

WESTMORELAND SUPPORTED HOUSING LIMITED



ASSURED SHORTHOLD TENANCY AGREEMENT

THIS TENANCY AGREEMENT IS BETWEEN:-

Name and address of Landlord –

Westmoreland Supported Housing Limited, First Floor,
56 Radcliffe Road, West Bridgford, Nottingham, NG2 5HH

And

Name of Tenant –

In the case of joint tenants, the term tenant applies to each of them and the names of all joint tenants should be written above. Each tenant individually has the full responsibility and rights set out in this agreement.

Address of Tenant –

Description of Building –

**SUPPORT: This tenancy is granted to facilitate the provision of support for the tenant or a member of his or her household. The support to be provided by a care provider commissioned by a Local Authority or the National Health Service. The nature of the provision, and the tenant's obligations in relation to it, including, if applicable, any obligations to pay for it are set out in separate support agreement. Because the provision of support is fundamental to this tenancy, it shall be regarded as a breach of this tenancy if the tenant withdraws from or breaches the support agreement, and in the event of such a withdrawal or breach the Landlord may take steps to end the tenancy.*

The Tenancy

This Tenancy begins on –

For a period of 6 months and thereafter four weekly until brought to an end, this is an assured Shorthold Tenancy the terms of which are set out in this agreement.

1. GENERAL TERMS

It is agreed as follows:

- (i) The weekly rent for the premises, **inclusive** of service charge at the start of the tenancy shall be: - **£ per week**
- (ii) The weekly eligible service charge at the start of the tenancy shall be:- **£ per week**
- (iii) The weekly ineligible service charge (personal charge) at the start of the tenancy shall be:- **£ per week**
- (iv) The payment of rent and service charge is due as agreed on the Monday of every week.
- (v) As a condition of occupying this premises, it is acknowledged that it is an 'exempt property' in which special conditions apply. All housing benefit payments must therefore be paid direct to Westmoreland Supported Housing Limited.

Services:

- (i) The Landlord will provide the services set out in section 2 below headed “The Landlord’s Obligations” and will use reasonable endeavours to provide the services set out on the attached schedule. The Landlord may, after consulting with the Tenant affected, increase, add to, remove, reduce vary services provided.

Changes in Rent and Service Charges

- (i) The Landlord may in accordance with the provision of Section 13 and 14 of the Housing Act 1988 increase or decrease the rent giving the Tenant not less than one calendar month’s notice in writing. The notice shall specify the rent proposed which will be in line with the HCA’s rent standard. The revised rent shall be the amount specified in the notice of increase unless the tenant refers the notice to a Rent Assessment Committee to have a market rent determined. In that case the maximum rent payable for the following year shall be the rent so determined.
- (ii) The eligible and ineligible service charges shall be varied at any time after giving the Tenant not less than one calendar month’s notice in writing. The notice will specify the amount currently paid and the proposed change which will reflect the costs actually incurred in any calendar year.

Service of notices:

- (i) Notice is hereby given in accordance with the Section 48 of the Landlord and Tenant Act 1987 that the address of the Landlord for the receipt of legal notices and any other communication arising from this agreement is:

**WESTMORELAND SUPPORTED HOUSING LIMITED, FIRST FLOOR, 56
RADCLIFFE ROAD, WEST BRIDGFORD, NOTTINGHAM, NG2 5HH**

- (II) Any notice to the Landlord sent under or in connection with this Agreement shall be deemed to have been properly served if:
 - (i) sent by first class post to the Landlord's address given above;
 - (ii) left at the Landlord's address given above; or
 - (iii) If a notice is given in accordance with the methods referred to above, it shall be deemed to have been received:
 - (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by first-class post, on the second Working Day after posting; or
 - (c) if sent by email, at 9.00 am on the next Working Day after sending.

Altering the agreement:

- (i) With the exception of any changes in rent or service charges, this agreement may be altered only with the consent in writing of both tenant and Landlord.

2. THE LANDLORDS OBLIGATIONS

The Landlord agrees:

Possession:

- (i) To give the tenant possession of the premises at the start of the tenancy.

Tenant's right to occupy:

Not to interrupt or interfere with the tenants right to peacefully occupy the property except where:-

- (i) Access is required subject to reasonable notice to inspect the condition of the premises or to carry out repairs or other works to the premises or adjoining property.
- (ii) The Landlord is entitled to possession at the end of the tenancy.

Repair of Structure and Exterior:

To keep in good repair the structure and exterior of the Building including:

- (i) Drains, gutters and external pipes
- (ii) The roof
- (iii) Outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating.
- (iv) Internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards.
- (v) Chimney stacks and flues but not including chimney sweeping.
- (vi) Pathways, step or means of access.
- (vii) Plasterwork.
- (viii) Integral garages and stores.
- (ix) Boundary walls and fences.

Repair of Installations:

To keep in good repair and proper working order any installation provided by the Landlord in the Building for space heating and sanitation and for the supply of water, gas and electricity, including –

- (i) Basins, sinks, baths, toilets, flushing systems and water pipes.
- (ii) Electric wiring including sockets and switches, gas pipes and water pipes.
- (iii) Water heaters, fireplaces, fitted fires and central heating installations.

The Landlord is not required to

- (i) Carry out works or repairs for which the Tenant is liable by virtue of this agreement;
or
- (ii) Keep in repair or maintain anything which the Tenant is entitled to remove from the Premises or the Building.

Repair of Common Parts:

To take reasonable care to keep common parts of the Building, including their electric lighting in reasonable repair and for the use by the tenant and other occupiers of and visitors to the Building.

External Decoration:

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

Internal Decoration and Floor Coverings:

To periodically decorate walls, ceiling and woodwork and to replace floor coverings to the interior communal areas of the Building.

Succession to Partner:

On the death of a sole tenant who is not a successor, that the tenancy will pass to the tenant's partner (whether or not married to the tenant and including a same sex partner) under the provisions of the Housing Act 1988 provided that he or she occupies the Premises as his or her only principal home at the time of the tenant's death. A successor is –

- (I) A partner in whom the tenancy was vested under this clause, or
- (II) A person by whom the tenancy was inherited (see following clause) or
- (III) A person who would have been entitled to succeed had the previous tenant died and to whom the tenancy was assigned under clause 3 The Tenants Obligation – Assignment or
- (IV) A tenant survivorship when one or two or more joint tenants have died.
- (V) The Landlord recognition of the right of succession under this tenancy is without prejudice to the right of the Landlord to serve notice terminating the tenancy in accordance with clause 4 The Tenant's Rights – tenure, or cessation of an Assured tenancy.

Insurance:

The Landlord agrees either to insure or to procure that the head Landlord insures the Building (depending on the terms of any headlease) with a reputable insurance company and keep it insured during the period of this agreement and any time the Tenant remains in occupation of the Premises. The risks that will be covered are those normally found in a comprehensive insurance policy. The Landlord's insurance does not cover the Tenant's possessions. The Tenant is advised to insure the Tenant's own possessions with a reputable insurer. The Landlord shall make good any damage caused by an insured risk, unless the damage was caused by the wilful actions, negligence or default of the Tenant.

3. THE TENANT'S OBLIGATIONS

The Tenant Agrees:

Possession:

To take possession of the premises at the commencement of the Tenancy and not to part with possession of the premises or sub-let the whole or any part of it.

Rent:

To pay the rent and service charge every Monday as agreed.

Outgoing:

To meet all outgoings applying to the premises including water charges, gas, electricity and other costs whether metered or billed.

Use of Premises:

To use the premises for residential purposes as the tenants only or principal home and not to operate any business at the premises.

Nuisance:

Neither to cause or allow members of his or her household or visitors to cause a nuisance or annoyance to other persons in the neighbourhood or to any tenant, agent, employee or contractor of the Landlord.

Racial and Other Harassment:

Neither to commit, nor to allow members of his or her household or invited visitors to commit any harassment or threat of harassment on the grounds of race, colour, religion, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to the other persons in the neighbourhood or to any tenant, employee, agent or contractor of the Landlord.

Anti-Social Behaviour:

Neither to use or threaten to use violence against a person lawfully living in the Property; do anything which creates a risk of significant harm to a person lawfully living in the Property; engage or threaten to engage in conduct that is capable of causing nuisance or annoyance to a person living in the locality of the Property or engaged in lawful activity in the Property or in the locality of the Property (this includes loud music or other noise which can be heard outside the Property between 11pm and 7.30am or which will cause annoyance or annoy anyone at any other time); use or threaten to use the Property or any common parts that you are entitled to use under this Agreement for criminal purposes; put anything into the drains that may cause harm;

Smoking & Vaping

It is not permitted for any Tenant and/or guests to vape or smoke any form of tobacco or substance whilst on/in this property.

Drug Use

Possession of drugs and use of drugs are strictly forbidden. The possession of which is prohibited by statute, including but not limited to the Misuse of Drugs Act 1971. Failure to adhere to this may result in a charge being imposed and/or legal action being taken.

Equipment:

Neither to have any form of heating other than that we have provided (paraffin heaters, portable gas heaters, LPG and electric fires other than those we have provided are not allowed but electric oil-filled radiators are); nor to store any petrol or paraffin inside the Property; nor to leave the washing machine working when there is no-one in the Property; nor to block any flues or ventilators to the Property; not to put rubbish anywhere other than in the areas provided; nor to allow the gas, water or electricity to become disconnected (the Tenant must pay for reconnecting these if it was their fault they were disconnected); nor to place posters in the Property that are visible from outside the Property or that will cause damage to the Property; not to allow smoking in the Property.

Noise:

Neither to play or allowed to be played any radio, television, CD or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood or can be heard outside the premises between the hours of 11.00pm and 7.30am.

Pets:

To keep under control any animals kept at the premises and not to keep any animal without the written permission of the Landlord in consultation with the support provider.

Internal Decoration and Floor Coverings – Shared Houses:

To keep the interior of the premises (personal and communal spaces) in a good and clean condition and to decorate walls, ceilings and woodwork within all personal areas (i.e., bedrooms) as often as necessary to keep them in good decorative order. The tenant will also be responsible for replacing floor coverings in personal areas.

Internal Decoration and Floor Coverings – Private Flats:

To keep the interior of the premises in a good and clean condition and to decorate all walls, ceilings and woodwork as often as necessary to keep them in good decorative order. The tenant will also be responsible for replacing all floor coverings.

Damage:

To make good any damage to the premises or the Landlords fixtures and fittings or to the common parts caused by the tenant or members of the tenants' household or any visitors to the premises, fair wear and tear excepted, and to pay any costs incurred by the Landlord in carrying out such works in default.

Reporting Disrepair:

To report to the Landlord promptly any disrepair or defect for which the Landlord is responsible in the premises or the common parts.

Access:

To allow the Landlords employees or contractors acting on behalf of the Landlord access at reasonable times and subject to reasonable notice to inspect the condition of the premises or to carry out repairs or other works to the premises or adjoining property. (The Landlord will normally give at least 24 hours' notice, but more immediate access may be required in an emergency).

Roadways:

Not to block local roadways and other vehicular access and to keep them, and car parking spaces clear of roadworthy vehicles and other obstructions.

Assignment:

Not to assign the tenancy except in furtherance of a court order or with the written consent of the Landlord to someone that would have qualified under Clause 2 The Landlords Obligation – Succession: above to succeed to the tenancy and the tenant died.

Overcrowding:

Not to allow any persons to reside at the premises without the Landlords written consent.

Guests:

Before taking in any guests to inform the Landlord if the stay is to be for more than 1 night. Permission not to be unreasonably withhold.

Sub-Letting:

Not to grant a sub tenancy of the premises or any part of the premises.

Absence from Premises:

To inform the Landlord in writing, and if possible in advance, if the tenant expects to be absent from the premises for more than 7 days.

Ending the Tenancy:

To give the Landlord at least 4 weeks' notice in writing when the tenant wishes to end the tenancy, such notice should state that the notice period ends on the Sunday after the 4 weeks' period ends. The 4 weeks' period will commence on the Sunday after the notice is served (unless it is served on a Sunday when it will commence on that date).

Moving Out:

To give the Landlord vacant possession and return the keys of the premises at the end of the tenancy and to remove all personal furniture, personal possessions and rubbish and leave the premises and the Landlords fixtures and fittings in good condition and repair ready to re-let. Any possessions left in the property will be deemed not wanted and disposed of.

Support:

The Tenant must engage with the support provided from the nominated support provider and the Landlord. This is a condition of occupancy and failure to engage in the support provided will be a breach of this agreement. Housing Benefit must be paid directly from the respective Housing Benefit department directly to Westmoreland Supported Housing Limited. This is seen as a supportive measure to assist the tenant to budget accordingly and is also a condition of occupancy, and by taking occupation of the Premises you are giving permission for payments to be made directly to the Landlord.

Costs:

The Tenant is liable to pay for:

- (i) damage to doors and windows if the police break into the Building and/or Premises as a result of criminal activity by the Tenant or any person they have invited into the Building and/ or Premises or who is permitted to live there
- (ii) The treatment of fleas, ants, mice, wasp's nests and other pests unless it can be proved that these are as a result of the Landlord being in breach of his repairing obligations or pre-date the start of this Agreement
- (iii) The Landlord's call -out charges incurred for:
 - a. visiting the Building and/or the Premises resulting from changes to the alarm code not notified to the Landlord or the Tenant's friends or relatives not knowing the code or because the Tenant has locked themselves out of the Building and/or the Premises;
 - b. If the Tenant wrongfully requests a workman to attend the Building and/or Premises or to cover workmen's call-out charges in the event that the Tenant fails to keep an appointment.

Utilities

The Tenant is responsible for reconnecting or resuming utility or other services where they have been cut off, either by default of payment or specific instruction, whether during or at the end of the tenancy or, damage caused to alarms or lights at the Property due to a lack of electricity supply, if the lack of electricity supply was caused by the Tenant.

Default by Tenant

The Landlord reserves the right to re-enter the Property if:

- (a) the Rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;
- (b) the Tenant is declared bankrupt under the Insolvency Act 1986;
- (c) the Tenant has breached the agreement; or
- (d) any of the Grounds 2, 7 (in England only), 7A, 7B (in England only), 8, 10-15 and 17 set out in Schedule 2 of the HA 1988 apply.

This clause does not affect any rights of the Tenant under the Protection from Eviction Act 1977. The Landlord cannot evict the Tenant without a court having first made an order for possession.

If the Landlord re-enters the Property pursuant to this clause, then the Tenancy shall immediately end. Any right or remedy of the Landlord in respect of any breach of the terms of this agreement by the Tenant shall remain in force.

If the Tenant breaches this agreement or fails to fulfil any of its obligations under this agreement, the Tenant shall pay any reasonable costs properly incurred by the Landlord in remedying such breaches or in connection with the enforcement of those obligations.

4. THE TENANT'S RIGHTS

The Tenant Has the Following Rights:

Right to Occupy:

The tenant has the right to occupy the premises without interruption or interference from the Landlord for the duration of this tenancy (except for the obligation contained in this agreement to give access to the Landlord's employees or contractors) so long as the tenant complies with the terms of this agreement and has proper respect for the rights of other tenants and other persons in the neighbourhood.

Tenure:

The tenant shall remain an assured shorthold tenant for the duration of the tenancy so long as he or she occupies the premises as his or her only or principal home. So long as the tenancy remains an assured shorthold tenancy the Landlord may end it, only by, obtaining a court order for possession of the premises –

- (i) On one of the grounds listed in Schedule 2 to the Housing Act 1988. Or
- (ii) Because the Landlord has served 2 months' notice, requiring possession of the premises, such notice not to expire within 6 months of the commencement of this tenancy.

Cessation of Assured Shorthold Tenancy:

If the tenancy ceases to be an assured shorthold tenancy the Landlord may end the tenancy by giving four weeks' notice in writing to the tenant.

Right to Consultation:

The Landlord shall notify the tenant before making any changes in matters of housing management or maintenance that is likely to have a substantial effect on the tenant.

Right to Information:

The tenant has a right to information from the Landlord about the terms of this tenancy and about the Landlord's repairing obligations, the policy and procedure on tenant consultation, housing allocation and transfers, and the performance of the Landlord.

Complaints:

The Landlord shall establish a procedure for dealing with complaints raised by the tenant on any matter arising from this tenancy. The Landlord shall provide details of the scheme at the beginning of the tenancy and inform the tenant of any changes. If still dissatisfied after the complaints procedure has been exhausted the tenant has the right to refer the matter to the Independent Housing Ombudsman.

Succession to Partner:

This accommodation is supported exempt accommodation in Housing Benefit Terms and is therefore available only to those persons in receipt of care and support. Provision of succession under the Housing Act 1988 is expressly omitted from this tenancy.

5. THE LANDLORD'S RIGHTS

The Landlord reserves the right for the Landlord, or any person acting on behalf of the Landlord, to enter the Property on giving at least 24 hours' prior notice in writing to the Tenant:

- (e) to inspect the condition and state of repair of the Property;
- (f) to carry out the Landlord's obligations under this agreement;
- (g) to carry out repairs or alterations to the next door premises;
- (h) to take gas, electricity or water meter readings;
- (i) to inspect the Property for the purpose of preparing an EPC and Recommendation Report for the Property or the building of which it forms part and the Tenant shall co-operate with the Landlord so far as is reasonably necessary to enable an EPC and Recommendation Report to be obtained;
- (j) for any purpose mentioned in this Tenancy or connected with the Landlord's interest in the Property or any other property; and
- (k) to show prospective tenants or purchasers around the Property.

The Landlord has the right to retain a set of keys to the Property which shall only be used with the prior consent of the Tenant (except in an emergency).

The Landlord reserves the right to display a "for sale" or "to let" sign on the Property in the last two months of the Tenancy.

6. EXPIRY OF THE TENANCY

At the end of this Tenancy (howsoever determined), the Tenant shall return the Property and the contents to the Landlord in the condition required by this agreement.

If the Landlord allows the Tenant to remain in the Property after the Term has expired then a statutory periodic tenancy shall arise under section 5(2) of the Housing Act 1988 on a monthly basis. To end the periodic tenancy, the Tenant shall give the Landlord at least one month's notice in writing. The notice must end on the day before the rent is due.

The Landlord has the right to recover possession of the Property if:

- (l) the Term has expired;
- (m) the Landlord has given two months' notice to the Tenant of the Landlord's intention to recover possession of the Property; and
- (n) at least six months have passed since the date of this agreement.

The Tenant shall provide the Landlord (or its legal advisers or agents) with a forwarding address once the Tenancy has come to an end which the Landlord or its legal advisers or agents can provide to the Interested Persons PROVIDED ALWAYS THAT the Landlord (and its legal advisers and agents) agree not to provide details of the Tenant's forwarding address unless they are satisfied, acting reasonably and properly, that the person requiring the address is a duly authorised official or employee of the organisation in question and has supplied written evidence of their authority.

The Tenant shall remove all personal possessions from the Property once the Tenancy has ended. If any of the Tenant's personal possessions are left at the Property after the Tenancy has ended, the Landlord shall remove and store the possessions for a maximum of one month. The Landlord shall take reasonable steps to notify the Tenant at the last known address. If the items are not collected within one month, the Landlord may dispose of the items.

**WESTMORELAND SUPPORTED
HOUSING LIMITED**

ASSURED SHORTHOLD TENANCY AGREEMENT

NAME OF TENANT: _____

ADDRESS OF TENANT: _____

SIGNED ON BEHALF OF THE LANDLORD:

SIGNED BY THE TENANT OR ON THE TENANTS BEHALF:

IF SIGNING ON THE TENANTS BEHALF PLEASE PRINT NAME & STATE IN WHICH CAPACITY YOU ARE SIGNING

The individual lacks the capacity to sign their tenancy agreement, as evidenced by a mental capacity assessment. Following a Best Interests Meetings under the Mental Capacity Act 2005, this tenancy and property have been deemed suitable for the tenant and their needs, and it is in their best interest to enter into this tenancy agreement with Westmoreland Supported Housing Limited.

DATE: _____

The Schedule

- Setting and collecting rents, keeping records of tenant's accounts, dealing with rent arrears as required.
- Liaison with Housing Benefit teams, support providers, social workers and any other providers of services to each household.
- Provision of support and supervision in conjunction with the Care Provider as detailed in the service level agreement between those parties
- Handling referrals from outside agencies.
- Discussing housing and tenancy issues with the customer's advocates, CP staff and social workers
- Dealing with tenant disputes supporting CP in dealing with behavioural issues.
- Support customers to fulfil the terms of their tenancy agreements
- Complete housing benefit forms and deal with all related correspondence and queries to ensure claims are in payment
- Discuss individual financial circumstances and ensure any eligible payments are made
- Organising property compliance contracts as necessary
- Bookkeeping and accounts relating to each property
- Keeping communal areas furnished, assessing damage and wear and tear to furniture and fittings and organising replacements as and when necessary, through the administration of a sinking fund.
- Ensuring that the properties are kept to a reasonable appearance and organising re-decoration of the interior and exterior as and when necessary.
- Ensuring that where fire-fighting equipment is necessary, that it is maintained and replaced as necessary.
- Working with Local Authorities, NHS and customers to organise adaptations through DFG grants, to allow customers to stay in their home.
- Organising gardening services and grounds maintenance to the properties.
- Organising window and gutter cleaning services where tenants are unable to do this themselves.
- Insuring the buildings.
- Administration and record keeping of service charge expenditure for the property
- Producing easy read documents for the tenants including an easy read tenancy agreement
- The provision of a 24-hour repairs service for customers, appointees and Care Providers.
- Dealing with tenant drug-related issues and anti-social behaviour, liaising with the relevant organisations.
- Managing a sinking fund for future planned maintenance work
- Any other services which the Landlord wishes to provide (acting reasonably) for the purposes of good tenancy and estate management.