIGATIONS: What Bromford will do

2.1 **Bromford** agrees:-

2.2 To give **You** possession of **Your** Home on the Start Date.

2.3 Not to unlawfully interrupt or interfere with **Your** right to peacefully occupy **Your** Home except where:-

- a) access is required, subject to reasonable notice, to inspect the condition of **Your** home or to carry out repairs or other works to **Your** home or adjoining properties, or
- b) **Bromford** re-enters **Your** home following a breach of **Your** covenant to live at **Your** home, or
- c) **Bromford** is entitled to possession at the end of the tenancy.

2.4 To provide **You** with such information on **Bromford**'s policies and procedures as required by the Housing Regulator guidance (or the guidance issued by any replacement body which is given the task of regulating social landlords in its place), as amended from time to time.

2.5 To comply with legislation relating to the access to, use of and disclosure of information held by **Bromford** including information held in the form of computerised data. There may be a small charge to cover administration costs.

2.6 To provide the **Services** for which **You** pay a Service Charge.

2.7 To insure the structure of **Your** Home or, where applicable, the Building (but not fixtures and fittings or **Your** personal belongings) against any risks (for example fire) **Bromford** reasonably believes it needs to.

### REPAIR AND MAINTENANCE OF STRUCTURE

2.8 That where **Bromford** has received notice from **You** that works are needed it will:

- a) keep in repair the structure and exterior of the dwelling-house (including drains, gutters and external pipes),
- b) keep in repair and proper working order the installations in the dwelling-house for the supply of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences, but not other fixtures, fittings and appliances for making use of the supply of water, gas or electricity), and Keep in repair and proper working order the installations in the dwelling-house for space heating and heating water.

2.9 However **Bromford** is not responsible for any repair or replacements needed to **Your** home if they are needed because of any neglect or damaged caused by **You**, anyone living with **You** or **Your** visitors or pets.

2.10 **You** are responsible for repairing, replacing and making good (“works”) any damage or neglect. If **You** fail to do so **Bromford** will be entitled to serve notice on **You** requiring **You** to carry out such works within a reasonable period of time. If **You** still fail to do the works **Bromford** will be entitled to do the works, and **You** will be liable to pay to **Bromford** the costs of doing so.

### REPAIR OF COMMON FACILITIES IN THE BUILDING; REPAIRING COMMUNAL ITEMS

2.11 To keep in repair all communal areas including entrances, hallways; stairways; lifts; passageways, electric lighting and rubbish chutes.

### 3.0 YOUR OBLIGATIONS: WHAT YOU AGREE TO DO:

3.1 **You** agree:-

#### POSSESSION: LIVING IN YOUR HOME

3.2 To move into **Your** Home on the Start Date and occupy **Your** Home as **Your** only or principal home and to accept it in its current state of decoration at the Start Date. Note - If there is more than one tenant at least one of **You** must occupy **Your** Home as **Your** only or principal home.

#### RENT AND OUTGOINGS

3.3 To pay the Rent and any Service Charge [and any Arrears, see page 3] monthly in advance on the 1st of the month.

3.4 To meet all other outgoings applying to **Your** Home for which **You** are responsible, including council tax, water charges, fuel and other costs.

#### INSURANCE: PROTECTING YOUR BELONGINGS

3.5 To insure **Your** furniture, personal belongings and the internal decoration of **Your** Home.

#### USE OF YOUR HOME: ABOUT HOW YOU USE YOUR HOME

3.6 To advise **Bromford** in advance in writing of a named person responsible for **Your** Home, if **You** are absent from **Your** Home for more than 28 days, and to provide **Bromford** with contact numbers for key holders in case of an emergency.

3.7 To use **Your** Home for residential purposes only and not to (nor allow **Your** visitors or any person living with **You** to), operate a business or any other commercial activity at **Your** Home or in the Building or on the Estate without obtaining **Bromford's** prior written consent which will not be unreasonably withheld.

3.8 Not to put up or display on the outside of **Your** Home, any notice, trade plate or advertisement.

3.9 Not to seek to sell or give this Tenancy away or sub-let or part with possession of the whole or any part of **Your** Home. If **You** are not living in the Home, **Your** friends and family cannot just take over **Your** Tenancy. If **You** (and any joint tenant if there is one) stop living in **Your** Home and do not intend to return, **You** will lose **Your** rights as a Tenant and **Bromford** may take legal action to repossess **Your** Home.

#### USE AND DISCLOSURE OF INFORMATION- PRIVACY STATEMENT

3.10 That **You** hereby agree **Bromford** may disclose information about **Your** Tenancy to other agencies **Bromford** works with, which include but are not limited to; Local Authorities, Social Services, Police, other social landlords and other agencies when **Bromford** believes it is in **Your** or the public’s interest to do so, or as required by law.

3.11 We will collect, process, share and securely store personal information in compliance with the Data Protection Act 1998, our Privacy Statement is available online.

#### **NUISANCE: WHAT YOU, YOUR FRIENDS AND FAMILY MUST NOT DO AND WHOSE BEHAVIOUR YOU MUST CONTROL**

3.12 Neither to do nor allow, **Your** visitors or anyone that lives with or visits **You**, to do, or threaten to do, anything which causes, or is likely to cause, or is capable of causing, a nuisance and/or annoyance to:

- a) other residents of properties in the Building (where applicable) or on the Estate; and/or
- b) anyone living in, visiting or engaging in a lawful activity in the locality and/or on the Estate; and/or
- c) any of **Bromford's** colleagues or contractors.

3.13 To be responsible for the behaviour of:

- a) any person, including children and lodgers living in and/or visiting **Your Home**; and/or
- b) any Pet **You**, or anyone living with or visiting **You** has, when they are in **Your Home** and/or in the locality and/or in the Communal Areas and/or on the Estate.

3.14 To take responsibility and attempt to sort things out with **Your** neighbours when things go wrong

#### **HARASSMENT: BULLYING, PESTERING AND UPSETTING OTHER PEOPLE**

3.15 That **You**, **Your** visitors, or anyone that lives with **You**: will not harass or threaten to harass any person for any reason, including (but not limited to) harassing someone on any of the following grounds:

- a) Race;
- b) Colour;
- c) Age;
- d) Religion;
- e) Sexual orientation;
- f) Physical and /or mental disability;
- g) Culture;
- h) Ability;
- i) Lifestyle;
- j) Sex.

3.16 That **You**, **Your** visitors or anyone that lives with **You** will not do anything which interferes with, or is likely to interfere with, the peace and comfort of, or cause offence to:-

- a) any other tenant or a member of his/her household or their visitors;
- b) an adjoining occupier;
- c) **Bromford's** colleagues or contractors;
- d) Anyone living in, visiting or engaging in a lawful activity in the locality and/or in the Building or on the Estate.

#### **ILLEGAL OR IMMORAL ACTIVITIES: BEHAVIOUR THAT IS NOT ACCEPTABLE**

3.17 That **You**, **Your** visitors or anyone living with **You**, will not use, or threaten to use, **Your Home**, the Building and/or the Estate for any illegal, immoral or unlawful activity.

3.18 Neither **You** nor anyone residing in or visiting **Your Home** may do any of the following:

- a) Possess, use, store, keep or produce drugs;
- b) Supply or offer to supply drugs to another person;
- c) Possess with the intention of supplying them to another person;
- d) Cultivate any cannabis plants.

Drugs means "any controlled" within the meaning of the Misuse of Drugs Act 1971 and regulation made with it and any Act(s) replacing it.



## **DOMESTIC ABUSE: VIOLENCE TOWARDS A MEMBER OF YOUR HOUSEHOLD OR PEOPLE WHO USED TO LIVE WITH YOU.**

3.19 That **You**, **Your** visitors or anyone that lives with **You**, shall not be, or threaten to be, violent and/or abusive towards:

- a) anyone living in **Your** Home; and/or
- b) any current or former partners; and/or
- c) their friends and/or family, who are in **Your** Home and/or in the Building and/or the locality and/or on the Estate.

## **DAMAGE TO OR NEGLECT OF YOUR HOME: NOT ALLOWING ANY DAMAGE TO WHERE YOU LIVE**

3.20 Not to, either **Yourself** or by allowing anyone else living with or visiting **You** to, interfere with security or safety equipment (such as door entry systems and closed circuit television systems) in the Communal Areas, the Building and/or on the Estate.

3.21 Not to, either **Yourself** or by allowing anyone else living with or visiting **You** to, neglect or damage, deface or put graffiti on or in **Your** Home, the Building or the Estate; and/or anything belonging to:

- a) **Bromford**; and/or
- b) any person living, visiting or carrying out a lawful activity in the Building and/or on the Estate.

3.22 To take every reasonable precaution to prevent damage to **Your** Home (including damage from frost, fire or explosive materials).

3.23 To take all reasonable precautions, as the design allows to adequately heat and ventilate **Your** home in order to help prevent mould and condensation. Where such mould and condensation may occur to take reasonable steps to wipe down and clean surfaces as required to prevent build up or damage to **Your** home or its contents.

3.24 To regularly remove refuse and rubbish from within **Your** home and to ensure that it is stored outside in proper receptacles and where appropriate to make arrangements for its prompt removal.

3.25 That if **You** breach condition 3.12 to 3.24 of this Tenancy **Bromford** shall be entitled to serve a notice on **You** telling **You** what **You** must do to put right the breach. **You** must put right the breach within whatever reasonable timescale **Bromford** sets out in the notice to a reasonable standard. If **You** do not do so **Bromford** shall be entitled to put right **Your** breach and **You** shall pay to **Bromford** on demand its reasonable costs of:

- a) Repairing or replacing any equipment referred to in clauses 3.20 to 3.24; and/or
- b) Cleaning, repairing or replacing anything referred to in clauses 3.20 to 3.24; and/or
- c) Repairing any damage to **Your** Home.

3.26 That if **You** do any works, repairs, replacements and/or cleaning in response to a notice served on **You** by **Bromford**, **Bromford** shall be entitled to inspect what **You** have done. If what **You** have done is not of a reasonable standard then **You** shall pay to **Bromford** the reasonable costs of **Bromford** bringing **Your** work up to a reasonable standard.

## **PETS: WHAT ANIMALS YOU CAN KEEP AND HOW YOU MUST LOOK AFTER THEM**

3.27 **You** must get **Bromford's** prior written consent before keeping any animal ("Pet") in **Your** Home or the Building or on the Estate.

3.28 **Bromford** may attach conditions to any consent it grants and such consent will not normally be granted unless **You**:

- a) are asking consent for a reasonable number of Pets (having regard to the size of **Your** Home, the number of occupants, and the type and size of the Pet); and/or
- b) satisfy **Bromford** as to **Your** ability and commitment to:

- i. keep a Pet without allowing them to cause a nuisance or annoyance to other people living in, visiting or engaging in a lawful activity in the Building or on the Estate; and
- ii. keep any Pet under proper control at all times; and
- iii. ensure that any Pet will not be kept in poor or unsanitary conditions, and
- iv. properly care for the pet.

3.29 If **Bromford** gives its consent to **You** keeping a Pet, it shall be entitled to:

- a) review the consent from time to time; and
- b) in its absolute discretion, withdraw its consent if it receives any complaints or there is any evidence which indicates that any conditions attached to **Bromford's** earlier consent are not being adhered to.

3.30 If consent is withdrawn **You** will remove the Pet from **Your** Home, the Building and the Estate immediately and **You** would be in breach of the Tenancy if **You** fail to do so.

### **INFLAMMABLE MATERIALS, DANGEROUS SUBSTANCES AND SAFETY MEASURES; THINGS YOU MUST NOT HAVE ON THE ESTATE AND OTHER SAFETY ISSUES**

3.31 Not to bring into, keep or use in **Your** Home or the Building and/or the Estate, any paraffin, petrol or other dangerous or containerised inflammable materials, including (but not limited to) any heating, lighting or cooking appliance containing a reservoir of liquid or gas fuel.

3.32 To take all reasonable steps to ensure that **Your** own fittings (e.g. cookers and fridges) meet current safety standards and are installed in accordance with the manufacturer's recommendations.

3.33 To ensure that **You**, anyone that lives with **You** and any of **Your** visitors do not damage, dirty or otherwise abuse any lifts in the Building or otherwise on the Estate.

3.34 To protect **Your** and other residents' safety and security by:

- a) closing external and Safety and Fire doors in and to the Building; and
- b) controlling and not lending out any key to the Building and/or the Communal Areas in **Your** possession and not sharing Door Entry Codes.

3.35 To ensure that **You** regularly test all smoke detectors in **Your** Home. Where a smoke detector is battery operated **You** must change the batteries as often as is necessary to ensure that the smoke alarm works. Where the smoke alarm is mains operated **You** must immediately report to **Bromford** any faults.

### **INTERNAL DECORATION AND OTHER MATTERS: TREATING YOUR HOME WITH RESPECT**

3.36 To keep the inside of **Your** Home in a good and clean condition and to decorate the internal parts as often as is necessary to keep it in reasonable decorative order.

3.37 To decorate those areas that **Bromford** is not responsible for decorating, and to repair those items **Bromford** is not responsible for repairing.

### **GARDEN: YOUR RESPONSIBILITY FOR YOUR GARDEN**

3.38 To:

- a) keep any garden, drive or pathway that forms part of **Your** Home, well-maintained and in a good condition; and
- b) ensure **You** do not allow rubbish, disused equipment, household items or other waste to be kept in or around the garden of **Your** Home or in Communal Areas and/or the Estate; and
- c) ensure any garden path, shed, store, greenhouse, fencing or other structures which are **Your** responsibility are kept in a good state of repair and decoration; and

- d) not remove any tree, hedge or wall without obtaining **Bromford's** prior written consent, which will not be unreasonably withheld; and
- e) ensure that any tree planted in the garden of **Your** Home or on the Estate which is **Your** responsibility is maintained and does not cause damage to any other property on the Estate; and
- f) obtain **Bromford's** consent in writing before erecting any shed, aviary, cage or similar structure in the garden of **Your** Home or on the Estate; and
- g) be responsible with any neighbour for the maintenance of any fencing between **You** and **Your** neighbours' garden(s).

3.39 That if **You** fail to maintain **Your** garden in a good condition or remove any rubbish, **Bromford** shall be entitled to serve notice on **You** requiring **You** to do such work as is necessary to put **Your** garden in a good condition and free from rubbish within a reasonable time. If **You** fail to do the garden work or remove the rubbish, **Bromford** shall be entitled to do the work, and **You** will be required to pay the costs of it to **Bromford** on demand.

#### **REPORTING DISREPAIR: TELLING BROMFORD ABOUT DISREPAIR IT HAS TO DO**

3.40 To report to **Bromford** promptly any disrepair or defect for which **Bromford** is responsible in **Your** Home, the Building or on the Estate save that **You** must report any disrepair or defect affecting a mains operated smoke alarm to **Bromford** immediately.

#### **ACCESS: WHEN YOU MUST LET BROMFORD INTO YOUR HOME**

3.41 To allow **Bromford**, its employees, agents and/or contractors: immediate access to **Your** Home in an emergency; and unless agreed otherwise with **Bromford**, on **Bromford** giving at least 48 hours' notice, access to **Your** Home even if there is no emergency to:

- a) inspect the condition of **Your** Home;
- b) conduct an annual gas, or any other necessary safety inspections;
- c) conduct a Tenancy Review;
- d) carry out repairs and/or improvements and/or any other works to **Your** Home or any adjoining homes or to the rest of the Building;
- e) carry out any of **Bromford's** obligations under this Tenancy or imposed on **Bromford** by law;
- f) provide any other **services**.

3.42 If **Bromford** agrees an appointment with **You** to carry out any of its obligations (whether under the terms of the Tenancy or imposed by law) and **You** do not allow access to **Bromford**, its employees, agents and/or contractors - **You** agree to pay to **Bromford** any costs and/or losses that **Bromford** incurs as a result of **Your** failure to allow access.

#### **OVERCROWDING**

3.43 Not to allow more than the Permitted Number of people to live at **Your** Home (see page 2).

#### **PARKING AND VEHICLES**

3.44 To park vehicles:

- a) only in designated parking spaces (where these exist); and
- b) with due care and consideration to other road users and pedestrians without obstructing the Estate and/or any roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or other parking spaces.

3.45 Not to park un-roadworthy vehicles in or on roads, garage forecourts, service roads, footpaths, greens, verges, access routes, driveways or any parking space allocated to other tenants.

3.46 Not to park caravans, motor homes, boats, trailers, lorries or similar vehicles on the Estate without **Bromford's** prior written consent and not to park such in any designated or approved parking spaces which are allocated to others.

3.47 To keep clear and tidy any parking space designated to **You**.

3.48 Not to use roadways, driveways, external communal areas or car parks owned or managed by **Bromford** for vehicle repairs except if there is an emergency such as vehicle breakdown.

3.49 To remove any un-roadworthy vehicle and/or untaxed vehicle from land owned or managed by **Bromford** (including but not limited to **Your** Home and/or the Estate) within 7 days of **Bromford** informing **You** that **You** must remove the vehicle.

#### COMMUNAL AREAS

3.50 Not to obstruct or keep or leave rubbish, dangerous materials or any other belongings including (but not limited to) carpets, mats, plants or ornaments, or anything which could constitute a trip or fire safety hazard in or on any Communal Areas and/or on the Estate.

3.51 If this term of the Tenancy is breached **Bromford** shall be entitled to remove and dispose of any such rubbish, dangerous material or belongings and **You** shall pay the costs of doing so to **Bromford** on demand.

#### MOVING OUT

3.52 That on or before the date on which the Tenancy ends:

- a) **You** will move out and not leave anyone else living in **Your** Home;
- b) **You** will return the keys to **Your** Home (and where applicable all the window keys and door entry tokens) to **Bromford** on or before the day that the Tenancy expires;
- c) **You** will leave the Home, Garden and **Bromford's** fixtures and fittings, in clean and good condition and repair;
- d) **You** will remove all furniture, personal possessions (including but not limited to fitted carpets and curtains that belong to **You**) and rubbish. If personal possessions are left behind **Bromford** may pursue legal remedies for civil trespass as well as breach of the Tenancy.

3.53 That if **You** breach clause 3.52 of the Tenancy **You** hereby authorise **Bromford** to remove and dispose of any items left in **Your** Home and agree that **You** will pay **Bromford** its costs of doing so.

3.54 **Bromford** is not responsible for anything left in **Your** Home after the Tenancy comes to an end.

#### 4. YOUR RIGHTS AND SECURITY OF TENURE

4.1 **You** have the following rights:-

##### RIGHT TO OCCUPY

4.2 **You** have the right to occupy **Your** Home subject to the terms of the Tenancy, without unlawful interruption or interference from **Bromford** for the duration of the Tenancy (except for the obligation in the Tenancy to give access to **Bromford's** employees or contractors).

4.3 During the term of the Tenancy **You** shall remain an assured tenant so long as **You** occupy the premises as **Your** only or principal home.

##### RIGHT TO MAKE IMPROVEMENTS; WORK YOU CAN DO TO YOUR HOME

4.4 **You** may make improvements, alterations and additions to **Your** Home at **Your** own cost as long as **You** obtain **Bromford** 's prior written consent, which will not be unreasonably withheld and all other necessary approvals (for example, planning permissions or building regulations approval). **Bromford** may attach conditions when giving consent.

#### **RIGHT TO CONSULTATION: WHEN YOUR VIEWS HAVE TO BE CONSIDERED**

4.5 **Bromford** will consult **You** before making changes in matters of housing management or maintenance which are likely to have a substantial effect on **You**.

#### **RIGHT TO INFORMATION: INFORMATION BROMFORD MUST GIVE YOU**

4.6 **You** have a right to information from **Bromford** about:

- a) The terms of the Tenancy;
- b) **Bromford**'s repairing obligations;
- c) **Bromford**'s policies and procedures on tenant's consultation;
- d) Housing allocation and transfers;
- e) Equal opportunities;
- f) Principles for fixing rents,
- g) Information about **Bromford**'s performance as required by the Housing Regulator.

#### **RIGHT OF SUCCESSION**

4.7 On the death of a sole Tenant who is not a Successor, the Tenancy shall pass to the Tenant's spouse, civil partner, or other partner provided that he or she occupies the Premises as his or her only or principal home at the time of the Tenant's death. A Successor is:

- (a) a Tenant by survivorship when one of two or more joint Tenants has died; or
- (b) a partner in whom the Tenancy was vested under this clause; or
- (c) a person that would have been entitled to succeed had the previous Tenant died and to whom the Tenancy was assigned to under clause 5.1.

#### **RIGHT TO EXCHANGE: HOW TO SWAP YOUR TENANCY WITH SOMEONE ELSE**

4.8 **You** have the right to exchange the Tenancy with that of another tenant of a registered housing association or a local authority subject to obtaining **Bromford**'s prior written consent. Such an exchange shall be effected by mutual assignment of the tenancies or by surrender and regrant of each tenancy in accordance with the relevant legal and regulatory provisions.

4.9 **Bromford** will aim to decide each application individually and judge such application on their own merit.

#### **GENERALLY**

4.10 **You** agree that notices (including notices of legal proceedings) may be served on **You** by **Bromford** either personally or by posting them to or leaving them at **Your** Home or (if different) **Your** last known address, or by emailing them to **You** at **Your** last known email address.

4.11 All references in this Tenancy to legislation are deemed to include references to those provisions as amended varied replaced or re-enacted from time to time.

4.12 Notices, including notices in legal proceedings, can be served on **Bromford** at its registered address: 1 Exchange Court, Brabourne Avenue, Wolverhampton Business Park, Wolverhampton, WV10 6AU.

#### **ENDING THIS AGREEMENT**

4.13 To:

- a) give **Bromford** at least one calendar months signed notice in writing that **You** want to end the Tenancy; and upon having given **You** reasonable notice;
- b) allow **Bromford** to inspect **Your** Home before the notice period ends; and
- c) allow **Bromford** to carry out viewings during **Your** notice period.

4.14 If **You** leave **Your** Home without giving or before the expiry of the one calendar months' notice period, **You** agree to pay the Rent as if **You** have given one calendar months' notice or up to the expiry of any notice given, whichever is the later.

4.15 To give **Bromford** vacant possession at the end of the Tenancy. We refer **You** to clauses 3.52 to 3.54.

4.16 **Bromford** prefers **You** to give notice by using a notice to quit form which is available on request. If **You** are a joint tenant, a Notice to Quit signed by one tenant will end the Tenancy even if the other tenant objects. **Bromford** may consider granting the remaining person a new tenancy but is not obliged to do so.

## **PART 2: SECURITY OF TENURE AND OTHER TERMS WHICH APPLY**

5. **You** agree:

### **ASSIGNMENT**

5.1 **You** will not assign the Tenancy except under a court order or with the written consent of **Bromford** when exercising the right to exchange as set out in clause 4.8 or assigning the Tenancy to someone that would qualify under clause 4.7 to succeed to the Tenancy on **Your** death.

### **RIGHT TO TAKE IN LODGERS: WHO YOU CAN SHARE YOUR HOME WITH**

5.2 **You** will not sub-let or part with the possession of the whole or any part of **Your** Home. **You** may take in a lodger with the prior written consent from **Bromford** which will not be unreasonably withheld. The lodger must have the 'Right to Rent' in the UK and the taking in of a lodger must not result in the number of persons living in **Your** Home to exceed the Permitted Number.

### **IMPROVEMENTS: DOING IMPROVEMENT WORK TO YOUR HOME**

5.3 **You** will not make any improvements, alterations or additions to **Your** Home or erect any structure, shed or temporary building or fencing without first obtaining prior written consent from **Bromford**, which will not be unreasonably withheld.

### **YOUR SECURITY OF TENURE: YOUR RIGHT TO STAY IN YOUR HOME AND BROMFORD'S RIGHT TO OBTAIN POSSESSION FROM YOU**

5.4 **You** have security of tenure as an assured tenant as long as **You** live in **Your** Home as **Your** only or principal home. **Bromford** can ask for a court order to end **Your** Tenancy relying on one of the grounds listed in Schedule 2 to the Housing Act 1988 (as amended from time to time) a copy of the full list of the Grounds can be obtained from **Bromford**).

### **END OF ASSURED TENANCY**

5.5 If this Tenancy stops being an assured tenancy (because for example **You** stop living in **Your** Home as **Your** only or principal home or **You** sub-let the whole of **Your** Home), **Bromford** may end this Tenancy by giving **You** one calendar months' notice to quit in writing.

### **INJUNCTIONS: COURT ORDERS TO STOP YOU BREACHING THIS TENANCY**

5.6 **Bromford** can ask the court for an injunction to order **You** to keep to, or order **You** to stop breaching, **Your** obligations under the Tenancy. **Bromford** may also ask the court for an injunction to stop anti-social behaviour or to exclude **You** from **Your** Home. This may be in addition to or as an alternative to any possession proceedings.

#### **IF YOU THINK BROMFORD HAS FAILED TO KEEP TO ITS PART OF THIS TENANCY**

5.7 If **You** think **Bromford** has not done something it has agreed to do in this Tenancy, **You** can first make a complaint to **Bromford** using its complaints procedure. A copy of **Bromford's** Complaints Procedure is available on request.

5.8 If at the end of **Bromford's** complaint procedure **You** are not satisfied with how **Bromford** dealt with **Your** complaint, **You** can then complain to the Housing Ombudsman. **You** can also get advice from a Citizens Advice Bureau, housing advice centre, law centre or solicitor.

SAMPLE