

STARTER TENANCY AGREEMENT



Data Protection: Derby Homes is the data controller for any personal information you provide. We will observe strict confidentiality in line with the Data Protection Act 2018 Your information will only be used for Tenancy related functions of which they are intended and may be shared across departments within Derby Homes, relevant departments within Derby City Council or with other agencies as the function requires. For more information on your data protection rights as covered in our Fair Processing Notice please visit Derby Homes' website. If you require printed copy of the Fair Processing Notice contact us by email: information.governance@derbyhomes.org or alternatively you can write to us Information Governance, Derby Homes Ltd, 839 London Road, Derby, DE24 8UZ

The Data Protection Officer is Taranjit Lalria who can be contacted at the addresses above.

THIS TENANCY AGREEMENT IS BETWEEN

Name and address of Landlord

Derby Homes Limited ('the Landlord') of 839 London Road, Derby, DE24 8UZ which is a company limited by guarantee (Company No 04380984) and a Registered Provider of Social Housing.

And

Name of Tenant(s)

.....
.....

('the 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 responsibilities and rights set out in this Agreement.)

In respect of (Address)

.....
.....

.....('the Premises')

Description of Premises

which comprises of

.....
.....
.....

The Tenancy

This tenancy begins on for a week and thereafter weekly until brought to an end. This Agreement is a starter tenancy. This means that the tenancy is an assured shorthold tenancy until clause 7.2 of this Agreement comes into effect.

GENERAL TERMS

It is agreed as follows:-

1. Payments for the Premises

1.1. The weekly rent for the Premises (exclusive of service charges) at the start of the tenancy shall be £.....

1.2. The weekly service charge of the tenancy shall be £.....

1.3. As a condition of this tenancy you must also pay the following sum(s) relating to Debts owed to Derby Homes or the Council:

1.3.1. Former tenancy arrears of £ in respect of
(Address).....
.....
.....

1.3.2. Repair charges of £ in respect of
your tenancy at:
(Address).....
.....
.....

By instalments of: £ per week/month beginning on:
.....

This payment is to be paid on top of the weekly rent/service charge.

1.4. The payment of rent and service charge is due in advance on Monday of each week.

2. Services

- 2.1. The Landlord shall provide the services in the attached schedule for which the Tenant shall pay a service charge.
- 2.2. The Landlord may, after consulting the Tenants, increase, add to, remove, reduce, or vary the services provided.
- 2.3. The Landlord may charge for services on the basis either of reasonable costs incurred during the previous accounting period or of estimates for the current or next account period. The difference between any estimate and the actual cost may be carried forward.
- 2.4. The Landlord may establish a sinking fund to be applied to any unusually heavy cost expected to be borne by the service charge account in the foreseeable future.
- 2.5. The cost of services shall be apportioned equally between all the properties concerned (except as provided below)*
.....
.....
.....
- 2.6. The Landlord shall provide an annual account of the costs incurred, the service charges due, and the amount held in the sinking fund if any.

3. Changes in Rent and service charge

- 3.1. On the first Monday in April following the start of this Tenancy the Landlord may increase or decrease the Rent by giving the Tenant not less than one calendar month's notice in writing. The notice shall specify the new Rent proposed. *The new Rent will not be more than the amount the Rent Assessment Committee would have set if it had the authority to consider this Rent increase. However, to avoid any doubt, this clause does not give the Rent Assessment Committee the right to make decisions about the new Rent at this time.*
- 3.2. On the first Monday in April following the Rent increase, the Landlord may in accordance with the provisions of Sections 13 and 14 of the Housing Act 1988 increase or decrease the Rent by giving the Tenant not less than one calendar month's notice in writing. The notice shall specify the Rent proposed. The Rent shall not be increased within 52

weeks of the last increase. 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 period starting with the first Monday in April in respect of which the Notice was given, shall be the Rent so determined.

3.3. The service charge may be varied at the same time as the rent and using the same procedure.

3.4. The service charge may be reviewed not more than twice in any one year. The Landlord shall give the Tenant one calendar month's written notice of any change.

4. Service of notices

4.1. Notice is hereby given in accordance with 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 The Council House, Corporation Street, Derby, DE1 2FT.

4.2. Any legal notice, or any other communication arising from this Agreement, shall be validly served on the Tenant if properly addressed to and posted or delivered to the Tenant at the Premises.

5. Altering the agreement

5.1. With the exception of any changes in the amounts set for rent or service charges this tenancy agreement may only be changed with your agreement or by Us consulting tenants under the following procedure:

- We will serve a notice of intention to vary the agreement on each individual tenant. The notice will include the wording of the variation and a statement explaining the effect of the variation.
- The notice will invite comments from all tenants within a reasonable time, at least 28 days.
- We will consider any comments made by tenants before making a decision and respond where appropriate.

- We will then give individual tenants at least 4 weeks' notice before the change takes place.

6. Tenancy Sustainment

Derby Homes provides an additional service for Starter tenants. This is called the Tenancy Sustainment Service. The service is intended to help new tenants have the best possible chance of making a success of their tenancy. A member of staff will contact you to carry out an assessment which will determine if you are required to engage with this service. There is a charge for the service. You may be eligible for help in meeting this charge. We will give you a leaflet which gives more information about the Tenancy Sustainment Service.

7. Type of Tenancy

7.1. This tenancy is an Assured Shorthold Tenancy until clause 7.2 comes into effect.

7.2. This tenancy is not an Assured Shorthold tenancy when this clause takes effect.

7.3. Clause 7.2 comes into effect 12 months from the start of this Agreement unless:

- proceedings for possession have been started against the Tenant; or
- the Landlord has served a notice under section 21(4) of the Housing Act 1988 that it requires possession of the Premises,

in which case this tenancy continues to be an Assured Shorthold Tenancy until:

- two months from the expiry of the notice (as long as no proceedings are issued within that time); or
- the day after any proceedings are determined (if no possession order is made); or
- the tenancy is ended by execution of a Court order for possession.

8. Additional Terms

If clause 7.2 takes effect the additional terms set out in the Annex to this Agreement shall apply (the “Additional Terms”).

THE LANDLORD’S OBLIGATIONS

The Landlord agrees:-

9. Possession

To give the Tenant possession of the Premises at the commencement of the Tenancy.

10. Tenant’s right to occupy

10.1. Not to interrupt or interfere with the Tenant’s right peacefully to occupy the Premises except where –

10.1.1. 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, or

10.1.2. the Landlord is entitled to possession at the end of the Tenancy.

11. Repair of structure and exterior

11.1. To keep in good repair the structure and exterior of the Premises including –

11.1.1. drains, gutters and external pipes;

11.1.2. the roof;

11.1.3. outside walls, outside doors, windowsills, window catches, sash cords and window frames including necessary external painting and decorating;

- 11.1.4. internal walls, floors and ceilings, doors and door frames, door hinges and skirting boards but not including internal painting and decoration;
- 11.1.5. chimneys, chimney stacks and flues but not including sweeping;
- 11.1.6. pathways, steps or other means of access;
- 11.1.7. plasterwork;
- 11.1.8. integral garages and stores;
- 11.1.9. boundary walls and fences;

12. Repair of installations

- 12.1. To keep in good repair and proper working order any installation provided by the Landlord for space heating, water heating and sanitation and for the supply of water, gas and electricity, including-
 - 12.1.1. basins, sinks, baths, toilets, flushing systems and water pipes;
 - 12.1.2. electric wiring including sockets and switches, gas pipes and water pipes;
 - 12.1.3. water heaters, fireplaces, fitted fires and central heating installations.

13. 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, in reasonable repair and fit for use by the Tenant and other occupiers of and visitors to the Premises.

14. External decorations

To keep the exterior of the Premises and any common parts in a reasonable state of decoration.

15. Succession to partner

15.1. 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 or principal home at the time of the Tenant's death.

15.2. A Successor is:

15.2.1. a partner in whom the Tenancy was vested under this clause; or

15.2.2. a person inheriting the Tenancy (see the following clause); or

15.2.3. a person who would have been entitled to succeed had the previous Tenant died and to whom the Tenancy was assigned under clause 30 or

15.2.4. a Tenant by survivorship when one of two or more joint Tenants has died.

The Landlord's 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 38.1.1 or 38.1.2

16. Housing Management

To provide the Tenant with information on its housing management policies as required by the guidance issued by Regulator.

THE TENANT'S OBLIGATIONS

The Tenant agrees:-

17. 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 of it.

18. Rent

To pay the Rent and service charge weekly in advance.

19. Outgoings

To meet all outgoings applying to the Premises for which the Tenant is responsible, including water charges and electric and other costs whether metered or billed.

20. Use of Premises

To use the Premises for residential purposes as the Tenant's only or principal home and not to operate any business at the Premises that might cause a nuisance or annoyance to other persons in the neighbourhood.

21. Nuisance

Neither to cause, nor to 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.

22. 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, other persons in the neighbourhood or to any tenant, employee, agent or contractor of the Landlord.

23. Noise

Neither to play, nor to allow to be played, any radio, television, record or tape recording or musical instrument so loudly that it causes a nuisance or annoyance to other persons in the neighbourhood. The Tenant is reminded that noise is likely to be a particularly sensitive issue between the hours of 11.00 pm and 7.30 am.

24. Pets

You must not keep any pet or any kind of animal at the property without our prior consent which will not be unreasonably withheld.

25. Internal decoration

To keep the interior of the Premises in good and clean condition and to decorate all internal parts of the Premises as often as is necessary to keep them in good decorative order.

26. Damage

To make good any damage to the Premises or the Landlord's fixtures and fittings or to the common parts caused by the Tenant or any member of the Tenant's household or any visitor to the Premises, fair wear and tear excepted, and to pay any costs incurred by the Landlord in carrying out such works in default.

27. 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.

28. Access

To allow the Landlord's 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.)

29. Roadways

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

30. Assignment

30.1. Not to assign the Tenancy except:

30.1.1. in furtherance of a court order;

30.1.2. with the written consent of the Landlord to someone that would have been qualified under clause 15.1 and 15.2 above to succeed to the Tenancy had the Tenant died; or

30.1.3. the Tenant has a right to do so because the Additional Terms in the Annex have taken effect.

31. Overcrowding

Not to allow more than the notified number of persons to reside at the Premises.

32. Lodgers

Before taking in any lodger to inform the Landlord of the name, age and sex of the intended lodger and of the accommodation he or she will occupy.

33. Sub-letting

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

34. Absence from Premises

To inform the Landlord, in writing and if possible in advance, if the Tenant is or expects to be absent from the Premises for one month or more.

35. Ending the Tenancy

To give the Landlord at least one calendar month's notice in writing when the Tenant wishes to end the Tenancy.

36. Moving out

To give the Landlord vacant possession and return the keys of the Premises at the end of the Tenancy and to leave the Premises and the Landlord's fixtures and fittings in good lettable condition and repair. This includes the removal all furniture, personal possessions and rubbish; the Tenant is warned that if personal belongings are left behind the Landlord may pursue legal remedies for civil trespass as well as breach of Tenancy.

THE TENANT'S RIGHTS

The Tenant has the following rights:-

37. 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).

38. Tenure

38.1. The Tenant shall remain an assured shorthold tenant for the duration of the Tenancy or until clause 7.2 takes effect 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:

38.1.1. on one of the grounds listed in Schedule 2 to the Housing Act 1988; or

38.1.2. because the Landlord has served two months' notice requiring possession of the Premises, such notice not to expire within six months of the commencement of this Tenancy.

39. Cessation of assured tenancy

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

40. Right to take in lodgers

Subject to clauses 31, 32 and 33 above, the Tenant may take in any persons as lodgers provided that the Tenant may not grant a sub-tenancy.

41. Right to repair

The Landlord shall establish a scheme providing the Tenant with a remedy if the Landlord fails to carry out its obligations to repair. The scheme shall operate in accordance with the requirement of the Regulator as laid down from time to time. The Landlord shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

42. Right to consultation

The Landlord shall consult the Tenant before making changes in matters of housing management or maintenance that are likely to have a substantial effect on the Tenant.

43. 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, its policies and procedures on tenant consultation, housing allocation and transfers, and its performance as a landlord.

44. Complaints

- 44.1. The Landlord shall establish a procedure for dealing with complaints raised by the Tenant on any matter arising from this Tenancy. The procedure shall operate in accordance with the requirements of the Tenant Services Authority as laid down from time to time. The Landlord shall provide details of the scheme at the beginning of the Tenancy and inform the Tenant of any changes.

- 44.2. If still dissatisfied after the complaints procedure has been exhausted, the Tenant has the right to refer the matter to the Independent Housing Ombudsman.

Signed on behalf of the
Landlord.....

Signed by the Tenant (s)
.....
.....

Date.....

ANNEX

ADDITIONAL TERMS

These Additional Terms shall apply to this tenancy if clause 7.2 of the Agreement takes effect and this tenancy becomes an Assured Tenancy which is not an Assured Shorthold Tenancy. References to clause numbers shall be to clauses in these Additional Terms unless otherwise stated.

The Tenant has the following additional rights:

1. Succession (other than to partner)

1.1. On the death of a sole Tenant who is not a Successor as defined in clause 15 of the Agreement, the Landlord may seek possession under ground 7 of Schedule 2 of the Housing Act 1988 only if the person that applies to inherit the Tenancy:

1.1.1. is not a member of the Tenant's household; or

1.1.2. did not reside with the Tenant for the twelve months preceding the Tenant's death; or

1.1.3. did not occupy the Premises as his or her only or principal home at the time of the Tenant's death; or

1.1.4. will not agree in writing to abide by the terms of this Tenancy.

The Landlord may seek possession if, six months after the death of the Tenant, there has been no grant of probate or letters of administration.

2. Assignment

2.1. The Tenant has the right to assign the Tenancy with the written consent of the Landlord:

2.1.1. to someone that would have been qualified under clause 1 above to succeed to the Tenancy had the Tenant died; or

2.1.2. when exercising the right to exchange set out in clause 6 below.

3. Tenure

The Tenant shall remain an assured tenant so long as he or she occupies the Premises as his or her only or principal home. The Landlord can end a periodic assured non-shorthold tenancy only by obtaining a court order for possession of the Premises on one of the grounds listed in Schedule 2 to the Housing Act 1988.

4. Right to make improvements

The Tenant may make improvements, alterations and additions to the Premises including the erection of a television aerial, external decoration and additions to, or alterations in, the Landlord's installations, fixtures and fittings, provided that the Tenant has first obtained the written consent of the Landlord and all other necessary approvals (for example, planning permission or building regulations approval). The Landlord shall not unreasonably withhold its consent but may make it conditional upon the work's being carried out to a notified standard. Failure to seek the Landlord's consent or to comply with the Landlord's conditions shall be a breach of the Tenant's obligations under this Tenancy.

5. Compensation for improvements

The Landlord shall establish a scheme under which the Tenant may be compensated for the costs of specified improvements. The scheme shall operate in accordance with the requirements of the Regulator as laid down from time to time. The Landlord shall provide details of the scheme when clause 7.2 of the Agreement takes effect and inform the Tenant of any changes.

6. Right to exchange

The Tenant has the right to exchange this Tenancy by way of assignment with that of another assured periodic or secure tenant of a registered housing Landlord or a local authority subject to the prior written consent of the Landlord, which shall be withheld only on specified grounds.

SCHEDULE

Service Charges