



cartrefi gwell, dyfodol disglair
better homes, brighter future

Combined Starter and Assured tenancy agreement- new tenants

You may complete either an English or a Welsh language tenancy agreement

THIS TENANCY AGREEMENT IS BETWEEN

Your Landlord's name, address and details Tai Ceredigion Cyf

('we' 'us' or 'our') of Unit 4, Pont Steffan Business Park, Station Road, Lampeter, Ceredigion SA48 7HH

We are registered with the National Assembly for Wales under section 3 of the Housing Act 1996 as a Social Landlord (registration number L151). We are also an Industrial and Provident Society (an exempt charity) registered number [30701R].

Name of Tenant

and
.....
.....

('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')

Description of your home

which comprises
.....
.....

Charitable status

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

Support Agreement and its link to this Tenancy Agreement

Where this tenancy agreement is granted to facilitate the provision of support for you or a member of your household: the nature of this provision, and your obligations in relation to it, including, if applicable, any obligation to pay for it, are set out in a separate support agreement. Because the provision of support is fundamental to this tenancy, it shall be regarded as a breach of this tenancy if you withdraw from or breach the support agreement, and in the event of such a withdrawal or breach we may take steps to end the tenancy.

Payments for your home

The weekly payments for your home at the start of this tenancy are made up of rent inclusive of service charges:

(i) rent of £

(ii) If applicable, rent arrears of £ payable at £ per week

Inclusive Service charge

£
£
£

Water and sewerage charge

£

Supporting People Charge

£

Total weekly payment

£

Permitted number to avoid Overcrowding

The maximum number of people allowed to live at your home is

The tenancy

Your tenancy agreement is (delete option) an assured shorthold / an assured tenancy as explained below and by our housing officer on sign up.

This assured tenancy begins on for a week and thereafter weekly until brought to an end, and it is an assured non-shorthold tenancy the terms of which are set out in this tenancy agreement. It can be Demoted to an assured shorthold tenancy by a Court if we apply for an order to do so under the Housing Act 1988 as amended by the Anti Social Behaviour Act 2003.

OR

This tenancy is a weekly assured shorthold tenancy (called a "Starter Tenancy" in this tenancy agreement) and begins on (the "Commencement Date"). The terms are set out in this tenancy agreement.

- 1 The Starter Tenancy will automatically convert to an Assured Tenancy on (the twelve month anniversary of the Commencement Date) referred to as the "Conversion Date". We will send you a letter confirming this.
- 2 The Starter Tenancy will not automatically convert to an Assured Tenancy on the Conversion Date where:
 - 2.1 proceedings for possession have begun against you; or
 - 2.2 we have served a Notice under section 21 of the Housing Act 1988 that we require possession and we issue

proceedings for possession within two months of the expiry of the Notice.

3 Where clause 2 above applies, your tenancy will continue as a Starter Tenancy until:

3.1 two months from the expiry of the Notice under Section 21 of the Housing Act 1988 (if no proceedings are issued within that time);

3.2 the day after any proceedings are determined (if no possession order is made); or

3.3 the tenancy is ended by a Court Order for possession.

In this tenancy agreement, reference to "this tenancy" applies whether it is a Starter or an Assured Tenancy except where provisions/terms are expressly described as referring to a Starter or an Assured Tenancy only.

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.

I have been told that my tenancy is an assured shorthold tenancy (called a Starter tenancy) / Assured tenancy [delete as appropriate].

Signed by the Tenant (If this is a joint tenancy, each joint tenant should sign)

Tenant 1
.....

Tenant 2
.....

Tenant 3
.....

Tenant 4
.....

Date.....

We are subject to any guidance on housing management practice issued by the National Assembly for Wales and this tenancy is one to which that guidance applies.

SECTION 1 - GENERAL TERMS

It is agreed between us as follows:

1 Payments for your home

- 1.1 The weekly rent (inclusive of service charges) and other charges connected to your home at the start of the tenancy are set out on page 2.
- 1.2 The payment of rent (inclusive of service charges) and other charges as set out at the start of this tenancy agreement are due in advance on the Monday of each week.

2 Payment of arrears

If you have any rent arrears (inclusive of service charges) and other charges due when this tenancy is granted you agree to pay off those arrears by the weekly instalments shown on page 2. If you do not make the payments, we may start court proceedings to recover the arrears and this may include a possession order to end this tenancy.

3 Services

- 3.1 We shall provide the services set out on page 2 for which you shall pay a service charge. These are variable service charges and are part of your rent. These charges only apply to your home if an amount has been entered against a service on page 2 and can be varied under condition 5.
- 3.2 We may, after consulting the tenants affected, increase, add to, remove, reduce, or vary the services provided or charges to the services or introduce new services. [subject to review of service charges query]

4 Changes in rent

- 4.1 We will change your rent on the first Monday in the April following the Commencement Date of your tenancy by no more than the current rent plus the percentage amount announced for Social Housing rents changes by the Welsh Assembly Government in the previous December/January(the "First Rent Change"). We will give you not less than 4 weeks notice in writing.
- 4.2 After the First Rent Change we can change the rent if we give you at least four weeks' notice in writing of the change. If we change your rent the amount of any change will be set in line with Welsh Assembly Government guidance on Social Housing rents or any replacement guidance for registered social landlords. Any change in rents will be made in accordance with Sections 13 and 14 of the Housing Act 1988. We can decrease the rent at any time and will advise you in writing if we do so.

5 Changes in Service Charges

- 5.1 With effect from the first Monday in April after this tenancy is granted we may vary your service charge (if it applies) at any time if we give you at least 4 weeks notice in writing, but not more than once a year unless there is a change in the services provided. Water service charges are calculated differently and variations are set out in clause 7 below.

- 5.2 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.
- 5.3 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 may increase your new service charge.
- 5.4 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 months of receiving it, to examine the service charge accounts, receipts and other documents relating to them and to take copies or extracts from them. We may make a small charge to cover the cost of any copying.
- 5.5 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 Leasehold Valuation Tribunal for a decision as to what is reasonable.

6 Supporting People Charge (where applicable)

6.1 If we provide you with support services (indicated by a charge for 'Supporting People' services on page 2 of this tenancy agreement) then those services may include the provision of general counselling and support in relation to all or any of the following:

- Paying the rent
- Maintaining the security of your home
- Maintaining the safety of your home
- Standard of conduct required
- 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)

We may vary the support and counselling fees at any time by giving you at least 4 weeks notice in writing of the new charge. We will usually do this when we change your rent each year.

6.2 You agree to accept the level of support services made available to you in order to ensure the necessary standard of independence is achieved.

6.3 If, instead of Tai Ceredigion providing you with support services, another support provider provides you with such support services as are listed in condition 6.1, then you shall be responsible for

- entering into a separate agreement with that support provider with respect to the provision of those support services and
- where charges are payable to pay for those support services in accordance with that separate agreement and
- to make those payments in addition to paying any rent or service charge which is payable in accordance with this tenancy agreement.

6.4 These type of services are mainly provided to elderly tenants in specially allocated properties.

7 Water and Sewerage Charges

7.1 We collect water and sewerage charges on behalf of Welsh Water. Where the amount payable is filled in on page 2 the Water and Sewerage Charges are payable to us as a condition of this tenancy agreement until such time as we serve notice upon you to make payments direct to Welsh Water or other replacement supplier.

7.2 We are not responsible for the quality, supply or upkeep of the water services supplied by Welsh Water to your home, our only responsibility is for collection of payments.

7.3 We may increase or decrease the Water Charges at a rate to be determined by Welsh Water. We will send you a notice of the revised amount that you have to pay to us at the same time we notify you of any change in Rent.

8 Service of notices

8.1 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:

Tai Ceredigion Cyf
Unit 4, Pont Steffan Business Park
Station Terrace
Lampeter
Ceredigion
SA48 7HH

8.2 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 the property to which this tenancy agreement relates or your last known address according to our records..

9 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 us.

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 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 at the end of the tenancy.

3 Repair of structure and 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 chimney 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 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 showers supplied by us
- 4.3 electric wiring including sockets and switches, gas pipes and water pipes

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

5 **Repair of common parts**

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

6 **External decorations**

To keep the exterior of your home and any common parts in a good state of decoration and normally to decorate these areas once every 5 to 7 years depending on need.

7 **Succession - general**

7.1 If you die it may be possible for someone to take over your tenancy but this right depends on whether the tenancy is an Assured or Assured shorthold (Starter) tenancy at the time of your death. The conditions are set out in section 4 and 5 – Your Rights.

7.2 If you have exchanged your Assured Tenancy which was granted on the transfer of your home from Ceredigion County Council to us (the “Transfer”), we will not take into account any successions before the date of the Transfer.

7.3 We will normally only allow one succession where this right applies. We may allow further successions at our discretion.

7.4 In certain circumstances, if the property is larger than the needs of the successor or has been provided or adapted for an elderly or disabled person and the successor is not elderly or disabled, the successor will be offered suitable alternative accommodation.

8 **Housing management**

To provide you with information on our housing management policies as required by the guidance issued by the National Assembly for Wales.

SECTION 3 - YOUR OBLIGATIONS

You agree:

1 **Possession**

To take possession of your home at the start of the tenancy and to occupy it as your only or principal home, not to part with possession of your home nor to cease to occupy it as your principal home nor sub-let the whole of it.

2 **Rent and Supporting People Charge**

To pay the rent inclusive of service charges, the other charges set out on page 2 and the Supporting People Charge (if this applies) weekly in advance.

3 **Outgoings**

- 3.1 To meet all outgoing costs applying to your home including Council Tax and electric and other costs whether metered or billed.
- 3.2 To pay to us the Water and Sewerage charges set out on page 2 and as varied from time to time.

4 **Use of your home**

- 4.1 To use your home for residential purposes only and as your only or principal home and not to operate any business at your home unless you have our written permission to do so. We will not withhold our permission unreasonably but we may refuse or withdraw permission where your business activities cause a nuisance or annoyance to other persons in the neighbourhood.

5 **Garden**

- 5.1 You must keep the garden and any land associated with your home tidy by keeping it free of rubbish and by cutting lawns, trimming trees and hedges. You must not store rubbish, disused motor vehicles, household furniture or appliances in your garden area.
- 5.2 You must not remove, replace or plant any hedge, fence or tree at your home unless you have our written permission. We will not unreasonably refuse our permission.
- 5.3 You must not take down, replace, build or renew any fence or wall unless you have our written permission. We will not unreasonably refuse our permission.
- 5.4 You must not build or put up any structures such as garage, parking area, shed, greenhouse, outbuilding on your home without our written permission. Any structure you put up will be your responsibility and we will not have to maintain or repair it.

6 **Drugs and other offences**

Neither to use nor to allow anyone else to use your home for any unlawful purpose including, but not limited to, keeping, dealing in and/or consuming illegal substances, including controlled drugs (as defined in the Misuse of Drugs Act 1971).

7 **Nuisance**

Neither to cause, nor to allow members of your household or visitors to cause, a nuisance or annoyance to other persons in the neighbourhood or to any of our tenants, agents, employees, contractors or Board members who are in the locality on business for Tai Credigion Cyf.

8 **Racial and other harassment**

Neither to commit, nor to allow members of your household or invited visitors to commit, any harassment, or threat of harassment, on any ground including on grounds of race, colour, religion, age, sex, sexual orientation disability or nationality that may interfere with the peace and comfort of, or cause offence to, other persons in the neighbourhood or to any of our tenants, employees, agents or contractors or Board members.

9 **Noise**

Neither to make, nor to allow to be made in or around your home (including your garden and any shared areas) or in the neighbourhood of your home, any noise so loud that it causes a nuisance or annoyance to other persons in the neighbourhood particularly between the hours of 11pm and 7.30am. This includes noise from any radio, television, music, computer or console game or similar devices, singing, shouting, arguing, slamming doors, barking dogs and DIY activities.

10 **Pets**

10.1 You must not keep or allow to be kept at the property any animals which through noise, number, behaviour or smell, frightens, causes nuisance or annoyance to other tenants or to any other tenants or to any other persons in the local area or which causes damage to your home or any other property.

10.2 Provided you live in a house, bungalow or flat with its own access to the ground floor, we will normally allow you to keep the usual domestic pets in your home.

“Pet” includes a dog, cat, (up to a maximum of two dogs or cats) small caged bird, rodent. Rabbit, non-venomous insects and small non-venomous reptiles or fish.

If you want to keep more than the two dogs or cats or more than the usual reasonable number of domestic pets you must first get our written permission and such permission shall not be unreasonably withheld.

10.3 We do not allow you to keep dogs, with the exception of assistance dogs, or livestock in flats, sheltered accommodation or flats with a communal entrance. If you wish to keep any other type of “Pet”, as defined in the previous paragraph, in these circumstances you must first get our written permission.

10.4 We will allow you to bring a dog or cat to live with you if they were your pet before moving into the sheltered accommodation provided by this tenancy agreement. You will not have our consent automatically to a replacement dog/cat upon the death of your dog/cat.

10.5 You, your household and your visitors must:

- keep all animals under control at all times;
- not allow any animals to annoy or be a nuisance or danger to neighbours or to any visitors to your home;
- not allow animals to damage your home;
- ensure that your dog is kept on a lead and is accompanied by you or a responsible member of your household when in communal or public areas;
- not allow your dog to foul any garden or any shared area such as gardens, areas where children may play, balconies, passageways, walkways, access ways, footpaths or staircases;

- make proper arrangements to care for your animals if you are going away;
- not dig a fishpond in your garden without written permission. If we grant permission, you must agree to fill in the pond properly if you move out of the property or we will charge you the reasonable cost of the work to do so;
- not keep hens, an aviary or pigeon loft in your garden without our written permission; and
- seek written permission to keep exotic pets.

10.6 If any part of clause 10 is broken we will serve a notice on you to remove any animal from your home as soon as reasonably practicable and on a permanent basis.

10.7 If the number of animals kept at your home is unreasonable in all the circumstances, we can serve a notice on you to remove some or all of them permanently failing which we would apply for a court order requiring you to do so or requesting a possession order.

11 **Dangerous substances and Firearms**

11.1 Not to keep or use in your living accommodation any dangerous or potentially dangerous substance not usually connected to domestic use. Where you use bottled gas for cooking or heating (or other dangerous substance for domestic use) it must be stored safely and wherever possible outside your living accommodation.

11.2 Not to keep firearms or explosive devices in your homes and/or on the premises unless you have a lawful permit to do so.

12 **Internal decoration**

To 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.

13 **Damage**

To make good any damage to your home or our fixtures and fittings or to the common parts caused by you or any member of your household or any visitor to your home (we will take into account fair wear and tear) and to pay any reasonable costs reasonably incurred by us in carrying out such works if you do not. When you report to us that glass in doors or windows of your home is broken we will replace it for you but you may be liable for our reasonable costs of so doing if you are responsible for the damage we would accept a relevant crime reference number as proof that you are not responsible for it.

14 **Reporting disrepair**

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

15 **Access**

15.1 To allow our employees or contractors acting on our behalf access at reasonable times and subject to reasonable notice in writing to inspect the condition of your home or any installations or to carry out repairs or other works to your home or adjoining property (we will normally give at least 24 hours' notice in writing but more immediate access may be required in an emergency).

15.2 We may require you to vacate your home, possibly overnight or for a longer period, on a temporary basis but only where this is necessary to enable us to carry out essential works or repairs. We would provide you with reasonable alternative accommodation for this period and meet your reasonable expenses incurred whilst you were living away from your home.

16 **Roadways**

16.1 Not to block local roadways or other access ways.

16.2 Not to keep unroadworthy and/or untaxed (including SORN) and/or unlicensed, vehicles on car parking areas owned by us;

16.3 Not to park vehicles on grass verges, communal gardens, open communal spaces and/or similar pieces of land in the locality of your home.

16.4 Not to store or allow motor homes, caravans, boats, business or commercial vehicles over a tonne in weight to be kept or stored at your home.

16.5 Not to carry out or permit major car repairs to be carried out on a frequent basis on pathways, roadways or communal areas.

17 **Assignment**

Not to assign the tenancy except pursuant to a court order or with our written consent when exercising the right to exchange as an Assured tenant as set out in Section 5 condition 4 or assigning the tenancy to someone who would have been qualified under Section 4 condition 3.9 to succeed to the Assured tenancy if you had died.

18 **Overcrowding**

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

19 **Lodgers**

To tell us on request of the name, age and sex of the intended lodger and of the accommodation he or she will occupy. Your rights as to taking in lodgers and sub-letting part of your home are set out in Section 5 condition 1 of this agreement and only applies if your tenancy is an Assured tenancy.

20 **Sub-letting**

20.1 Not to grant a sub-tenancy of the whole of your home.

20.2 Not to grant a sub-tenancy of any part of your home without first obtaining our prior written consent. We will not refuse consent unreasonably.

21 **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 six weeks or more.

22 **Ending the tenancy**

To give us a minimum of four weeks' notice in writing when you wish to end the tenancy.

23 **Moving out**

23.1 When you move out you must return the keys to your home at the end of the tenancy and remove all furniture, personal possessions and rubbish. You must make sure that no one who was living with you in the property stays in the property after you have left. You must leave your home and our fixtures and fittings in a lettable condition and repair (subject to fair wear and tear).

23.2 We do not accept any responsibility for anything you leave at your home at the end of your tenancy. Therefore you must take everything with you. If you leave anything behind which has a value (i.e. someone else would buy it) we may remove it and store it for a maximum of one month. We will notify you at the last known address we have for you if we have done this. If the items are not collected within one month we will dispose of the items and you will be liable for the reasonable costs of disposal over and above the value obtained from selling the item(s).

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 or contractors and/or to vacate your home temporarily pursuant to condition 15.2 on page 13).

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

2 **Security of Tenure for Starter or Assured Tenancy**

2.1 You are a Starter or an Assured Tenant with security of tenure as long as you live in your home as your only or principal home. We can only end the tenancy by obtaining a court order for possession as in Schedule 6 or if Clause 2.2 below applies

2.2 If you stop living in your home as your only or principal home, your tenancy may stop being a Starter or an Assured tenancy. If your tenancy does stop being a Starter or an Assured tenancy, we may end your tenancy by giving you four weeks' notice in writing

and obtaining a court order for possession unless you have abandoned or surrendered your home.

3 **Succession Rights**

3.1 On your death someone living with you may have the right to take over your tenancy when you die. This rights differs depending on whether you have a Starter Tenancy or an Assured Tenancy and whether you are a successor.

3.2 Whether your tenancy is a Starter or an Assured Tenancy you are a successor if:

3.2.1 you were a joint tenant and have become the sole tenant;

3.2.2 you gained this tenancy as a result of an exchange of tenancies and you were a successor under your original tenancy;

3.2.3 you gained this tenancy as a result of a court order relating to matrimonial proceedings and your spouse was a successor; or

3.2.4 you gained this tenancy by a right to succession following the death of the previous tenant or under the will or intestacy of the previous tenant.

3.3 **Succession on death of Joint Tenant**

If you are joint tenants, the surviving joint tenant will take over the tenancy as a sole tenant on condition that they occupied your home as their only or principal home at the time of your death. There are no further statutory rights of succession after this.

3.4 **Succession on Death of Sole Tenant**

If you are a sole tenant and are not a successor (as defined above), one of the following persons has a right to succeed to this tenancy:

3.4.1 your spouse/civil partner, or a person living with you as your spouse (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death; or

3.4.2 if you have no surviving spouse/civil partner or a person living with you as your spouse, a member of your family (this can be a parent, grandparent, child, grandchild, brother, sister, uncle, aunt, nephew, niece and applies to relations by marriage, half blood, stepchildren and children born outside of marriage) may succeed as long as :

(i) this tenancy is an Assured Tenancy and is not a Starter Tenancy; and

(ii) they occupied your home as their only or principal home ;and

(iii) they lived with you throughout the period of 12 months ending with your death.

3.4.3 The right of succession for Starter tenants is limited to your spouse/civil partner, or a person living with you as your spouse (including same sex partners) provided that they occupied your home as their only or principal home at the time of your death.

3.5 **Underoccupation/Unsuitability**

If a member of your family succeeds to your Assured tenancy and this results in your home being underoccupied or unsuitable (for example, special adaptations installed but would no longer be required) we will offer that person alternative accommodation. We may apply for a court order under Ground 7 of Schedule 2 of the Housing Act 1988 in these circumstances.

3.6 **Disputes**

3.6.1 If there is more than one person entitled to succeed as your spouse they will be entitled to agree who should succeed. In the absence of an agreement the matter should be referred to the County Court who will decide who will succeed to the tenancy.

3.6.2 If more than one member of your family has the right to succeed the Assured tenancy they should agree who will claim it. If they cannot agree, they should all make a claim and we will decide to whom we will offer the Assured tenancy. When we have decided we will tell everyone involved the person to whom we will offer the Assured tenancy.

3.7 **Notification of Death of Tenant**

The successor or potential successor(s) must notify us in writing of your death within a month together with any details, where applicable, of any agreement reached or ongoing dispute requiring a decision to be made as set out in the Dispute clause 3.6 above.

3.8 **Additional Successions**

If there has already been a succession to the Assured tenancy, we will consider sympathetically those cases where the surviving person has been living with the deceased tenant for a long time or has special needs. Any request made under this clause will always be subject to our current allocations policy.

3.9 **Right to Assign to a Qualifying Successor**

You have the right to assign your Assured tenancy to a person who would qualify to succeed to the Assured tenancy upon your death. An example of where an assignment is used is where the original Assured tenant moves into residential care accommodation leaving a Member of your Family entitled to succeed as an Assured tenant (subject to Clause 3.2 above). This right is not available to a Starter Tenant.

4 **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.

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 **Complaints**

We have a procedure for dealing with complaints you raise on any matter arising from this tenancy. The procedure shall operate in accordance with the requirements of the National Assembly for Wales as laid down from time to time. We shall provide you with details of the procedure at the beginning of the tenancy and inform you of any changes.

If you are still dissatisfied after the complaints procedure has been exhausted, you have the right to refer the matter to the Public Services Ombudsman for Wales.

SECTION 5 - EXTRA RIGHTS FOR ASSURED TENANTS (NOT STARTER TENANTS)

In addition to the rights set out in section 4 Assured Tenants have the following extra rights not available for Starter Tenants

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

1.1 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 when your tenancy is an Assured Tenancy).

1.2 As long as you first get our written consent, you may sublet part of your home. We will not refuse consent unreasonably.

2 **Right to make improvements**

You may make improvements, alterations and additions to your home including putting up a shed, a television aerial, satellite dish, solar panels or wind turbines, external decoration and additions to, or alterations in, our installations, fixtures and fittings, provided that your tenancy is an Assured Tenancy and 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 refuse 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 **Compensation for improvements**

You have the right to claim compensation for certain improvements which you have made to your home after a certain date when your tenancy is an Assured Tenancy. 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 exchange

4.1 You have the right to exchange this Assured tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing association or a local authority subject to first getting our written consent. We will only refuse consent in the same circumstances where a council landlord would be able to refuse consent.

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

5 Preserved Right to Buy

5.1 If you have exchanged your Assured tenancy for this one and were previously a former secure tenant of Ceredigion County Council at the time of the Housing Stock Transfer to Tai Ceredigion Cyf in 2009 and as long as you qualify under the legislation, you have the preserved right to buy your home under the Housing Act 1985 and the Housing (Preservation of Right to Buy) Regulations 1993 as amended.

5.2 The Preserved Right to Buy is not granted by this tenancy agreement to a tenant of ours whose assured tenancy is granted after the completion of the transfer of the Council's housing stock to us.

6 Right to acquire

As an assured tenant of Tai Ceredigion you also have the right to acquire your home under the Housing Act 1996, as long as you qualify under the legislation, unless you live in sheltered housing or other housing excluded from this right by that legislation, in which case you will not be able to exercise this right.

7 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.

SECTION 6 – GROUNDS FOR POSSESSION

For Starter Tenancy

1 Your Starter Tenancy can be brought to an end by a court order for possession either under Section 21 of the Housing Act 1988 or one of the grounds in schedule 2 of the Housing Act 1988 as set out in Section 6 of this tenancy.

2 Where we seek to obtain a court order under Section 21 of the Housing Act 1988 we will give you two months notice in writing and details of your right to appeal.

3 We also have the right to apply for an injunction to enforce your obligations under the Starter Tenancy Agreement which may include a power of arrest and an exclusion order to make you comply with or stop breaching any terms of the Starter Tenancy or where you use the dwelling for an unlawful use. We may also apply for an injunction against an individual who engages in anti-social behaviour.

For Assured Tenancy

- 4 We have the right to apply for an injunction or an order to demote your Assured tenancy under the Housing Act 1988 as amended by the Anti-Social Behaviour Act 2003 (or any replacement Act of Parliament).
- 5 We can apply to end your Assured tenancy on some but not all grounds which come from Schedule 2 of the Housing Act 1988 as amended by the Housing Act 1996.
- 6 For the avoidance of doubt we will not use Grounds 8 or 11 of Schedule 2 to the Housing Act 1988 to gain possession of your home whilst your tenancy is an Assured tenancy.
- 7 If we intend to seek possession of your home, as long as this Assured tenancy has not been demoted, we will give you four weeks' notice in writing unless:
 - we are using grounds 14 or 14A when the notice may be less than 4 weeks; or
 - we are using grounds 7, 9 or 16 when we will give 2 month's notice; or
 - the court has allowed us to go ahead without serving notice on you.
- 8 We agree that, unless the Assured Tenancy has been demoted, we will only seek possession of your home on the grounds and in the circumstances set out in the Section below.
- 9 If the Assured 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.
- 10 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 the Assured 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.

Schedule 2 of the Housing Act 1988 - Grounds for Possession of Dwelling-houses let on Assured Tenancies and Assured Shorthold Tenancies (Starter Tenancies)

Part I Grounds on which Court must Order Possession

Ground 7

The tenancy is a periodic tenancy (including a statutory periodic tenancy) which has devolved under the will or intestacy of the former tenant and the proceedings for the recovery of possession are begun not later than twelve months after the death of the former tenant or, if the court so directs, after the date on which, in the opinion of the court, the landlord or, in the case of joint landlords, any one of them became aware of the former tenant's death.

For the purposes of this ground, the acceptance by the landlord of rent from a new tenant after the death of the former tenant shall not be regarded as creating a new periodic tenancy, unless the landlord agrees in writing to a change (as compared with the tenancy before the death) in the

amount of the rent, the period of the tenancy, the premises which are let or any other term of the tenancy.

We will only seek to recover possession of your home on this ground in the circumstances explained in Section 2, condition 7.

Part II Grounds on Which Court may Order Possession

Ground 9

Suitable alternative accommodation is available for the tenant or will be available for him when the order for possession takes effect.

We will only seek to recover possession of your home on this ground if in addition we can show that:

we intend within a reasonable time of obtaining possession to demolish, reconstruct or refurbish your home and/or the building of which your home forms part or an adjoining or adjacent building and cannot reasonably do so without obtaining possession, or

your home has features which are substantially different from those of ordinary homes which are designed to make them suitable for occupation by a physically disabled person who requires accommodation of a type provided by your home and no person residing in your home any longer does so and we require your home for occupation by such a physically disabled person, or

your home is one of a group of homes which it is our practice to let for occupation by people with special needs and a social service or special facility is provided near to the group of homes in order to help people with those special needs, and no other person with those special needs any longer resides in your home and we require your home for occupation by a person who has those special needs, or

your home is Overcrowded (within the meaning of Part X of the Housing Act 1985) in such circumstances as to render the occupier guilty of an offence, or

premises were made available to you on a temporary basis so that works could be carried out to your property on the understanding that on completion of the works you would move back into your property. The works have been completed and you have failed to return to your own property, or

a member of your family (not your spouse or civil partner or partner or a joint tenant) succeeded to your tenancy and the accommodation offered by the property is more extensive than is reasonably required by the person succeeding to the tenancy provided that we commence proceedings for possession within twelve months following the date of your death. Before deciding whether or not it is reasonable to take action under this clause we will consider the following matters:

- i The age of the person succeeding to your tenancy*
- ii The period during which the person succeeding to your tenancy occupied the property with you as their only or principal home*

- iii *Any financial or other support given to you by the person succeeding to your tenancy.*

Ground 10

Some rent lawfully due from the tenant -

- (a) is unpaid on the date on which the proceedings for possession are begun; and
- (b) except where subsection (1)(b) of section 8 of this Act applies, was in arrears at the date of the service of the notice under that section relating to those proceedings.

Ground 12

Any obligation of the tenancy (other than one related to the payment of rent) has been broken or not performed.

Ground 13

The condition of the dwellinghouse or any of the common parts has deteriorated owing to acts of waste by, or the neglect or default of, the tenant or any other person residing in the dwellinghouse and, in the case of an act of waste by, or the neglect or default of, a person lodging with the tenant or a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

For the purposes of this ground, "common parts" means any part of a building comprising the dwellinghouse and any other premises which the tenant is entitled under the terms of the tenancy to use in common with the occupiers of other dwellinghouses in which the landlord has an estate or interest.

Ground 14

The tenant or a person residing in or visiting the dwellinghouse -

- (a) has been guilty of conduct causing or likely to cause a nuisance or annoyance to a person residing, visiting or otherwise engaging in a lawful activity in the locality, or
- (b) has been convicted of -
 - (i) using the dwellinghouse or allowing it to be used for immoral or illegal purposes, or
 - (ii) an indictable offence committed in, or in the locality of, the dwellinghouse.

Ground 14A

The dwellinghouse was occupied (whether alone or with others) by a married couple or a couple living together as husband and wife or civil partner and -

- (a) one or both of the Partners is a tenant of the dwellinghouse,

- (b) the landlord who is seeking possession is a registered social landlord or a charitable housing trust,
- (c) one Partner has left the dwellinghouse because of violence or threats of violence by the other towards -
 - (i) that Partner, or
 - (ii) a member of the family of that Partner who was residing with that Partner immediately before the Partner left, and
- (d) the court is satisfied that the Partner who has left is unlikely to return.

For the purposes of this ground "registered social landlord" and "member of the family" have the same meaning as in Part I of the Housing Act 1996 and "charitable housing trust" means a housing trust, within the meaning of the Housing Associations Act 1985, which is a charity within the meaning of the Charities Act 1993.

Ground 15

The condition of any furniture provided for use under the tenancy has, in the opinion of the court, deteriorated owing to ill-treatment by the tenant or any other person residing in the dwellinghouse and, in the case of ill-treatment by a person lodging with the tenant or by a sub-tenant of his, the tenant has not taken such steps as he ought reasonably to have taken for the removal of the lodger or sub-tenant.

Ground 16

The dwellinghouse was let to the tenant in consequence of his employment by the landlord seeking possession or a previous landlord under the tenancy and the tenant has ceased to be in that employment.

For the purposes of this ground, at a time when the landlord is or was the Secretary or State, employment by a health service body, as defined in section 60(7) of the National Health Service and Community Care Act 1990, shall be regarded as employment by the Secretary of State.

Ground 17

The tenant is the person, or one of the persons, to whom the tenancy was granted and the landlord was induced to grant the tenancy by a false statement made knowingly or recklessly by -

- (a) the tenant, or
- (b) a person acting at the tenant's instigation.