

# North Lincolnshire Homes Limited Starter Tenancy Agreement





# Tenancy Particulars

## This tenancy agreement is between:

### Our name and address

North Lincolnshire Homes Limited

(‘we’ ‘us’ or ‘our’) of Meridian House, Normanby Road, Scunthorpe,  
North Lincolnshire, DN15 8QZ.

We are registered with the Housing Corporation under section 3 of the Housing Act 1996.

We are registered in England & Wales.

### Name of Tenant

.....  
.....

(‘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 and each joint tenant is responsible for paying all the rent and any service charge (including any arrears). We can recover any unpaid rent or service charge for your home from any one joint tenant. So if one joint tenant leaves the home, the remaining tenant or tenants must pay any rent and any service charge (including any arrears) that may still be owed.)

### Address

In respect of .....  
.....  
.....(‘your home’)

### Description of your home rented under this tenancy agreement

In this agreement ‘Your Home’ or ‘the property’ means the home at the address shown above and any includes any fixtures or fittings, gardens (but not communal gardens), hardstanding, balcony, outbuilding, shed, fence or wall let with it.

### Registered Charity

The dwelling that is the subject of this tenancy is held by (the landlord in trust for) a charity and the grant of this tenancy is a disposition falling within paragraph (a) of section 36(9) of the Charities Act 1993.



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

Rent £..... Service charge £.....  
(payable at £[ ] per week)

Rent arrears of £..... Total weekly payment £.....

**Service charges**

The services provided in the service charge at the start of this tenancy are:

[ ] £..... [ ] £.....

[ ] £..... [ ] £.....

[ ] £..... [ ] £.....[crossout if not applicable]

**Permitted Number**

Under overcrowding legislation, the maximum number of people allowed to live at your home is.....

**The tenancy**

This tenancy begins on .....(the 'Tenancy Start Date') for a week and thereafter weekly until brought to an end, in accordance with the provisions of this agreement.

**Tenancy Conversion**

As from the first anniversary of the Tenancy Start Date we may serve a conversion notice on you telling you that this tenancy is to be regarded as an assured (non-shorthold) tenancy. We will normally serve the conversion notice on you, unless before the first anniversary of the Tenancy Start Date:-

- We have started proceedings for possession against you; or
- We have served a notice under Section 21(4) of the Housing Act 1988 that we require possession and we issue proceedings for possession within two months of the expiry of this notice.

If we do serve a conversion notice on you, you will receive additional rights effective from that date which are set out in this agreement. The other terms and conditions of this agreement will remain the same.

This Agreement is intended to create an assured shorthold tenancy agreement as defined in Section 19A of the Housing Act 1988 (as inserted by the Housing Act 1996) and the provisions for recovery of possession by us in Section 21 of the Housing Act 1988 apply accordingly. This condition no longer applies if and when we serve a conversion notice and the agreement becomes an assured non-shorthold tenancy agreement.

Note: It is a term of this tenancy that you (or anyone acting for you) have not induced us to grant you this tenancy by knowingly or recklessly making a false statement to us or to North Lincolnshire Council (called "the Council" in this agreement).



Note: It is a term of this tenancy that you (or anyone acting for you) have not induced us to grant you this tenancy by knowingly or recklessly making a false statement to us or to North Lincolnshire Council (called "the Council" in this agreement).

### Data Protection

You consent to us holding and processing any personal information (including sensitive personal data) that you have provided or has been provided by third parties or will be provided in the future to perform the functions of North Lincolnshire Homes Limited in administering your tenancy.

This may include disclosure of certain third parties (such as North Lincolnshire Council) who are able to show that they are entitled to receive the information. We comply with the Data Protection Act 1998 when dealing with personal data. This means your personal data. This means that your personal data will be processed in accordance with the law and no personal data will be sold to third parties.

By signing this agreement you are consenting to North Lincolnshire Homes Limited processing your personal data as necessary for the purposes of administering your tenancy

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.....

Signed by the Tenant.....

Signed by the Tenant.....Date.....

If this is a joint tenancy, each Tenant should sign.

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



North Lincolnshire Homes Limited

# Starter Tenancy Agreement



**1. Definitions**

- 1.1 "Your home" means the dwelling let to you and any garden, garage, parking space or any other area let with the dwelling including fences and other structures.
- 1.2 Where your home is a flat or sheltered accommodation the words "Communal Area" means the entrances to the building of which the flat or sheltered accommodation forms part and the doorways, halls, lifts, staircases, landings, passageways, corridors, drives, yards, drying areas, gardens, refuse chutes/storage, outhouses, laundry rooms and other areas which are provided by us for the common use of you and other occupiers of the building.

**2. Payments for your home**

- 2.1 The weekly rent for your home (including service charge if applicable) at the start of the tenancy is set out in the Tenancy Particulars
- 2.2 We will work out your rent and service charge every year so that you will have four non-payment weeks during the year. We will tell you at the start of the year which weeks are 'non-payment' weeks. If you have missed any rent or service charge payment then the 'non-payment' weeks do not apply and you must pay rent and service charge and arrears as usual during these weeks

**3. Rent arrears & credits**

- 3.1 If when this agreement is granted you have made any advance rent payments (known as credits) or have rent (or service/Supporting People charges) arrears on your rent account for your home we will;
- i add the amount of any credit you have to your rent account (this is known as crediting your account); or
  - ii add any arrears you have to your rent account (this is known as debiting your account).

So that this is entirely clear, by signing this Tenancy Agreement you are agreeing that we will treat any rent or service charge or supporting people charge arrears that you owe under a previous tenancy as arrears under this agreement. We may claim these arrears as if this Tenancy Agreement has not been granted and your old Tenancy Agreement was still in force.

- 3.2 If you leave your home to become our tenant in another property owned by us:-
- i we may use all payments made by you on your new home to pay off any arrears on your old home, or
  - ii we will also be able to use any rent payments you have built up to cover the rent on your new home.

#### 4. Services

- 4.1 We shall provide the services (if any) set out on page 3 for which you shall pay a service charge. This includes support charges applicable to accommodation designated specifically for older people. These charges only apply to your home if an amount has been entered against a service on page 3.
- 4.2 We may, after consulting the Tenants affected, increase, add to, remove, reduce, or vary the services provided or introduce new services.
- 4.3 With effect from the first Monday in the April following the tenancy start date and on each first Monday in April after that date we may increase your service charge (if it applies) at any time if we give you at least one calendar month's notice in writing, but not more than once a year unless there is a change in the services provided.
- 4.4 Each year, at the end of December, we will estimate the sum we are likely to spend in providing services to you over the coming calendar year. That will be the service charge we will ask you to pay for the year.
- 4.5 At the same time, we will work out how much we have actually spent on providing services for you in the previous calendar year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you,

we will increase your new service charge.

- 4.6 We will give you a certificate showing what is included in your service charge. When you receive your certificate, you have the right, within six calendar months of receiving the certificate, to examine the service charge accounts, receipts and other documents relating to them and to take copies of extracts from them. We will make a small charge to cover the cost of any copying.
- 4.7 We can only make reasonable services charges for the services or work we do which must be of a reasonable standard.

#### 5. Changes in rent

- 5.1 On the first Monday in the April following the tenancy start date and on each first Monday in April after that date we may increase or decrease the rent in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988. We will give you not less than one calendar months' notice in writing and the notice shall specify the Rent proposed. The revised Rent shall be the amount specified in the notice of increase unless you refer the notice to a Rent Assessment Committee to have a market Rent payable for the following year shall be the Rent so determined.

**8 6. Service of notice**

- 6.1 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;

North Lincolnshire Homes Limited  
Meridian House,  
Normanby Road,  
Scunthorpe,  
North Lincolnshire  
DN15 8QZ

- 6.2 Any legal notice, or any other communication arising from this Tenancy Agreement, shall be validly served on you if posted, delivered or affixed to your home.

**7. Altering the agreement**

Except for any changes in Rent or service charges or where permitted under future legislation, this tenancy agreement may be altered only with the written consent of both you and North Lincolnshire Homes.



You agree:

**1. Possession**

To take possession and occupation of your home at the start of the tenancy and not to part with possession of your home or sub-let the whole of it. This means that you must move in to your home at the start of the tenancy and then continue to live in your home.

**2. Rent**

To pay the Rent and any Service Charges (if applicable) in advance on every Monday of each week.

**3. Outgoings**

To meet all outgoings applying to your home including water charges and electric and other costs whether metered or billed.

**4. Nuisance & anti-social behaviour**

4.1 Not to cause nuisance, annoyance or disturbance at your home or in the locality of your home or in the neighbourhood or to any of our other tenants, or members of their household or any other person.

4.2 Not to allow anyone living at your home whether permanently or temporarily, or any visitor to your home, to cause nuisance, annoyance or disturbance at your home or in the locality of your home or in the

neighbourhood or to any of our tenants or members of their household, our staff, our contractors or any other person.

4.3 To take whatever action is required to prevent anyone living at your home or any visitor from causing such nuisance, annoyance or disturbance.

**5. Noise**

Not to create noise or allow noise of an excessive level to emanate from your home so as to cause a nuisance, annoyance or disturbance to occupants of neighbouring premises or any other person in the locality or in the neighbourhood around your home.

**6. Racial & other harassment**

Neither to commit, nor to allow members of your household or visitors to commit, any harassment, or threat of harassment, including but not limited to any harassment relating to race, colour, religion, sex, sexual orientation, or disability that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants or their visitors, employees, agents or contractors.

**7. Damage**

Not to cause damage to any part of your home including fixtures and fittings, walls, doors and fences or to

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any other premises or property owned by us. Not to allow any person living at your home whether permanently or temporarily or any visitor to your home, to cause damage to any part of your home or any other premises or property owned or previously owned by us. To pay to us on demand the reasonable cost incurred by us in making good such damage.

**8. Responsibility for children & others**

To be responsible for the behaviour of any person living at your home whether permanently or temporarily, including children and other members of your family or household, or visitors to your home. You must pay to us on demand the reasonable cost of making good any damage or loss caused by such persons in breach of any of the terms of this Tenancy Agreement, including malicious damage or damage or loss caused by theft of any property belonging to us.

**9. Theft**

Not to steal any item of property from any premises or property owned or previously owned by us or by the Council.

**10. Pets**

Not to allow pets, birds or animals kept at your home to cause a nuisance or annoyance to

neighbours and to remove any pet, bird or animal which does cause nuisance or annoyance. To make sure that any pets, birds or animals are kept in clean conditions and the areas around any hutches, pens or cages are kept clean and tidy and free from rubbish. To make sure that any droppings or faeces from animals are cleared away regularly and disposed of properly.

**11. Business use & storage of materials**

Not to use or allow your home to be used for any business purposes or for the storage of scrap or other materials without our prior written permission. We shall not unreasonably withhold our permission.

**12. Heaters, storage of explosive & inflammable materials**

Not to use nor allow to be used paraffin or bottled gas heaters at your home or use or allow to be stored at your home any substances of an explosive or inflammable nature without our prior written permission. We shall not unreasonably withhold permission.

**13. Repair of cars**

Not to carry out or allow to be carried out major repairs to any motor vehicle sited at your home or on any road or communal area in

the locality of your home, or on any land we own, without our prior written permission. We shall not unreasonably withhold permission.

**14. Illegal use of your home**

Not to use or allow your home to be used for any illegal or immoral purpose including the storage of, or possession of, or dealing in, stolen property or illegal drugs, or the use of illegal drugs, or engage in any other illegal or immoral activity in the locality of your home or on other neighbouring estates.

Not to store or use on the premises illegal weapons, firearms, other projectile devices or explosives

**15. Internal decoration**

To keep the interior of your home clean and tidy and in good decorative order and not to use or apply to walls or ceilings textured coatings (e.g artex) or non-domestic paints. Not to use or apply any paint or coating of any description to fixtures, fittings or appliances for the heating of space or water (this includes not applying any paint or coatings to baths, wash basins, toilets, kitchen units and any fires, boilers or water heaters).

**16. Repairs/work that are tenant's responsibility**

16.1 To carry out the following works:

i unblock waste pipes and drain gullies (except where the blockage occurs outside your control).

ii sweep chimneys (where applicable)

iii fill minor plaster cracks and seal the edges of the bath, wash hand basins and sinks.

16.2 To repair or replace, as necessary, the following items or parts of your home:

i the handles, bolts and catches of internal doors and cupboards.

ii letter boxes and door numbers.

iii toilet seats and the chains and plugs to wash hand basins, baths and sinks.

iv fire grate bottoms and ash pans.

v fences and gates to your home not erected by North Lincolnshire Homes or the Council when they were landlord of your home.

vi light bulbs, fluorescent tubes, starters and fuses and batteries for smoke alarms (where smoke alarms are not mains powered).

vii refuse bin, if lost or damaged.

viii any sheds, garages or outbuildings which serve your home as notified by us.

16.3 To pay us on demand the reasonable cost of making good any of the items referred to in 16.1 and 16.2 (including damage caused by neglect or malicious damage and damage caused by a member of your family or visitors to your home) where you fail to carry out the works or repair or replace the item within 14 days of being so required by us.

### 17. Entry

17.1 To allow us, our employees, invitees, agents or contractors to enter your home upon at least 24 hours written notice (except in case of an emergency - see 17.2) for the purpose of:

- i checking that you are complying with the terms of this Tenancy Agreement.
- ii inspecting the state and condition of your home, including where such inspection is required for the purpose of facilitating an exchange or transfer of your home.
- iii carrying out such repairs, alterations, improvements or any other works to your home or the building of which your home forms part or other adjoining property which we deem necessary.
- iv enabling us to comply with any obligations laid down in any Act

of Parliament or subordinate regulations.

17.2 In the case of an emergency we or our, employees, agents or contractors may enter your home without notice by using reasonable force to gain entry. We shall make good all damage arising from such entry.

### 18. Gardens

18.1 To maintain any garden area which is let as part of your home in a tidy condition free from excessive weeds, rubbish and litter.

18.2 Not to use any garden area which is let as part of your home to park any motor vehicle, trailer, caravan, or boat

18.3 Not to site, create or use any form of accommodation, including but not limited to, any caravan, motor home, tent or shed.

### 19. Parking of vehicles

Not to park or allow to be parked at your home any motor vehicle, trailer, caravan or boat in any other than designated parking areas.

Designated parking areas can be at your home or elsewhere on the estate of which your home forms part. Unless otherwise specified, an estate road is not to be considered a designated parking area but such parking will be allowed provided danger, nuisance or obstruction to



other vehicles or pedestrians is not caused.

**20. Driveways**

To share the use of any driveway which gives access to your home and any adjoining property with the occupiers of the adjoining property. Not to park or allow any person to park any motor vehicle, trailer, caravan or boat on the driveway or to otherwise obstruct it. Not to fence any part of the driveway without obtaining our prior written permission. We shall not unreasonably withhold our permission. Not to use the driveway as an access for vehicles unless a proper footpath crossover has been provided.

**21. Overcrowding**

Not to allow more than the number of persons shown on page 3 to live at your home.

**22. Lodgers**

Not to take in lodgers unless and until this tenancy has become an assured (non-shorthold) tenancy or unless you have our permission in writing. After that time you may take in any persons as lodgers as long as you do not grant a sub-tenancy or exceed the number of people allowed to live in your home (see page 2). You agree to tell us on request of the name, age and sex of any lodger or any intended lodger

and of the accommodation he or she occupies or will occupy.

**23. Sub-letting**

- 23.1 Not to sub-let the whole of your home.
- 23.2 Not to exchange, assign or sub-let part of your home without obtaining our prior written permission. We may impose conditions if we give consent. We will not consider giving consent unless and until the tenancy has become an assured (non-shorthold) tenancy.

**24. Reporting damages or repairs**

To inform us in writing as soon as reasonably practicable of any repairs needed or damage to your home or the common parts that we are obliged to remedy or repair.

**25. Informing the police of criminal damage or vandalism**

To inform the Police immediately of any criminal damage or acts of vandalism to your home.

**26. Absence from your home**

To inform us, in writing and if possible in advance, if you are or expect to be absent from your home for 28 days or more.

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**27. Additional conditions for flats & sheltered accommodation**

- 27.1 Not to throw or drop any article from any balcony or window.
- 27.2 Not to block any refuse disposal chutes.
- 27.3 Not to deposit rubbish or litter in the Communal Area and not to damage or interfere with door entry, security or safety equipment.
- 27.4 Not to obstruct or leave any item in or upon the Communal Area.
- 27.5 Not to bring into your home or the Communal Area any motorcycle, moped or any machinery having a petrol or diesel engine.
- 27.6 Not to leave litter or refuse anywhere except in the places provided by us.
- 27.7 To keep the area immediately outside the entrance of the door of your home in a clean and tidy condition.
- 27.8 Not to keep a dog or large pet or animal at your home without our prior written permission. We will not unreasonably withhold our permission.
- 27.9 Not to allow any dog, pet or animal kept at your home to roam the Communal Area untethered or unleashed or to foul the Communal Area.

- 27.10 To share the use of communal gardens with other tenants and not to cultivate, fence off or restrict access to any parts of the communal garden areas without our prior written permission. We will not unreasonably withhold our permission.

**28. Domestic Violence**

Not to behave in any manner which is threatening, violent or abusive (whether psychologically, physically, sexually, financially or emotionally) to any person who is or has been your partner or family member, (irrespective of their gender or sexuality).

We agree:

**1. Possession**

To give you possession of your home at the start of the tenancy.

**2. Tenant’s right to occupy**

Not to interrupt or interfere with your right peacefully to occupy your home except where:

- 2.1 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 property, or
- 2.2 we are entitled to possession of your home at the end of the tenancy.

**3. Repair of structure & exterior**

To keep in good repair the structure and exterior of your home including

- 3.1 drains, gutters and external pipes;
- 3.2 the roof;
- 3.3 outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;
- 3.4 internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;

3.5 chimneys, chimney stacks and flues but not including sweeping;

3.6 pathways, steps or other means of access;

3.7 plasterwork (except for minor cracks); and

3.8 integral garages and stores

**4. Repair of installations**

To keep in good 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

- 4.1 basins, sinks, baths, toilets, flushing systems and water pipes;
- 4.2 electric wiring including sockets and switches, gas pipes and water pipes;
- 4.3 water heaters, fireplaces, fitted fires and central heating boilers and installations.

**5. Repair of common parts & communal areas**

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

### 6. External decoration

To keep the exterior of your home and any common parts in a good state of decoration.

### 7. Housing management

To provide you with information on our housing management policies as required by the guidance issued by the Housing Corporation under the provisions of Section 36 of the Housing Act 1996.

**1. Termination**

On termination of the tenancy you agree to give us vacant possession of your home.

**2. Written notice to end your tenancy**

You agree to give us, unless otherwise agreed in writing by us, at least 28 days written notice, expiring at 12 noon on a Monday, should you wish to end your tenancy.

**3. End of tenancy**

3.1 You agree to give us vacant possession and to leave your home (including our fixtures and fittings) in a proper state of repair and tidy condition and to remove from your home and garden all furniture, personal possessions, rubbish and other debris and hand over all keys to your home to us at the end of your tenancy.

3.2 You agree to pay us on demand the cost of putting your home into a clean and tidy condition and making good any damage to your home and the cost of disposal of any possessions, rubbish and other debris left at your home at the end of the tenancy. We do not accept responsibility for anything you leave at your home at the end of the tenancy.

**4. Tenure**

4.1 We can end your tenancy under Section 21 of the Housing Act 1988. An order for possession under Section 21 cannot take effect until six months after the start date of this tenancy. (Section 21 will apply while this tenancy remains an assured shorthold tenancy.)

4.2 If your tenancy becomes an assured (non-shorthold) tenancy then you shall remain an assured tenant so long as you occupy your home as your only or principal home. We can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of your home on one of the grounds listed in Schedule 2 to the Housing Act 1988. We may also apply for a demotion order under Sections 6A and 20B of the Housing Act 1988 (as amended by the Anti-Social Behaviour Act 2003).

4.3 If this tenancy has been demoted, we may ask the Court to make a possession order under other provisions of the Housing Act 1988. These give the Court limited rights to refuse a possession order.

4.4 As well as seeking a possession and/or a demotion order, we can ask the Court for an injunction, which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of this tenancy or where you use the dwelling for unlawful use.

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## Section 4 • Ending Your Tenancy, Demotions & Injunctions

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We may also apply for an injunction against an individual who engages in antisocial behaviour.

### 5. Cessation of assured tenancy

If the tenancy ceases to be an assured tenancy we may end the tenancy by giving you four weeks' notice in writing.

You have the following rights:

**1. Right to occupy**

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 paragraph 17 of section 2 of this Tenancy Agreement to give access to our employees or contractors).

Your right to occupy your home is at risk if you do not comply with the terms of this Tenancy Agreement.

**2. Right to make improvements**

You do not have the right to improve your home unless and until this tenancy has become an assured (non-shorthold) tenancy. If this tenancy becomes an assured non-shorthold tenancy, you may make improvements, alterations and additions to your home including putting up a television aerial, external decoration and additions to, or alterations in, our installations, fixtures and fittings, provided that you have first obtained our written consent and all other necessary approvals (for example, planning permission and/or building regulations approval). We shall not unreasonably withhold our consent but may make it conditional upon the work's 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. Compensation for improvements**

You are not entitled to claim compensation for improvements unless and until this tenancy has become an assured (non-shorthold) tenancy. If this tenancy has become an assured (non-shorthold) tenancy, you have the right to claim compensation for certain improvements which you have made to your home after a certain date. You can only apply for compensation when your tenancy ends. We will give you full details of the scheme and the qualifying improvements upon request

**4. Right to repair**

You have the right to have certain urgent minor repairs done quickly and at no cost to you where the repair may affect health, safety or security, and where the repair has not been completed within a specified timescale. We will give you full details of the Right to Repair Scheme including a schedule of qualifying repairs upon request. Under the Right to Repair Scheme, we must pay you compensation if qualifying repairs are not done within set timescales.

**5. Right to information**

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.

refer the matter to the Independent Housing Ombudsman.

## 6. Right to acquire

You have the right to acquire your home under the Housing Act 1996, unless you live in sheltered housing or other housing excluded from this right by that legislation. This right does not apply unless and until this tenancy becomes an assured (non-shorthold) tenancy.

## 7. 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.

## 8. Complaints

8.1 We shall 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 Housing Corporation 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.

8.2 If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to

## 1. Succession to a partner

- 1.1 If you are a sole Tenant who is not a Successor (see definition below), the tenancy will pass to your partner (whether or not married to the Tenant or civil partner, and including a same-sex partner) under the provisions of the Housing Act 1988 provided that he or she occupies your home at the time of your death as his or her only or principal home.
- 1.2 While this tenancy remains an assured shorthold tenancy, a successor will succeed to that tenure type (an assured shorthold tenancy).
- 1.3 A Successor is:
- 1.3.1 a partner who became the Tenant under this Condition; or
- 1.3.2 a person who inherited this tenancy (see Condition 2 below); or
- 1.3.3 a person who was granted this tenancy under a condition similar to Condition 3 (below) in another tenancy agreement; or
- 1.3.4 a person who would have been entitled to succeed if the previous Tenant had died and who became the tenant under Condition 5 (below); or
- 1.3.5 a tenant by survivorship when one of two or more joint tenants has died; or
- 1.3.6 a person who became the tenant under the Right to Exchange (see

Condition 5 below) and you were a successor under your previous tenancy; or

- 1.3.7 a person who became the tenant under a court order under Section 24 of the Matrimonial Causes Act 1973 or Section 17(1) of the Matrimonial & Family Proceedings Act 1984 and the other party to the marriage was a successor.
- 1.3.8 a person who became the tenant under a court order under Part 2 of Schedule 5 or paragraph 9(2) or (3) of Schedule 7 to the Civil Partnership Act 2004 and the other person to the civil partnership was a successor.

## 2. Succession (other than to spouse)

If you are a sole Tenant who is not a Successor as defined in Condition 1 (above) we will not seek possession under ground 7 of Schedule 2 of the Housing Act 1988 if the person who inherits this tenancy:

- 2.1 is a member of your household; and
- 2.2 lived with you for the twelve months before the Tenant's death; and
- 2.3 lived in your home as his or her only or principal home at the time of the Tenant's death; and
- 2.4 agrees in writing to abide by the terms of this tenancy.
- 2.5 We may seek possession if, six months after the death of the

Tenant, there has been no grant of probate or letters of administration.

### 3. Special succession rights

If inheritance rules do not allow someone who qualifies under Conditions 2.1.1 to 2.1.4 to take over this tenancy, we may use Ground 7 to end this tenancy agreement and grant that person a new tenancy of your home. If your home has been specially adapted and no one living in your home needs that adaptation or if your home would be larger than the person entitled to a new tenancy reasonably requires, we may offer them a tenancy of a more suitable home owned by us.

### 4. Competing succession claims

If more than one person would be allowed to claim the tenancy under Condition 2 or 3 above, they must decide between them who should get the tenancy. If they cannot agree, we will decide.

### 5. Assignment

You may not assign this tenancy except in furtherance of a court order or to someone that would have been qualified under Condition 2 or 4 to succeed to the tenancy if you had died or, if this tenancy has become a non-shorthold tenancy, you exercise your right to exchange.

### 6. Right to exchange

6.1 You do not have the right to exchange your home with another tenant from a council or another registered social landlord unless and until this tenancy has become an assured (non-shorthold) tenancy. If this tenancy becomes an assured (non-shorthold) tenancy, subject to first getting our written consent, you have the right to exchange this tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority.

6.2 You must not charge any premium in relation to an exchange of this tenancy



















