

Section 1 - General Terms

It is agreed as follows:

1 Payments for your home

- 1.1 The monthly rent and service charge for your home, and other charges (if any) at the start of the tenancy are set out on page 1.
- 1.2 You must pay the monthly rent, service charge, and other charges (if any) on the first day of each calendar month for the month ahead, either by direct debit, or as otherwise agreed with us. The first payment must be made so as to be cleared funds on the tenancy start date. Thereafter payments must be made so as to be cleared funds on the first day of each calendar month.
- 1.3 If you have any arrears of rent and other charges due when this tenancy is granted (either in relation to your home, or another of our properties) you agree to pay off those arrears by monthly instalments shown on page 1 of this tenancy agreement.

2 Services

- 2.1 We shall provide the services set out on the schedule attached to this tenancy agreement, for which you shall pay a service charge.
- 2.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided, or introduce new services (for which a new charge may be payable).

3 Changes in rent

- 3.1 We may increase the rent on or from 1 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.
- 3.2 After the first rent increase, we may increase the rent once each year 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.

4 Changes in service charge

- 4.1 With effect from the 1 April after this tenancy is granted we may increase your service charge (if it applies) at any time if we give you at least one month's notice in writing, but not more than once a year unless there is a change in the services provided.
- 4.2 Each year, we will estimate the sum we are likely to spend in providing services to you over the coming year. That will be the service charge we will ask you to pay for the year.
- 4.3 At the same time, we will work out how much we have actually spent on providing services for you in the previous year. If we have overcharged you, we will reduce your service charge for the coming year. If we have undercharged you, we will increase your new service charge.
- 4.4 We can only make reasonable service charges and the services or work we do must be of a reasonable standard. If you believe that your service charge is unreasonable (in terms of the amount charged or standard of work) you may be able to apply to the First Tier Tribunal (Property Chamber) for a decision as to what is reasonable.

5 Service of notices

- 5.1 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:

Radcliffe Housing Society, Radcliffe House, Homefield Road, Sevenoaks, Kent TN13 2DU

- 5.2 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.

6 Altering the agreement

With the exception of any changes in rent, service charge, services, or as a result of change of law, this agreement may be only changed by agreement between you and us.

7 Housing management

- 7.1 We will provide you with information on our housing management policies as required by the guidance issued by the Regulator of Social Housing (or its predecessor or successor body) under section 193 of the Housing and Regeneration Act 2008.
- 7.2 We are subject to any guidance on housing management practice issued by the Regulator of Social Housing, and this tenancy is one to which that guidance applies.

Section 2 - Our obligations

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 in accordance with the terms of this tenancy agreement; or
- 2.2 we are entitled to possession at the end of the tenancy.

3 Repair of structure and exterior

To keep in 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 and window glass, 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;
- 3.8 integral garages and stores;
- 3.9 boundary walls and fences

4 Repair of installations

To 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:

- 4.1 basins, sinks, baths, toilets (but excluding toilet seats), 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 installations.

5 Repair of communal areas

To take reasonable care to keep the communal 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.

6 Decorations

To keep the exterior of your home and any communal areas in a reasonable state of decoration.

7 Insurance

To be responsible for insuring your home, and the fixtures and fittings which belong to us. We will not be responsible for insuring the contents of your home. It is therefore recommended that if you wish to have insurance cover over your own belongings, that you take out your own insurance.

Section 3 - Your obligations

You agree:

1 Possession

- 1.1 To take possession of your home at the start of the tenancy and not to part with possession, or sub-let the whole or part of it.

- 1.2 To only allow the permitted occupants listed at the front of this tenancy agreement to live at your home (together with any lodgers we have expressly permitted under condition 2 of Section 4).

You must have our written consent to any changes to the list of permitted occupants. We will not give consent to any changes to the list of permitted occupants which would result in overcrowding (upon which see Section 3, condition 19 below).

- 1.3 Not to use your home for Airbnb, B&B, or holiday let, or to let out any car parking space which is available at/with your home.

2 Rent and other charges

To pay the rent, service charge, and any other charges monthly in advance in accordance with condition 1 of Section 1 of this tenancy agreement.

3 Outgoings

- 3.1 To meet all outgoing costs applying to your home including council tax, electric, gas and other costs whether metered or billed.
- 3.2 Immediately upon the start of this tenancy, to arrange for council tax and other utility services as are available at your home, to be transferred into your name (and pay for any transfer or connection charge applicable).
- 3.3 Not to tamper, interfere with, alter or add to the water or other utility installations or meters in or serving your home.
- 3.4 To notify the supplier(s) of utilities or services (whether or not metered) when this tenancy has ended, and pay all sums due to each utility and service provider, up to and including the last day of your tenancy, directly to them.

4 Use of your home

- 4.1 To use your home for residential purposes as your only or principal home, and not to operate any business at your home which could cause a nuisance without our prior written consent.
- 4.2 Not to access or use any loft, attic or cellar space for any purposes whatsoever including for the avoidance of doubt for habitation or for the purpose of storage of any items. The Landlord is not responsible for any items stored in such areas.

5 Nuisance, harassment and anti social behaviour

Neither to, nor to allow members of your household or visitors to:

- 5.1 Cause a nuisance or annoy anyone in the local area, including any of our tenants, agents, employees or contractors, for example by making too much noise.
- 5.2 Harass anyone in the local area (including any of our tenants, agents, employees or contractors), on any ground including on grounds of race, colour, nationality, religion, sex, sexual orientation, pregnancy, maternity, gender reassignment, age or disability.
- 5.3 Harass, threaten or use violence towards anyone in the local area; our employees, contractors or agents; or anyone living in or visiting your home.

5.4 Use your home for any criminal, immoral or illegal purpose.

6 Domestic abuse

6.1 Domestic abuse can take many forms including (but not limited to), physical, sexual, emotional and financial abuse, coercive control and other controlling behaviour.

6.2 You, any person living with you (whether permanently or temporarily) and any visitor to your home, must not perpetrate or threaten domestic abuse against a member of your household that would cause them to leave your home, or prevent them from living peaceably in your home.

6.3 If we believe that a member of your household is at risk, or has been at risk of domestic abuse, or has been affected by domestic abuse, we may take legal action. If a member of your household leaves because of domestic abuse, we may take action to regain possession of your home.

7 Pets

7.1 Not to keep any animal at your home or in any communal area, without our prior written consent (which consent may be made subject to reasonable conditions), and not to keep any animal which has been classed as dangerous under the Dangerous Dogs Act 1991 or the Dangerous Wild Animals Act 1976.

7.2 To keep any pets living at or visiting your home or any communal areas properly, and under control, and to ensure that they do not damage your home or other property that belongs to us, or cause a nuisance or annoyance to other persons in the neighbourhood.

7.3 To ensure that dogs in communal areas are kept on a lead, do not enter children's play areas, and that any fouling is cleared immediately and disposed of appropriately.

7.4 To remove any animal upon our reasonable request, where the requirements of this condition 7 have been breached.

8 Mobility scooters

8.1 Not to keep or charge a mobility scooter at your home, without obtaining our prior written consent. Consent will only be granted if suitable space is available at the time of request.

8.2 Not to keep or charge a mobility scooter in any communal areas, unless a suitable scooter store and/or charging point has been provided.

9 Internal decoration and maintenance

9.1 To keep the interior of your home in good and clean condition.

9.2 To carry out minor repairs yourself and to decorate all internal parts of your home as often as is necessary to keep it in good decorative order. You must not alter the external decoration of the building. See Section 4, condition 7 for our conditions relating to you making changes to your home.

10 Gardens and other external areas (if any)

10.1 To keep any gardens and external areas tidy. If you leave items or rubbish we will request in writing that you do remove them, and may charge you the reasonable costs reasonably incurred of any work we have to do in the event of your default.

10.2 Not to:

10.2.1 erect any structure in the garden or any other external area (for example sheds and outside accommodation for pets other than a small hutch or pen for small animals); or

10.2.2 remove, replace or plant any hedge, tree, or remove, alter or erect any fence or wall

without our prior written consent (which consent may be made subject to reasonable conditions).

11 Balconies (if any)

11.1 To keep any balcony area that you have sole use of, in reasonable order, in a tidy condition and free from rubbish.

11.2 Not to light fires or place or use any barbeque, fire pit or other heating or lighting apparatus on the balcony area.

11.3 Not to store or keep any items or belongings on the balcony area other than a lightweight table and chairs designed for outdoor use.

11.4 Not to place any items on the sills, ledges or other edges, or to display so as to be visible from outside, any kind of notice, writing, drawing, sign or advertisement.

12 Furniture and appliances (if applicable)

12.1 Not to (and ensure that no one living at or visiting your home does not):

12.1.1 sell, rent or give away any of our furniture, appliances provided by us at your home or in the communal areas,

12.1.2 move any of our furniture, appliances out of your home or the communal areas or facilities without our prior written permission,

12.1.3 damage or vandalise our furniture and/or appliances.

12.2 To pay us the reasonable costs reasonably incurred of repairing or replacing our furniture and/or appliances (including integrated white goods), which you, your household or visitors, including pets, damage (other than fair wear and tear) or remove.

12.3 To ensure at the end of the tenancy that the furniture and/or appliances are left in the same rooms at your home as they were located at the beginning of the tenancy and to pay us the reasonable costs of replacement of any items of furniture, and/or appliances that are missing from your home at the end of the tenancy.

13 **Damage**

To 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 to pay any reasonable costs reasonably incurred in carrying out such works in default.

14 **Reporting disrepair**

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

15 **Access**

15.1 To allow our employees, the managing agent, any superior landlord and/or other agents or contractors acting on our behalf access at reasonable times and subject to reasonable notice to inspect the condition of your home and/or any installations and to carry out repairs or other works to your home or adjoining property (we will normally give at least twenty-four hours' notice but more immediate access may be required in an emergency).

15.2 If you fail to allow us access in order to undertake necessary works (including health and safety compliance checks, such as gas installation inspections), we may take legal action to gain access to your home, and claim from you our reasonable costs, reasonably incurred in taking such action.

16 **Health and safety**

16.1 To keep any communal areas free from any obstruction (including mobility scooters), personal belongings or rubbish. If we have to remove anything in these areas, you must refund us our reasonable costs.

16.2 To put all rubbish in appropriate bin bags and dispose of in the proper bins (or other suitable locations for large item collection) and ensure they are available for collection by the local council.

16.3 Not to tamper or interfere with or misuse any communal or fire safety doors, electrical or gas installations or meters, or other equipment. Communal doors must be kept closed.

16.4 To replace the batteries in any smoke alarms, and not to disconnect any smoke detectors or fire alarms where fitted.

16.5 Not to store or use in or around your home or in any communal areas any portable paraffin or gas heaters, or any other any dangerous, inflammable or explosive substances, other than those which are reasonably needed for domestic use.

16.6 To ensure that your electrical and gas appliances (if any) are:

16.6.1 kept in good condition and proper working order, and

16.6.2 inspected regularly by a properly qualified engineer (as appropriate), and

16.6.3 repaired promptly by a properly qualified engineer if a fault occurs (or removed from your home and disposed of appropriately), and

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

16.7 Not to smoke, or permit any household member or visitor to smoke tobacco, e-cigarettes or any other substance in your home when one of our employees and/or subcontractors are in attendance, and nor to smoke or permit any household member or visitor to smoke in the communal areas of the building.

16.8 To comply with any reasonable requests from us in relation to health and safety matters.

17 Paths and roadways

17.1 To only park vehicles in suitable car parking spaces, and not to block local roadways and other vehicular or pedestrian access, and to keep these, and car parking spaces, clear of unroadworthy, or untaxed vehicles and other obstructions.

17.2 Where a designated space parking arrangement is in place, to only park in spaces which are designated for your use.

17.3 Not to carry out car or other vehicle repairs within the boundaries of the property of which your home forms part, or in our communal car parks unless these are to your own private-use registered vehicle and there is no nuisance caused to other persons in the neighbourhood.

17.4 Not to park caravans, boats, commercial vehicles and vans outside your home without our prior written consent.

18 Assignment

Not to assign the tenancy except:

18.1 If you are assigning the tenancy with our prior written consent to someone that would have been qualified under Section 4, condition 3 to succeed to the tenancy had the tenant died;

18.2 With our prior written consent when exercising the right to exchange set out in Section 4, condition 4; or

18.3 In accordance with a Court Order.

19 Overcrowding

Not to allow more than the number of persons shown on page 2 to live at your home.

20 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 one month or more.

21 Building management (for homes in blocks)

To abide by:

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

- 21.2 any building rules and regulations which we introduce for the better management of the building or tenancies and which we notify to you, and
- 21.3 any reasonable instructions you receive from us relating to health and safety matters in the building.

Section 4 - Your rights

You have the following rights:

1 Right to occupy

- 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, the property manager and contractors).
- 1.2 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.
- 1.3 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.

2 Lodgers and subletting

- 2.1 You may take in a lodger only after first obtaining our prior written consent. When applying for consent you must also inform us of the name, age and gender of the intended resident, and of the part of your home they will occupy. We will not grant our consent where the proposed lodger or sublet of part would result in overcrowding (see Section 3, condition 19 above).
- 2.2 You are not permitted to sublet the whole or any part of your home or to grant an assured sub-tenancy of any part of your home.

3 Succession

- 3.1 If you die, certain people, who are specified in condition 3.4 below, may succeed to this tenancy. This condition will not apply if you have already succeeded to this tenancy (either under this condition 3.1 in this tenancy agreement, or similar succession conditions in a previous tenancy which we granted).
- 3.2 We will normally only allow one succession to a tenancy.
- 3.3 In some circumstances, where the succeeding tenant does not need adaptations or services provided at your home, or where your home is a property we have designated for specific client groups and the succeeding tenant is not a member of those client groups, we may offer a new tenancy of suitable alternative accommodation in place of the original property.
- 3.4 People entitled to succeed to this tenancy
 - 3.4.1 If you are a joint tenant and you die, then the tenancy may continue in the name of the remaining tenant.

- 3.4.2 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 only or principal home at the time of your death.

4 Right to exchange

- 4.1 You have the right to exchange this tenancy by way of assignment or surrender and regrant, with that of another qualifying tenant of a registered housing association or a local authority, subject to:

4.1.1 you first getting our consent in writing; and

4.1.2 each tenant involved in the exchange having the consent of their landlord.

- 4.2 You must not charge any premium in relation to an exchange of this tenancy.

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.

6 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.

7 Right to make improvements

You may make improvements, alterations and additions to your home including additions to, or alterations in, our installations, fixtures and fittings, or installation of a burglar alarm provided that you have first obtained our written consent and all other necessary approvals (for example, planning permission or building regulations approval). We shall 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. We will not generally consent to any applications to change the exterior of the building.

8 Right to purchase your home

You may have a right to acquire your home if you qualify under Section 180 of the Housing and Regeneration Act 2008 and related legislation (unless you live in sheltered housing or other housing excluded from that right).

9 Complaints

- 9.1 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 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.

- 9.2 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.

Section 5 – Ending the tenancy

1 Your ability to end the tenancy

- 1.1 If you wish to end this tenancy, you must give us at least one month's notice in writing. The notice must end on the last day of the calendar month.
- 1.2 Notice given by one joint tenant, whether with or without the knowledge or consent of the other joint tenant will end the tenancy.

2 Our ability to end the tenancy

- 2.1 You have security of tenure as an assured tenant so long as you occupy your home as your only or principal home.
- 2.2 We can end this assured non shorthold tenancy by getting a Court Order for possession on one of the Grounds contained in Schedule 2 to the Housing Act 1988 and any other grounds permitted by law. Details of the Grounds of Possession and the applicable notice periods can be obtained from us.

3 Injunctions and other measures

As well as seeking a possession or 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 your home for unlawful use. We may also apply for an injunction against an individual who engages in antisocial behaviour.

4 Cessation of assured tenure

You will remain an assured tenant so long as you occupy your home as your only or principal home. If the tenancy ceases to be an assured tenancy (for example if you stop living there as your only or principal home) we may end the tenancy by giving you at least one month's notice in writing.

5 End of tenancy and moving out

- 5.1 You agree to allow us, during the last month of the 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.
- 5.2 You agree to give us vacant possession, and return all of the keys of your home together with a forwarding address at the end of the tenancy, and to remove all furniture, personal possessions and rubbish and leave your home and our fixtures and fittings in good lettable condition and repair (subject to fair wear and tear). We do not accept any responsibility for anything you leave at your home at the end of the tenancy.
- 5.3 At the end of your tenancy you will be responsible for meeting all reasonable removal and/or storage charges when items are left at your home. We will notify you at your last known

address. If the items are not collected, you agree that we may dispose of the items and you will be liable for the reasonable costs of disposal.

Schedule of services