



# **ASSURED TENANCY AGREEMENT**

**(In accordance with Part 1 of the Housing Act 1988)**

# ASSURED TENANCY AGREEMENT

**The Property:** \_\_\_\_\_

**The Landlord:** Derby Homes  
Floor 2 South Point  
Cardinal Square  
10 Nottingham Road  
Derby  
DE1 3QT

**The Tenant(s):** \_\_\_\_\_

**Term:** Weekly or monthly periodic beginning on \_\_\_\_\_

**Initial Rent:** £ \_\_\_\_\_ per week/month payable in advance on \_\_\_\_\_

of each week/month.

**The Inventory:** means the list of the Derby Homes' possessions at the Property  
which has been signed by the tenant and Derby Homes.

**Tenant signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

\_\_\_\_\_ **Date:** \_\_\_\_\_

**Signed on behalf of the landlord:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## 1) Your Tenancy Agreement

This Agreement creates an Assured Tenancy, as defined in the Housing Act 1988, and amended by the Housing Act 1996 with effect from 28 February 1997. The provisions for the recovery of possession by Derby Homes in that Act apply accordingly.

This agreement comprises the terms and conditions of the Tenancy Agreement between the tenant(s) and Derby Homes.

## 2) Independent Advice

You can obtain independent advice about this tenancy and your rights from the Citizen's Advice Bureau and Derbyshire Housing Aid. Please read the terms of this agreement and if you agree with them, please proceed to sign the attached Tenancy Agreement.

## 3) Repairs

Derby Homes will keep in repair the structure and exterior of the property, but you must notify us of repair work you are aware of. Particular items include, but are not limited to:

- The roof
- Drains, gutters and external pipes
- Outside walls, outside doors, window sills, window frames and glass
- Internal walls, skirting boards, doors and door frames, floors and ceilings
- Some fences, pathways and other means of access.

Derby Homes will keep in repair and proper working order all the installations in the property for the supply of water, gas, electricity, sanitation and for space and water heating.

If you, or people living with you or visitors to your property, cause damage, we may do the repairs for you and charge you for them.

Derby Homes will keep the outside of your home, and the communal parts of the building, in a reasonable decorative state.

## 4) Your obligations to Derby Homes

### 4.1) False statement

You, or someone acting on your behalf must not make a statement which you:

- Know is false, or
- Thought could be false, or
- Be involved in any way in supplying information, which may deceive an officer of Derby Homes or its agents, in allocating you this property. We will take legal action to obtain possession of your home in such circumstances.

#### **4.2) Payment of rent and money owed to Derby Homes**

- You must pay all of your rent together with any other tenancy charges at the times and in the manner set out above.
- Tenancy charges are any financial obligations arising from your tenancy which includes but is not limited to: heating, hot water, contents insurance, charges for wilful property damage.
- You must not withhold the rent or any tenancy charge for any reason whatsoever.
- You must repay any debt outstanding from any tenancy in full.
- If you are joint tenants, you are together responsible for the rent and tenancy charges, and any debt outstanding from any previous tenancy if you were joint tenants at that property. Derby Homes can recover all arrears owed to it as a result of this responsibility from either individual joint tenant. This means that if one joint tenant leaves, the remaining tenant or tenants is responsible for the total of any arrears outstanding together with ongoing rent and tenancy charges.
- If you have any difficulty in paying your rent or tenancy charges, you or someone acting on your behalf must contact Derby Homes immediately.
- If you do not pay your rent, rent arrears or tenancy charges, Derby Homes can take Court proceedings against you to evict you from your home. These proceedings may incur additional charges such as legal fees and court costs, which are recoverable from you and may be added to your rent account.
- Derby Homes may vary the amount of rent you have to pay. In such circumstances you will be notified in writing of the variation. This notice will also tell you of your right to end the tenancy if you do not accept the new rent charge.
- You must pay all charges in respect of any electric, gas, water, sewage and telephonic or televisual services used at or supplied to your home, and Council Tax or any similar property tax that might be charged in addition to or replacement of it during the tenancy.

#### **4.3) Use and occupation of your home**

- You must live in this property as your main home, and nowhere else.
- Children are not allowed to live with you
- You must tell us if you are going to be away from your home for more than a month and provide us with a contact address. Failure to do so may result in Derby Homes determining that you no longer live in the property as your main home.
- You may not sublet your home or take in lodgers or assign your tenancy or share possession or occupation.
- You may not separate part of your home to create a “sub-tenancy”
- You must not use or occupy the property in any way whatsoever other than as a private residence. You must not run a business from your home.
- You must not make any alteration or addition to the property.

- You must not alter or damage the walls in anyway. This includes decorating or hanging pictures or mirrors walls by way of hooks or nails.
- You, or anyone living with you or visiting you, must not keep or use bottled gas, paraffin, petrol or any other dangerous material in your home or in communal areas.
- You must keep your yard and/or garden area and communal areas to the reasonable satisfaction of Derby Homes by keeping them clean, tidy and free from rubbish or furniture at all times.
- You, or anyone living with you or visiting you, must not bring or store mopeds or motorcycles inside your home or into indoor communal areas – entrance halls, stairs and landings.

#### **4.4) Repairs and maintenance**

- You must look after your home in a reasonable manner and make sure it remains in good condition at all times to the reasonable satisfaction of the Derby Homes.
- You must keep the items on the inventory in a clean state and good condition, to the satisfaction of Derby Homes, and not damage them (fair wear and tear excepted).
- You, or anyone living with you or visiting your home, must not damage or destroy:
  1. the structure and outside of the building
  2. the fittings for the supply of gas, water and electricity
  3. bathroom and toilet fittings
  4. room heating systems
  5. water heating systems
  6. kitchen units and fittings
  7. internal fixtures and fittings
  8. sheds, fencing, patios, paths, any part of the garden area, open plan space or common walkways
- You are responsible for repairing any damage to any part of your home caused by the wilful or negligent or careless action of you, or anyone living with you or visiting the property.
- You, or anyone living with you, must immediately report any repairs that Derby Homes is responsible for carrying out, and must immediately report any damage however it was caused.
- You, or anyone living at or visiting your home, must not steal or appropriate any item of property owned by Derby Homes.
- You must allow Derby Homes employees, contractors or their agents to enter the property at reasonable times of the day to inspect its condition and state of repair, carry out any necessary repairs and safety inspections, provided the Landlord has given at least 24 hours' prior written notice (except in emergency).
- In an emergency, Derby Homes, or anyone else authorised by us, may require immediate access to your home. In the event that such access is necessary and the property is unoccupied or access is denied, Derby Homes may use reasonable force to gain entry to your home. Upon completion of the works and/or inspection, your home will be properly

secured and repaired if necessary. An emergency is considered to be when either the property or a person's safety is deemed to be at risk.

#### **4.5) Recharging**

You are responsible for:

- The cost of repair of any damage to your home
- The cost of replacement of property destroyed
- The cost of works carried out by default by Derby Homes
- Any reasonable costs incurred by Derby Homes as a result of your breach of the conditions of this agreement.

#### **4.6) Anti-social behaviour**

- You and/or any other person living with you and/or visiting the property must not behave or threaten to behave in a way that causes, or is capable of causing, nuisance, alarm, harassment, distress or annoyance to your neighbours, and/or anyone lawfully working or visiting in the area.
- You are responsible for your own behaviour and that of anyone, including children, who lives with you or is visiting your home. This includes:
  1. making sure that they do not behave in a way which causes or is capable of causing a nuisance or annoyance or disturbance to people living, visiting or working in the locality of your home.
  2. acting in a way, which causes or is capable of causing a nuisance or annoyance or disturbance to people living, visiting or working in the locality of your home.
  3. harassing, abusing or threatening people living, visiting or working in the locality of your home.
  4. Damaging, misusing or dumping rubbish in communal areas, corridors, stairwells, shared entrances, play areas or anywhere else including any other property owned by Derby City Council or Derby Homes.
  5. ensuring that you do not make false or malicious complaints about the behaviour of another person.
  6. ensuring that you do not use your home for illegal or immoral purposes such as selling drugs, storing drugs, or stolen goods, or prostitution, undertaking illegal or immoral acts within the locality of your home, committing an arrestable offence in or within the locality of your home, or inflicting violence or threatening violence against any other person, either living with you or in another home owned by Derby City Council or Derby Homes.
- Harassment includes but is not limited to:
  - Violence or threats of violence towards any person including all Derby Homes' employees, agents or contractors.
  - Abusive or insulting words or behaviour

- Damage or threats of damage to another persons property or home
- ‘Writing threatening, abusive or insulting graffiti
- Any interference with the peace or comfort of another person
- Racial harassment
- Sexual harassment
- Harassment because of a persons sex, gender, race, nationality, ethnic grouping, religion, sexuality, physical disability, learning disability, or because they are living with HIV/AIDS.
- Nuisance, annoyance or disturbance includes but is not limited to:
  - Loud music
  - Shouting
  - Arguing
  - Door slamming
  - Being drunk or under the influence of drugs
  - Leaving gardens or property untidy

People working in the locality of your home including our employees, contractors or agents, or other people engaged in lawful activity in the locality of your home.

#### **4.7) Pets**

- You must not keep any pet or any kind of animal at the property.

#### **4.8) Ending your tenancy**

- You must give Derby Homes four weeks notice, in writing, if you intend to end your tenancy.
- Upon the termination of your tenancy, you must give up the property and the items on the inventory in the same clean state as at the commencement of your tenancy, subject to any fair wear and tear.
- You must return all keys to your property to Derby Homes by 12pm on the date that your tenancy ends.
- You must make good any damage cause by you, or anyone living with you, prior to terminating the tenancy.
- You must provide Derby Homes with a forwarding address when the tenancy comes to an end, and you must remove all rubbish, items of your own furniture and equipment from the property you are leaving.

Derby Homes may take action against you to end your tenancy if:

1. any part of the rent is outstanding for 8 weeks after becoming due and/or
2. there is any breach, non-observance or non-performance by the tenant of any of the terms of this agreement, where the tenant has been notified in writing and has failed within a reasonable period of time to remedy the breach and/or pay reasonable compensation to the Derby Homes for the breach.

In taking such action, Derby Homes may recover possession of the property and this agreement shall come to an end. Derby Homes retains all other rights in respect of the tenant's obligations under this agreement. Note that if possession of the property has not been surrendered and anyone is living at the property, or if the tenancy is an Assured or Assured Tenancy, then Derby Homes must obtain a court order for possession before re-entering the property. Proceedings for recovering possession as stated in the Housing Act 1988 (as amended). This clause does not affect the Tenant's rights under the Protection from Eviction Act 1977.

#### **4.9) Other provisions**

- Derby Homes hereby notifies the tenant under Section 48 of the Landlord and Tenant Act 1987 that any notices (including notices in proceedings) should be served upon the Derby Homes at the address stated on this agreement.
- Derby Homes is entitled to retain a set of keys for all doors to the property but is not entitled to use these to enter the property without the consent of the tenant (except in an emergency) or as otherwise provided in this agreement.
- Any notices or other documents (including any court claims forms in legal proceedings) shall be deemed served on the tenant during the tenancy by either being left at the property or by being sent to the tenant at the property by first-class post. Notices shall be deemed served the day after being left at the property or the day after posting.
- All personal items must be removed at the end of the tenancy. One months notice will be given prior to disposal by Derby Homes. The tenant shall be liable for the reasonable disposal costs, which may be deducted from the proceeds of the sale (if any), and the tenant shall remain liable for the balance.