

Farrell House, Arlington Way,  
DurhamGate, Spennymoor,  
Co. Durham DL16 6NL

 [livin.co.uk](http://livin.co.uk)

 [contactus@Livin.co.uk](mailto:contactus@Livin.co.uk)

 0800 587 4538

 [wearelivin](https://www.facebook.com/wearelivin)

 [@weare\\_livin](https://twitter.com/weare_livin)



Download the My Livin  
app today. Just search  
Livin in your app store or  
scan the QR code...

 Download on the  
App Store

 GET IT ON  
Google Play



Please let us know if you need additional support to read this document.

We can provide this document in over 250 languages. Our most common are:

العربية (Arabic) Български (Bulgarian) Hrvatski (Croatian) čeština (Czech) فarsi (Farsi)  
Magyar (Hungarian) polski (Polish) Português (Portuguese) Română (Romanian)  
Español (Spanish) Український (Ukrainian)

Request this document in an alternative format:



Call us on 0800 587 4538  
email us on [contactus@livin.co.uk](mailto:contactus@livin.co.uk) or  
Live Chat with us at [www.livin.co.uk](http://www.livin.co.uk)



Livin

Rent to Buy fixed  
term tenancy  
agreement  
(Assured (Shorthold)  
Tenancy Agreement)

Livin

SAMPLE

Rent to Buy fixed term tenancy agreement (Assured (Shorthold) Tenancy Agreement)

This fixed term Rent to Buy tenancy has been granted to you at a below market rent, so you can save for a deposit, in order to be able to apply to purchase your home when you have accumulated 5 years of tenancy.

You may apply to buy your home at the end of the fixed term. Your application will be considered in line with our Rent to Buy policy, and we will inform you in writing as to whether or not we consent to the purchase (we will act reasonably in doing this). If we refuse, we will inform you of our reasons. Details of our Rent to Buy policy (as updated from time to time) can be obtained from us.

Your right to apply to buy your home under the Rent to Buy scheme only extends to the property let to you in this tenancy agreement. It is not transferable to any other person or property. This means, for example, that you have not been granted a right to exchange, and that if you move home to a property which is not a comparable low cost home ownership property, you may lose your below market rent, and ability to apply to purchase your home.

This tenancy agreement is between:

**Our name and address** Livin Housing Limited ('we' 'us' or 'our') of Farrell House, Arlington Way, DurhamGate, Spennymoor, Co. Durham, DL16 6NL

We are registered with the regulator of social housing under the Housing and Regeneration Act 2008 and we are a charitable registered society under the Co-operative and Community Benefit Societies Act 2014

**Name of Tenant/s**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

('the Tenant' or 'you') (In the case of joint tenants, the term 'Tenant' or 'you' applies to each of you and the names of all joint tenants should be written above. Each Tenant individually has the full responsibilities and rights set out in this tenancy agreement.)

**Address**

in respect of \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ('your home')

SAMPLE

**Description of your home** which comprises

---

Private Garden  
 Garden  
 Other (Please State)

---

**Charitable status** The home that is the subject of this tenancy is held by an exempt charity.

---

**Payments for your home** The weekly payments for your home at the start of this tenancy are:

**Rent** £ \_\_\_\_\_ per week

---

**Other charges** You will receive the services below where completed:

1	_____	£	_____
2	_____	£	_____
3	_____	£	_____
4	_____	£	_____

---

**Water and sewerage service charge** £ \_\_\_\_\_

---

**Total weekly payment** £ \_\_\_\_\_

---

**Initial period** If this tenancy starts on a day other than a Monday, the portion of the total weekly payment due from you from the start of this tenancy up to and including the first Sunday of this tenancy is £ \_\_\_\_\_

---

**The tenancy** This tenancy is granted for a term of 1 years (the Term) and starts on \_\_\_\_\_

It is an assured shorthold tenancy within the meaning of section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) tenancy the terms of which are set out in this tenancy agreement.

If the Tenant continues to live in the Property after the expiry of the fixed term and no further tenancy

has been entered into by the parties, then from the expiry of the fixed term the Tenant shall occupy the Property under a statutory periodic tenancy in accordance with section 5(2) of the Housing Act 1988.

**Signatories**

Signed on behalf of the landlord \_\_\_\_\_

I/we have been given an opportunity to read the terms and conditions of this tenancy agreement.

I/we understand that I/we should not sign it unless I/we are prepared to agree to keep to the terms and conditions.

Signed by the Tenant/s

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other Household Occupants (who for the avoidance of doubt are not tenants)**

Household Member 1 \_\_\_\_\_

Household Member 2 \_\_\_\_\_

Household Member 3 \_\_\_\_\_

Household Member 4 \_\_\_\_\_

Household Member 5 \_\_\_\_\_

The tenant must not allow any other adults to live at the property without the written consent of the Landlord, which must not be unreasonably withheld or delayed. If this is a joint tenancy, each Tenant should sign.

Date \_\_\_\_\_

We are subject to any guidance on housing management practice issued by the regulator of social housing with the approval of the Secretary of State and this tenancy is one to which that guidance applies.

SAMPLE

SAMPLE

---

## Equality and Diversity

We want Livin to be an organisation where no-one experiences discrimination or disadvantage because of race, nationality, ethnic or national origin, religion or belief, gender, marital status, sexuality, disability, age or any other unjustifiable reason.

We want all our staff and customers to feel safe from harassment and to be able to access high quality services designed to respond to their individual diverse needs.

We are determined to meet our legal duties relating to equality and are committed to reducing disadvantage, discrimination and inequality of opportunity. However, beyond these our aim is to make Livin a landlord which treats everyone as an equal citizen, in the light of their different needs and where the diversity of our community is recognised, supported and valued. To do this we have set in place a planning, monitoring and review structure to address the equality and diversity agenda, channelled through our Equality Policy.

---

## Data Protection Privacy Notice

### Fair processing

In accordance with relevant data protection legislation, Livin is committed to protecting your rights and privacy when you use our services. Livin Housing Limited is registered as a data controller with the Information Commissioner's Office.

---

### What information do we collect about you and why?

To provide you with the service you require, we need to collect, store and use your personal information.

We will hold information about you such as

- Name, postal address and contact information including email address
- Personal and household information, including that relating to rent payments and repairs
- Information relevant to customer surveys and/or offers
- Communications with you, which may include copies of emails and letters and recordings of telephone calls

We may also hold sensitive personal information relating to your health, special needs or alleged or actual criminal offences, if relevant.

When you provide us with information, you will be told what we will use it for and who we will share it with. We may also receive personal information about you from local authorities, benefits authorities and government bodies, including information about applicants for housing from Durham Key Options.

### What do we do with your information?

Your information will be shared with our own staff and with our subcontractors, to the extent that is necessary for the staff member or subcontractor to provide you with the service you require or for other closely related purposes. These will include:

- To manage your tenancy, assess your compliance with your tenancy agreement and manage and maintain your Livin property
- To contact you about a submission you have made to the website
- To analyse and improve our services
- For other legitimate business purposes
- We may periodically send promotional emails about new products, special offers or other information which we think you may find interesting using the email address you have provided
- From time to time, we may also use your information to contact you for market research purposes, e.g. to obtain feedback about the service you have received.

You may opt out of receiving marketing and other information, such as surveys from us or our partners, at any time by contacting us.

### How long will we keep your information?

We will keep your information for as long as necessary to provide the relevant service and in accordance with our retention and disposal guidelines. We normally retain data for seven years after the end of a tenancy and will retain some basic information (including name and length of tenancy) indefinitely.

### How can you find out what information we hold about you?

Under data protection legislation you have a right of access to personal data held on you, subject to certain legal restrictions. This is called a subject access request. If you want to see the information we hold on you or wish to request a copy, please contact the customer service centre on [contactus@lavin.co.uk](mailto:contactus@lavin.co.uk).

If you identify that we are holding information about you that is wrong, you should tell us and we may correct it or put a note on the file.

### Who will your information be shared with?

We may share your personal information with other agencies or organisations where appropriate. Such as, but not limited to: subcontractors, government agencies and departments, police, local authorities, social services, managing agents, contractors (including our market research contractor), utility companies, commissioners, tracing agents and debt collection companies, credit reference agencies and with other bodies for the prevention and detection of fraud. When we share information, we do our best to ensure it is kept secure and used properly. We will not transfer your personal information outside the European Union.

We do not share your personal information with third parties without your consent, unless it is for a legitimate business reason, as required by law or other legal processes, or with a secure contractor who carries out data processing operations on our behalf. We never sell your personal information. We may from time to time update or amend our privacy notice and associated policies or inform you of any changes in the way we use your personal data.





## Contents

Condition 1: Definitions	9
Condition 2: Introduction	10
Condition 3: Your rights	11
Condition 4: Our responsibilities	13
Condition 5: Repairs and maintenance – your responsibilities	15
Condition 6: Rent and other payments – your responsibilities	17
Condition 7: Your general responsibilities – living in your home	19
Condition 8: Your general responsibilities – living in your community	23
Condition 9: Moving home – your responsibilities	25
Condition 10: Enforcement of your tenancy	27
Condition 11: Cessation of Assured Shorthold Tenancy	28
Condition 12: Service of notices and requesting our written consent	28

## Condition 1 - Definitions

### 1.0 Definitions

**Landlord** – A reference in this agreement to the landlord includes a reference to the person who is entitled to the immediate reversion to the Tenancy and anyone who becomes entitled, by law, to receive the rent payable under this Tenancy.

**Animal** – includes bird, insect, reptile, spider, fish or mammal.

**Anti-social behaviour** – an act or failure to do something that causes or is likely to cause nuisance, annoyance, harassment, alarm or distress to anyone.

**Assignment** – where a tenancy is legally transferred from the original tenant to another person and the original tenant 'drops out'. The rights and responsibilities of the tenancy move across to apply to the new tenant rather than the original tenant. See condition 7.1.2.

**Communal areas** – the parts of the building which all tenants or any other person can use, for example, halls, stairways, entrances, landings, communal gardens, lawns and landscaped areas.

**Fixtures and fittings** – for example kitchen units and appliances, sanitary ware, plumbing and shower and heating systems, electrical circuits, sockets, switches, lamp holders, doors, locks, glazing, fitted wardrobes and shelves, fires and surrounds, aerials, sheds, conservatories and garages.

**Garden** – can include lawns, hedges, flowerbeds, trees, shrubs, outside walls, fences, paths and yards.

**Improvement** – any alteration or addition to your home.

**Lodger** – a person who pays you money to let them live in your home with you.

**Neighbour** – includes everyone living in the local area, including other tenants, people who own their own homes and local businesses.

**Partner** – husband, wife, partners who live as husband and wife, or partners in a same sex relationship.

**Property** – a reference in this agreement to the property refers to all that which is detailed in the description of the property.

**Regulator of social housing** – the Homes and Communities Agency or any successor body

**Relative** – parent, child, grandparent, grandchild, brother, sister, uncle, aunt, nephew, niece, step-relative and adopted child.

**Rent** – payment made by a tenant for occupation of the property.

**Sublet** – giving another person the exclusive right to live in part of your home.

**Sheltered accommodation** – housing which is purpose built or converted exclusively for rent to elderly people with a package of estate management services and which consists of grouped, self-contained accommodation with an emergency alarm system, usually with communal facilities.

## Condition 2 - Introduction

**Vehicle** – this includes, for example, car, motorbike, bike, moped, boat, caravan, van, minibike, trailer, mobility scooter.

**Visitor** – people not living with you but who come to see you at your home.

**Written permission** – a letter from us giving you the permission to do something.

**2.1** This agreement is the document you sign when you become a tenant and is a legally binding contract between us recording information such as your name, the date you become our tenant and the initial rent.

**2.2** It describes your rights and responsibilities as the tenant and the rights and responsibilities of us as your landlord. You must read this agreement in full before you sign. Further information is provided in the Livin home guide (available at [homeguide.livin.co.uk](http://homeguide.livin.co.uk)), although please note that the Livin home guide does not form part of these tenancy terms.

**2.3** If this is a joint tenancy each joint tenant must comply with the obligations under this agreement and is responsible for the acts and conduct of all other joint tenants, members of their household or visitors to your home.

**2.4** You can keep your home for as long as you want unless there is a legal reason why we can take it back. We can only take back your home with the approval of the court.

**2.5** If we take enforcement action against you due to anti-social behaviour, non-payment of rent or any other reason, this could lead not only to the loss of your home but may also make you ineligible to obtain accommodation from us in the future, even if you become homeless.

**2.6** We may seek to recover possession of your home if you have obtained your tenancy by providing misleading information.

**2.7** Except for any changes in rent, other charges or services, this tenancy agreement may be altered only with the written consent of both you and us.

**2.8** A reference in this document to any Act of Parliament, or to any order, regulation, statutory instrument or the like, shall be deemed to include a reference to any amendment, re-enactment, consolidation, variation, replacement or extension of the same respectively from time to time and for the time being in force.

## Condition 3 - Your Rights

### 3.1 Right to occupy

**3.1.1** You have the right to occupy your home without interruption or interference from us for the duration of this tenancy (except for the obligation contained in this tenancy agreement to give access to our employees or contractors).

**3.1.2** Your right to occupy your home is at risk if you do not comply with the terms of this tenancy agreement or have proper respect for the rights of other tenants and other persons in the neighbourhood.

**3.1.3** You are not entitled to (and will not become entitled to) any right of light or air or other right, which would affect the use or development of other property in the area.

### 3.2 Succession

**3.2.1** If you die, certain people, who are specified in condition 3.2.1, may succeed to this tenancy. This condition 3.2 will not apply if you have already succeeded to this tenancy (either under condition 3.2 in this tenancy or similar succession conditions in a previous tenancy which we granted).

**3.2.2** We will normally only allow one succession.



### 3.2.3

People entitled to succeed to this tenancy

(a) If you are a joint tenant and you die then the tenancy may continue in the name of the remaining tenant.

(b) If you are not a joint tenant and you die, the tenancy may pass to your wife, husband, civil partner or partner (this includes same sex couples) provided he or she lived with you in your home as their principal or only home at the time of your death.

## 3.3 Right to take in lodgers and sub-let part of your home

### 3.3.1

You may not take in any persons as lodgers unless you have our prior written consent. You must not grant a sub-tenancy or exceed the number of people allowed to live in your home.

### 3.3.2

You may not sublet part of your home unless you have our prior written consent, which we may give subject to reasonable conditions. You must not grant a sub-tenancy of the whole of your home.

## 3.4 Right to make improvements

You must not make any addition or alteration to the Property (including putting up a television aerial or satellite dish, external decoration, additions or alterations to our installations, fixtures and

fittings, conservatories, garages, outbuildings, sheds, greenhouses, garden pools, walls, fences, surveillance equipment, driveways or car hard standings) or redecorate your home (or any part of it) without our prior written consent.

We will not unreasonably withhold our consent but may make it conditional upon the works being carried out to a certain standard. Failure to seek our consent or to comply with our conditions shall be a breach of your obligations under this tenancy.

## 3.5 Right to consultation

We will consult you, on matters affecting your home and your tenancy, before making changes in matters of housing management or maintenance which are likely to have a substantial effect on your tenancy.

## 3.6 Right to information

### 3.6.1

You have a right to information from us about the terms of this tenancy and about our repairing obligations, our policies and procedures on tenant consultation, housing allocation and transfers, and our performance as a landlord.

### 3.6.2

We will provide you with information on our housing management policies as required by the guidance issued by the regulator of social housing under the provisions of Section 193 of the Housing and Regeneration Act 2008.

### 3.6.3

You have a right to see the information we keep on file about you or your home if you ask to see it. Information will be made available at reasonable times and reasonable charges may be made for copies. The information you are able to see will be subject to data protection rules so for example, you will not be able to see information we receive from others in confidence.

## 4. Our responsibilities

### 4.1 Possession

We will give you possession of your home at the start of the tenancy and will not interrupt or interfere with your right peacefully to occupy your home except where:

#### 4.1.1

access is required, subject to reasonable notice, in accordance with clauses 5.6 and 9.1; or

#### 4.1.2

we are entitled to possession at the end of the tenancy.

### 4.2 Insurance

We will insure the structure (but not the contents) of your home.

### 4.3 Repair of structure and exterior

We will keep in repair the structure and exterior of your home including:

#### 4.3.1

drains, gutters and external pipes;

#### 4.3.2

the roof;

#### 4.3.3

outside walls, outside doors, windowsills, window catches, sash cords and window frames, including necessary external painting and decorating;

#### 4.3.4

internal walls, floors and ceilings, door frames and skirting boards but not including internal painting and decoration;

#### 4.3.5

chimneys, chimney stacks and flues but not including sweeping;

#### 4.3.6

pathways, steps or other means of access;

#### 4.3.7

plasterwork;

#### 4.3.8

integral garages and stores;

#### 4.3.9

boundary walls and fences.

### 4.4 Repair of installations

We will keep in repair and proper working order any installation provided by us for space heating, water heating and sanitation and for the supply of water, gas and electricity, including:

#### 4.4.1

basins, sinks, baths, toilets, showers installed by us (or the Council), flushing systems and water pipes;

#### 4.4.2

electric wiring including sockets and switches, gas pipes and water pipes;

#### 4.4.3

water heaters, fireplaces, fitted fires and central heating installations.

### 4.5 Repair of communal areas

We will take reasonable care to keep the common entrance, halls, stairways, lifts, passageways, rubbish chutes and any other communal areas, including their electric lighting, in reasonable repair and fit for use by you and other occupiers of and visitors to your home.

### 4.6 Moving home for repairs

If we intend to repair, improve or develop your home you may, if necessary, be moved to alternative accommodation either temporarily or permanently. We will offer suitable alternative accommodation. You will be consulted about any proposal which will involve you having to move to another home.

### 4.7 Complaints

#### 4.7.1

We will establish a procedure for dealing with complaints raised by you on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of the regulator of social housing as laid down from time to time. We shall provide you with details of the scheme at the beginning of the tenancy and inform you of any changes.

#### 4.7.2

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Independent Housing Ombudsman through the appropriate channels.

## 5. Repairs and Maintenance – Your Responsibilities

### 5.1 Decoration

#### 5.1.1

You must keep the interior of your home in good and clean condition and to decorate all internal parts of your home as often as is necessary to keep them in good decorative order.

#### 5.1.2

You must not decorate the outside of your home unless we have first given you our written consent. There is no charge for seeking this consent.

### 5.2 Gas and Electrical works

#### 5.2.1

You must obtain our written consent before you carry out any gas or electrical work at your home. There is no charge for seeking this consent. Any gas or electrical work must be carried out by a qualified and competent contractor and may be inspected by us.

#### 5.2.2

You must ensure that your electrical and gas appliances (if any) are:

- kept in good condition and proper working order, and
- inspected regularly by a properly qualified engineer (as appropriate), and
- repaired promptly by a properly qualified engineer if a fault occurs (or removed from your home and disposed of appropriately), and

#### 5.2.3

You agree to provide us with proof of any inspections and/or repairs, and of who undertook them, as we may reasonably request.

### 5.3 Damage

#### 5.3.1

You must make good any damage to your home or our fixtures and fittings or to the communal areas caused by you or any member of your household or any visitor to your home, fair wear and tear excepted, and you must pay any reasonable costs reasonably incurred by us in carrying out such works in default.

#### 5.3.2

You are responsible for plumbing in washing machines and dishwashers and must repair any damage caused to our pipe work.

#### 5.3.3

You are responsible for the cost of any repairs required following entry by the police to detect or prevent crime.

### 5.4 Reporting disrepair

#### 5.4.1

You should report to us promptly any disrepair or defect for which we are responsible in your home or the communal areas.



#### 5.4.2

If arrangements have been made for us to come to your home to carry out a repair you should keep the appointment. If due to unexpected circumstances you cannot keep the appointment then you must advise us at the earliest opportunity, so that alternative arrangements can be made. If you miss more than 3 appointments, and you have not given us reasonable notice that you wish to cancel the appointment, we may require that you pay a call-out charge.

### 5.5 Building management (for homes in blocks)

You must abide by:

#### 5.5.1

any rules or regulations in place at the building in which your home is located when this tenancy is granted, and

#### 5.5.2

any building rules and regulations which we introduce for the better management of the building or tenancies and which we notify to you, and

#### 5.5.3

any reasonable instructions you receive from us relating to health and safety matters in the building.

### 5.6 Access

#### 5.6.1

You must allow our employees, contractors or agents acting on our behalf access to your home at reasonable times and subject to reasonable notice in order to:

(a) inspect the condition of your home or any installations or to carry out repairs or other works to your home or adjoining property.

(b) carry out an annual gas service. If you do not then appropriate legal proceedings will be taken against you in either the County or Magistrates Court to enable the service to take place.

(c) carry out a home fire safety check, install and service smoke detectors and any other fire prevention equipment or materials that are necessary.

(d) carry out periodic electrical safety checks when required.

#### 5.6.2

We will normally give at least 24 hours' notice but more immediate access may be required in an emergency.

## 6. Rent and Other Payments—Your Responsibilities

### 6.1 Payments for your home

#### 6.1.1

You must pay the rent and any other charges. The weekly rent for your home at the start of the tenancy is set out on page 3. We will provide you with rent statements on request.

#### 6.1.2

The payment of rent is due in advance on the Monday of each week.

#### 6.1.3

In the event one joint tenant fails to make any payment due then we are entitled to full payment of such sum from the other joint tenant / joint tenants individually.

#### 6.1.4

If at any time you owe us any money then we may deduct this from any money we owe you.

#### 6.1.5

The rent year will be 52 or 53 weeks and we will collect rent, service and other charges due under this tenancy over 52 or 53 weeks.

#### 6.1.6

You must contact us immediately if you have any difficulties in paying your rent or any other payments.

### 6.2 Water and sewerage charge (where applicable)

#### 6.2.1

You agree to pay a water charge or water and sewerage charge to us if we have entered into an arrangement with the water provider (and for so long as such arrangement is subsisting) to collect these charges from you on behalf of the water provider.

#### 6.2.2

The water charge or water and sewerage charge which applies to your home at the start of the tenancy (if any), is entered against the water and sewerage charge entry on page 3 of this tenancy agreement.

#### 6.2.3

We may, at any time, and upon giving you one calendar month's notice in writing, require you to:

- pay us a water charge or water and sewerage charge in accordance with condition 6.2.1 above; and/or
- vary a water charge or water and sewerage charge to reflect the revised charge notified to us by the water provider such notice, in both cases, to state the amount payable.

### 6.3 Payment of arrears

If you have any rent arrears or any other charges due when this tenancy is granted you agree to pay off those arrears by the weekly instalments shown on page 3. If you do not make the payments, we may start court proceedings to end this tenancy.

## 6.4 Services

### 6.4.1

We shall provide the services set out on page 3.

### 6.4.2

We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or introduce new services.

## 6.5 Changes in rent

### 6.5.1

We may increase the rent from the first Monday in April after this tenancy is granted by giving you not less than one calendar month's notice in writing. The revised rent shall be the amount set out in a rent increase notice given to you by us.

### 6.5.2

After the first rent variation under this tenancy agreement we may increase or decrease the rent annually by giving you not less than one calendar month's notice in writing. The notice will specify the rent proposed.

## 6.6 Help with your tenancy (where applicable)

Where a support provider provides you with support services, then you shall be responsible for entering into a separate agreement with that service provider with respect to the provision of those services and to pay for that support in accordance with that separate agreement and in addition to any rent which is payable in accordance with this agreement. Support services for the purposes of this condition shall include the provision of general counselling and support in relation to all or any of the following:

- Maintaining the security of your home
- Maintaining the safety of your home
- Maintaining or complying with the standard of conduct required
- Paying the rent
- Maintaining your home in an appropriate condition
- Giving up the tenancy at the appropriate time
- Contact with others to ensure your welfare
- Other support services (excluding personal care).

## 6.7 Outgoings

You must meet all outgoings applying to your home including water charges and electricity and other costs whether metered or billed.

## 7. Your General Responsibilities - Living in Your Home

### 7.1 Moving in, periods away and assignment

#### 7.1.1

You must use this home as your only or principal home and must move into it within 28 days of the start of the tenancy. You must not part with possession of your home or sub-let the whole of it.

#### 7.1.2

You must not assign the tenancy except in furtherance of a court order.

#### 7.1.3

If you intend to leave your home for more than 28 days you must inform us and ensure your rent and other charges will be paid while you are away.

#### 7.1.4

You must ensure your home will be looked after and secure while you are away and you must provide us with your contact details or of someone else in the local area who can deal with any emergency on your behalf.

### 7.2 Residential use

You must not run a business or trade from your home, garage or garden without first obtaining our written consent, which will not be unreasonably withheld. There is no charge for this consent.

### 7.3 Insurance

We are not responsible for the contents of your home. If you wish to, you must take out insurance for your home contents.

### 7.4 Decoration and hygiene

The tenant must take reasonable steps to:

#### 7.4.1

Keep the property adequately ventilated and heated so as to prevent damage from condensation; and

#### 7.4.2

Prevent frost damage occurring to any pipes or other installations in the property, provided the pipes and other installations were adequately insulated at the start of the tenancy.

#### 7.4.3

Keep your home in a good state of internal decoration and cleanliness and keep outbuildings and passageways in a clean and tidy condition.

#### 7.4.4

Promptly replace and pay for any broken glass in windows at the property where you, any member of your household or any of your visitors cause breakage.



#### 7.4.5

Keep any furniture, appliances, carpets or curtains provided by us in good condition and must not remove them. If you breach this condition we will charge you for any repairs or replacement.

#### 7.4.6

Dispose of your rubbish properly in line with the Council's requirements. This includes any bulky or unusual items.

#### 7.4.7

Put your wheelie bin and recycling containers out only on the day of collection and replace them within the boundary of your home as soon as possible after the rubbish has been collected.

#### 7.4.8

Be responsible for the treatment and control of infestations of rats, cockroaches and other vermin or pests. In the event that we have to take action to address an infestation, pest or vermin problem in your home or you ask us to take action for this type of problem, you may be charged for this.

### 7.5 Gardens

#### 7.5.1

You must keep any grass or lawns cut and in good condition. Hedges must be clipped and kept to a maximum height of 1.8m (six feet) at the back of your home and 1.2m (four feet) at the front and trees must be kept tidy and not allowed to become a nuisance to neighbours or adjoining land.

#### 7.5.2

You must keep your garden tidy and free from rubbish and debris otherwise we may clear it and charge you for this.

#### 7.5.3

You must obtain our written consent before you put up or take down any fence or wall. There is no charge for seeking this consent. Any fence or wall erected becomes our property and must not be removed.

#### 7.5.4

You must keep all gullies, entrances to drains, external airbricks and vents clear and free from obstruction.

#### 7.5.5

You must not allow any oils or other harmful substance to enter the gullies or drains or seep onto neighbouring property or highways or contaminate your home.

### 7.6 Communal areas

**7.6.1** You must keep any communal areas free from obstruction. You must co-operate with us in keeping any communal areas clean and tidy.

#### 7.6.2

You must co-operate fully with any measures taken by us to protect the security of your home and you must keep all communal doors closed.

#### 7.6.3

You must not do anything to or on the property or any common parts, which may be reasonably be considered a nuisance or annoyance to the occupiers of neighbouring properties.

### 7.7 Pets

#### 7.7.1

You may keep domestic pets at your home. This means dogs, cats, caged birds, fish or small mammals. You must obtain our written consent before keeping any other animal at your home.

#### 7.7.2

You must ensure that you can look after the type and quantity of pets you have at your home and that they do not cause nuisance and annoyance to others.

#### 7.7.3

If your home is in sheltered accommodation you must not keep cats or dogs (except for a registered guide dog or registered hearing dog).

#### 7.7.4

Your pets must not cause a nuisance or annoyance to anyone in the local area including any of our employees.

#### 7.7.5

You must ensure your pet does not foul communal areas or neighbours' gardens. You must remove any fouling from your garden and dispose of it properly.

### 7.8 Vehicles and access

#### 7.8.1

You can only park a vehicle within the boundaries of your home if there is a garage, driveway or car hard standing and there is an appropriate dropped kerb entrance.

#### 7.8.2

You must obtain our written consent before building a garage, car hard-standing or driveway. There may be a charge for any associated planning and building regulation application.

#### 7.8.3

You must not repair, maintain or work on any vehicle within the boundaries of your home, on the highway or in any other public or communal area. You must not allow anyone visiting your home to do so.

#### 7.8.3

You must ensure that neither you, anyone living with you, nor anyone visiting your home obstructs access to any other property by parking inconsiderately.

#### 7.8.4

You must not park a vehicle, such as a bike or motorbike, in any communal area inside a building.

#### 7.8.5

You must not park or drive a vehicle on any open plan area, footpath or grass verge.



### 7.8.6

The rear of some of our homes can only be accessed through the neighbouring garden. If this applies to the home next door to your home, you must allow reasonable access to us and your immediate neighbour over any footpath which runs through your garden and leads to your neighbour's home. You must not obstruct any footpath.

## 7.9 Services

You and anyone living with you or visiting you, must not tamper with the supply of gas, electricity or water, any other services, meters, smoke detectors or any warden call equipment that we have (or the Council has) installed in your home. We will charge you for any damage caused.

## 7.10 Combustible materials

You must not keep gas storage bottles or store any dangerous, inflammable or explosive materials (other than those needed for normal domestic use) either inside or outside your home.

## 7.11 Safety Around Your Home

### 7.11.1

You must not allow rubbish, waste, possessions, fixtures or other items (of any type or description) to accumulate in your home, garden or any other part of the property to the extent that the accumulation, quantity, shape, size, construction, type of items or manner of storage of such items causes or has the potential to cause:

- a) any detriment in your ability to use your home and the rooms within your home for their intended or proper purpose;
- b) any restriction on access to and egress from the property or access to rooms within the property;
- c) risk of injury or harm to you, us, our staff and contractors, any other person visiting your home or to any of your neighbours;
- d) damp or any other damage, detriment or deterioration of any type in the condition of the property, any fixtures or installations in the property or any adjoining property;
- e) a fire hazard or fire safety risk;
- f) nuisance or annoyance to any person;
- g) an infestation of rats, insects and any other pests or vermin;
- h) any unreasonable impediment to us and our contractors accessing and inspecting any part of the property or any electrical, gas,

water or sewerage installations and associated fixtures and fittings or any other installations;

i) any unreasonable impediment to us and our contractors or any other person undertaking repair or improvement works at the property or being able to undertake any inspection or assessment as to whether any repair or improvement works may be necessary.

### 7.11.2

If you breach any of the provisions of clause 7.11.1, then (without prejudice to any other legal rights or remedies that may be available to us) we may require you to remove and dispose of items we deem to be causing a problem or give up your tenancy. In particular we may seek injunctive relief from the courts to enforce the provisions of clause 7.11.1.

## 8. Your General Responsibilities- Living in Your Community

In accordance with our anti-social behaviour policy we will take firm but fair action to tackle any allegations of such behaviour.

### 8.1

You are responsible for the behaviour of everyone (including children and pets) living in or visiting your home. You are responsible for them in your home, in communal areas and in the locality of your home.

## 8.2 Harassment

### 8.2.1

You must not harass or discriminate against any person (including any of our employees, contractors, agents or Board Members) because of their race, nationality, sexuality, gender, religion belief, age, or disability, or any other characteristic which becomes protected by law or encourage or allow any person to do so. Examples of harassment or discrimination include:

- Violence or threats of violence, including domestic or racial violence;
- Abusive or insulting words or behaviour;
- Anything that is likely to interfere with the peace and comfort of others;
- Writing graffiti, especially if it is abusive, insulting or threatening;
- Damage or threats of damage to your home or to any other person's home or belongings.

### 8.2.2

You must not threaten nor allow members of your household or visitors to threaten violence or be violent toward anyone living in or visiting your home or do so towards any person in the vicinity.

### 8.2.3

You must not and you must not allow members of your household or visitors to threaten violence, be violent towards, abuse, assault, harass, intimidate or obstruct our employees, contractors, agents or Board Members in person, by telephone, in writing or in any other way, whether at the property, in the vicinity of the property or elsewhere.

## 8.3 Nuisance

You must not cause, nor allow members of your household or visitors to cause a disturbance that would be a nuisance or annoyance to others. For example by:

- Shouting or persistent arguing or offensive drunkenness;
- Use of illegal drugs;
- Loud music or any other loud noise including banging or slamming doors;
- Trespassing;
- Regular vehicle repairs or vehicle repairs at unreasonable hours;
- Rubbish dumping, fly tipping or lighting fires;
- Allowing rubbish to accumulate in or around your home;

- Barking dogs;
- Throwing things out of windows or off balconies;
- Playing ball games near to someone else's home;
- Skateboarding, roller-blading or cycling persistently near to someone else's home;
- Driving or riding vehicles recklessly or without consideration;
- Prostitution.
- Running a business from your home without our prior written consent. We will not refuse consent unreasonably unless we feel the business is likely to cause which causes a nuisance to other people or damage the property.

## 8.4 Damage to property

You must not damage or threaten to damage property. Neither must you allow members of your household or visitors to damage or threaten to damage property. For example by engaging in:

- Arson or attempted arson;
- Interference with security and safety equipment;
- Damaging communal areas or facilities;
- Breaking windows or doors;
- Writing graffiti;
- Leaving excrement, rubbish, paint or any other offensive substances on any part of a house or building.

## 8.5 Illegal acts

### 8.5.1

You must not use or allow your home to be used for illegal or immoral acts. In particular you must not use your home in connection with:

- Possession, use, supply or dealing in illegal drugs or substances;
- Unlicensed firearms or illegal weapons;
- Handling or storing stolen or counterfeit goods.

### 8.5.2

You must not commit a serious criminal offence in the area and if you are convicted of a serious crime we may apply to the Court for a possession order

## 8.6 Firearms

### 8.6.1

You must not keep, or allow to be kept, any illegal weapon, firearm, shotgun, CS Gas, air-powered weapon or ammunition in your home without the appropriate firearms or shotgun licence required by law and written permission from us.

### 8.6.2

You must ensure that any weapons, firearms, shotguns, air-powered weapons or ammunition are held securely and comply with any legal requirements, licence requirements or any conditions of our permission at all times.

### 8.6.3

You must not discharge any weapon, firearm, shotgun or air-powered weapon in your home, garden or in the local community.

## 9. Moving Home – Your Responsibilities

### 9.1 Notice period

#### 9.1.1

As long as there is no outstanding rent or other charges (including repairs recharges) under this tenancy, you must give us at least four weeks' prior written notice to terminate this tenancy during the Term, and on the expiry of such notice the Term shall cease (but without prejudice to any rights and remedies in respect of existing claims or breaches of the parties' covenants).

#### 9.1.2

Alternatively if you wish to surrender the tenancy before the end of the fixed Term, you must:

- give us at least four weeks' notice in writing, of the offer to surrender the tenancy, which surrender shall not be of effect to end the tenancy until it is explicitly accepted by us in writing; and
- in the case of a joint tenancy, to serve the notice referred to in this condition 9.1.2 signed by both of the joint tenants.

#### 9.1.3

If you are ending your tenancy but have not submitted an application to buy your home which we have accepted, to allow us, during the last four weeks of your tenancy, to show prospective tenants around your home, or pre inspect your home, or arrange for photographs to be taken to allow the property to be marketed to new prospective tenants. All such visits will be at reasonable times and upon reasonable notice of at least 24 hours.



### 9.1.4

If you do not give us proper notice you will continue to be responsible for the rent and other payments. If you leave without telling us we will consider the property has been abandoned and we will end the tenancy.

### 9.1.5

When your tenancy has ended you will remain responsible for any unpaid rent and any other payments, for example any charges we incur repairing your home under condition

### 9.3.1.

If you owe rent or other payments or are in credit with your rent or other payments when your tenancy ends we will inform you in writing.

### 9.1.6

You may not need to give us four weeks' written notice if we have agreed to short notice for example where you are moving out of your home as a result of a transfer to another of our properties.

## 9.2 Vacant possession

### 9.2.1

Unless you have purchased your home, you must not allow any person to remain living in your home when your tenancy ends and you must return all the keys to your home to us on, or before, the day you leave and give us your new address and telephone number before you leave.

### 9.2.2

Unless you have purchased your home, you must remove all of your possessions, animals and rubbish. If you do not do so, we will charge you any reasonable removal (or storage) costs and/or the cost of looking after any animal you leave behind.

## 9.3 Repairs at the end of the tenancy, if you do not buy your home

### 9.3.1

You must leave your home in as good a condition as it was when you moved in (except for fair wear and tear). You must make good any damage to your home before you move and carry out any repairs you are responsible for. If you do not do so, you will be responsible for any reasonable costs we incur in repairing the damage or replacing damaged items.

### 9.3.2

You must remove any unauthorised fittings you have installed and leave any authorised fittings in good working order. We may remove or replace any unauthorised or defective fittings you have installed and charge you our reasonable costs for this work.

### 9.3.3

If you remove the fittings you have installed you must reinstate the property to its original condition.

## 10. Enforcement/Ending Your Tenancy

### 10.1 General

#### 10.1.1

This section explains how we will deal with tenants who do not comply with this agreement.

#### 10.1.2

As part of its aims to provide an excellent housing service with safe neighbourhoods, we strive to ensure the peace and safety of our tenants and their neighbours. It is vital that you keep to this agreement and help us to achieve these aims.

#### 10.1.3

We can enforce the terms of this agreement through the courts if you do not comply with your tenancy agreement.

#### 10.1.4

We will not tolerate domestic violence, anti-social behaviour, racial or other harassment from tenants, their families or their visitors. If we receive any allegations of you or any person residing or visiting the premises acting in any of these ways, we will fully investigate these allegations. This may result in us taking you to court.

### 10.2 Tenure

Re-entry and termination by us prior to the end of the Term

If before the end of the Term:

#### 10.2.1

the rent and other charges payable shall remain unpaid, wholly or in part, for 14 days after becoming due, whether formally demanded or not.

#### 10.2.2

you do not use, or cease to use your home as your only or principal home,

#### 10.2.3

any of your other obligations in this tenancy is not complied with, or

#### 10.2.4

any of the grounds for possession listed in Schedule 2 of the Housing Act 1988 apply, then we may re-enter your home and the tenancy shall thereupon be terminated.

If the circumstances outlined in conditions 10.2.1, 10.2.3 or 10.2.4 apply, we may apply to court to end this fixed term assured shorthold tenancy by obtaining a court order for possession of your home on one of the applicable grounds listed in Schedule 2 to the Housing Act 1988 (as amended, updated, extended or replaced from time to time). Details of the applicable grounds of possession can be obtained from us.

If we intend to seek possession of your home on one of the applicable grounds for possession, we will give you at least two weeks' notice in writing unless:

- we are using grounds 14, 14A or any other statutory ground which allows us to give notice of less than two weeks, or
- the Court has allowed us to go ahead without serving notice on you.

As well as seeking a possession order, we can ask the Court for an injunction, which may include power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use your home for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.

### 10.3 Possession at the end of the Term

We can end this tenancy under Section 21 of the Housing Act 1988 (or any similar replacement legislation). The order for possession under Section 21 cannot take effect until the end of the Term.

### 11. Cessation of assured shorthold tenancy

If the tenancy ceases to be an assured shorthold tenancy (because for example you stop living in your home as your only or principal home) we may end the tenancy by giving you four weeks' notice in writing in accordance with section 146 of the Law of Property Act 1925 and exercising our rights of re-entry and re-gaining possession.

## 12. Service of Notices and Requesting Our Written Consent

### 12.1

This condition gives you notice under Section 48 of the Landlord and Tenant Act 1987 that our address for receiving legal notices, and any other communication arising from this tenancy agreement, is:

Livin Housing Limited  
Farrell House  
Arlington Way  
Durham Gate  
Spennymoor  
County Durham  
DL16 6NL

### 12.2

Any legal notice, or any other communication arising from this tenancy agreement, shall be validly served on you if posted or delivered to or left at your home or last known address.

### 12.3 Requesting our written consent

You need our written consent to comply with some conditions in this agreement. Requests for our written consent should be made in writing to Livin, Farrell House, Arlington Way, Durham Gate, Spennymoor, Co. Durham, DL16 6NL.

SAMPLE

SAMPLE



SAMPLE