

Tenancy Agreement

This is a legal contract.

Described are the rights and responsibilities of you the Tenant and of the Group.

This Tenancy Agreement is between

Progress Housing Association Limited (trading as Progress Living) a charitable registered society under the Co-operative and Community Benefit Societies Act 2014 registered with the FCA 27792R and with the Regulator of Social Housing LH4032 whose Registered office is at Sumner House, 21 King Street, Leyland, Lancashire, PR25 2LW

And

Name of tenant(s) 1.
2.

Address of property/flat to which this agreement relates ("the Property")

The maximum number of people allowed to live here is

Start Date of Tenancy

This Tenancy is an Assured Shorthold Monthly Tenancy

End Date of Tenancy

Monthly Rent

due in advance on the 1st day of each month the first of such payments (or a proportionate part) in respect of the period commencing on the Start Date of this Agreement referred to above and ending on the last day of the month in which this Agreement commences to be made on or before the date of this Agreement

All tenants should read this agreement and sign below

"The information I/we gave in the housing application form before this tenancy was granted to me/us was and still is true.
I/we understand and agree to the conditions in this tenancy agreement".

Tenants' Signatures 1 _____ Date _____
2 _____ Date _____

Head of Progress Living
Signature on behalf of Landlord _____ Date _____

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1 Your Tenancy Agreement

- 1.1** By signing this “agreement” you are entering into a contract to become an **Assured Shorthold** tenant of the Group.
- 1.2** If you are required to leave your Property at the end of your tenancy we will give you two (2) months notice in writing.
- 1.3** If you continue to occupy the Property after the date of end of tenancy, your tenancy will cease to be fixed term and will become periodic. We can end your periodic shorthold tenancy at any time by giving you two months notice in writing.
- 1.4** This is an Assured Shorthold Tenancy under the Housing Act 1988 (as amended).
- 1.5** All Housing Group tenants have rights and responsibilities. The responsibilities listed in this Tenancy Agreement apply to you, your family (including children) and any other Relatives or friends who are living at or visiting your home.
- 1.6 You have a right to stay in this Property until the date of end of tenancy unless any of the following apply:**
 - 1.6.1** Any of your obligations in this agreement are broken. In these circumstances we will take action to force you to comply with your obligations or to evict you using any of the grounds available to us at any time. The grounds currently applying are listed in Schedule 2 to the Housing Act 1988 as amended by the Housing Act 1996.
 - 1.6.2** You no longer occupy the Property as your only or principal home.
 - 1.6.3** You cease to be employed by or cease to undertake training with United Lincolnshire Hospitals NHS Trust ("the Trust") or any successor in title to the Trust
 - 1.6.4** Due to special circumstances (which for the avoidance of doubt include the carrying out of construction or refurbishment works by the Group at the Property) the Group must move you out of your Property either temporarily or permanently. In this case, we will find you a suitable alternative home. An example of where this may happen would be if your Property were in need of major renovation.
 - 1.6.5** There is any other reason under the Housing Act 1988 or the Housing Act 1996 or any future law which may permit us to intervene.
- 1.7** You must inform the Head of Progress Living whose details are given in this Agreement (or such other Manager whose details are notified to you in writing by us) if you will be away from your Property for more than 4 weeks. If you fail to do this we will consider the Property to have been abandoned and your tenancy to have been surrendered. If your job requires you to be away from home for long periods of time you should discuss this with the Head of Progress Living.
- 1.8** You must notify us of all persons living at the Property either on the application form or by letter.

1.9 With the exception of any changes in rent **we may alter this agreement in the following circumstances:**

1.9.1 With the approval in writing of both you and the Group; or

1.9.2 By the Group writing to you and other tenants affected setting out the proposed changes and the reasons for them. You will have 28 days to reply and give your views. We will consider your views and if we decide to proceed with changes send you a written notice stating the changes to the tenancy and the dates they will come into effect. This date will be at least 28 days after we have notified you of any changes.

1.10 Rent for any period of less than a month will be charged on a proportionate daily basis

2 Rent

Tenants Obligations

2.1 You must pay your rent on time and by direct debit. If you are an employee of the Trust you must pay your rent by way of deduction from your salary.

2.2 If you are a joint tenant you have responsibility for all rent and for all other charges. Even if you no longer live at the Property, as a joint tenant you will remain responsible for any debt built up during the tenancy.

Changes in Rent

2.3 The Landlord may increase the Rent on or at any time after the 1st April in each year ("The Rent Increase Date") by giving you not less than one month's prior written notice of the increased rent in accordance with the following:

2.3.1 On the first Rent Increase Date after 31st March 2009 the Rent shall be increased by no more than a percentage equivalent to the published increase in the Retail Price Index ("RPI") plus one per cent (or such lesser sum as the Landlord may decide as appropriate).

2.3.2 On any Rent Increase Date after the first Rent Increase Date following 31st March 2009 the Landlord may increase the Rent in accordance with Section 13 of the Housing Act 1988 as it applies from time to time.

2.4 The increase in the RPI to be applied on any rent increase shall be that published for the month of September before the issue of the relevant rent increase notice.

2.5 If the RPI ceases to be published subsequent rent increases shall be made by reference to any index measuring the increase in the costs of living, which may replace it to be determined in the Landlord's discretion.

Outgoings

2.7 The Rent is inclusive of the charges set out in Appendix B.

2.8 You are responsible for the payment of all other outgoing in respect of the Property.

3 Use Of Your Property

- 3.1** You must use the Property only as a private dwelling.
- 3.2** You must not carry on any profession trade or business whatsoever at the Property.
- 3.3** You must use the Property and any contents belonging to the Group carefully and properly and you agree not to damage them.
- 3.4** You must take proper precautions to prevent the escape of water in or from the Property.
- 3.5** You must not use portable oil or paraffin heaters in your Property.
- 3.6** You must not store flammable materials or gas at the Property or in any Garden areas and you must not put noxious or damaging substances into the sinks, baths, lavatories, cisterns or waste or soil pipes in the Property or allow them to overflow.
- 3.7** You must not keep any animals at the Property except Guide Dogs for the Blind or Hearing Dogs for the Deaf notice of which must be given to us in writing. You must not allow any animals (as permitted by this clause) to foul in the Communal Areas at the Property or on any public area in the locality. You must remove and dispose of any animal faeces from your Garden frequently and hygienically.
- 3.8** You must not have more people living in your home than the maximum number stated on page 1 of this agreement.
- 3.9** You must not assign sublet charge or part with or share possession of the whole or any part of your Property other than in accordance with clause 9.1 below.
- 3.10** You must not allow rubbish to be left outside the Property other than in proper receptacles.
- 3.11** You must not use the Property for any noisy offensive dangerous illegal or immoral purpose nor to gamble or bet in them.
- 3.12** You must not hold on the Property a political meeting public show spectacle or sale by auction.
- 3.13** You must not allow in the Property any machinery or equipment which is not appropriate for the use authorised in clause 3.1 or which causes noise or vibration which can be heard or felt outside the Property.
- 3.14** You must not hang on the outside of the Property any flowerbox, flowerpot or similar object or any clothes or other articles.
- 3.15** You must not leave the entrance doors of the Property open.
- 3.16** You must not use in the Property any electrical device which is not fitted with an effective suppressor.
- 3.17** You must not use any television in the Property without holding a television licence.
- 3.18** You must not change any of the locks of the Property or have any duplicate keys made without our prior written permission.
- 3.19** You must not interfere with obstruct or cause disruption to emergency vehicles requiring access to the adjacent hospital site or to the operation of hospital services.
- 3.20** You must not display any sign in the Property which is visible from outside the Property.
- 3.21** You must not stop-up darken or obstruct any window light or way to the Property.

- 3.22 You must not make any alteration to the Property or to any Communal Areas.
- 3.23 You must not decorate the exterior of the Property.
- 3.24 You must not change the décor of the interior of the Property without the approval in writing of the Group.
- 3.25 You must not erect any external aerial or satellite dish at the Property.
- 3.26 You must not cause any blockages in sinks, baths and toilets within the Property and must take all necessary steps to prevent water in pipes or tanks freezing.
- 3.27 You must observe such other rules and regulations as we shall from time to time notify you of in writing
- 3.28 You must not install a telephone line or hard wired internet connection at the Property. Telephone and internet connections are available through the Group's nominated supplier.
- 3.29 **If any of the above conditions are breached we may take action to evict you (currently under Grounds 12 and 14, Schedule II of the Housing Act 1988).**

4 Repairs & Improvements

Groups Obligations

- 4.1 To maintain and repair the exterior and main structure of your Property including the following (where applicable):
 - 4.1.1 Drains, gutters and external pipes.
 - 4.1.2 The roof, chimneys, chimney stacks and flues, but not sweeping.
 - 4.1.3 Foundations, external walls, doors, window sills, window catches, sash cords and window frames.
 - 4.1.4 Pathways, steps or other necessary means of access.
 - 4.1.5 Integral garages and stores (if any) erected by the Group.
 - 4.1.6 Walls and fences owned by the Group which edge land not owned by the Group.
- 4.2 To keep in good repair internal walls, floors, ceilings, door frames and skirting boards.
- 4.3 To be responsible for internal decoration.
- 4.4 To keep in good repair and working order any installation provided by the Group for space heating, water heating and sanitation and the supply of water, gas and electricity including:
 - 4.4.1 Basins, sinks, baths, toilets, flushing systems and waste pipes.
 - 4.4.2 Electric wiring including sockets and switches, gas pipes and water pipes
 - 4.4.3 Water heaters, fireplaces, fitted fires and central heating installations.
- 4.5 To keep the exterior of the premises including any Communal Areas in a good state of decoration and to decorate these areas on a regular basis.
- 4.6 To keep the Gardens and all landscaped areas within the Property and any Communal Areas in a neat and tidy state by cutting the lawns, keeping weeds under control and trimming the hedges.

Tenants Obligations

- 4.7** You are responsible for keeping the interior of your home in a good and clean condition and for insuring your own contents and possessions.
- 4.8** You will if reasonably so required by the Landlord (who will have due regard to health and safety requirements) repair (including decorating where relevant) at your own cost any damage to the Property or any Fixtures and fittings owned by the Group which has been caused by yourself, your family or any other person living at or visiting your Property. If you do not or if you are not required by the Group to carry out such repairs the Group may carry out those repairs and you will be responsible for the costs incurred by the Group.
- 4.9** **If you fail to pay the Group for the cost of any work we will take legal action to force you to pay or ask the Court to evict you.**
- 4.10** You must report immediately any disrepair or defect for which the Group is responsible directly to the Head of Progress Living.
- 4.11** You are responsible for minor repairs to your home.
- 4.12** These can include:
- 4.12.1** Maintaining and repairing your own equipment;
 - 4.12.2** Replacing domestic light bulbs;
 - 4.12.3** Replacing plugs and chains to sinks and baths. Replacing chains and handles to toilets;
 - 4.12.4** Replacing keys and internal locks (subject to the provisions of clause 3.18);
 - 4.12.5** Replacing cracked or broken glass, except glazing in any doors or windows at the Property;
 - 4.12.6** Making good minor plaster faults and cracks which occur as a result of damage caused by the Tenant;
 - 4.12.7** Replacing waste bins and dustbins which must be compatible with those used by the collecting company;
- 4.13** **If you do not keep your Property in reasonable condition you will be in breach of your obligations and risk losing your home.**

5 Furniture

- 5.1** The Furniture included in your Property is listed at appendix A of this tenancy agreement.
- 5.2** You, your family (including children) and any other Relatives or friends who are living at or visiting your home must not do any of the following:
- 5.2.1** Sell, rent or give away any of the Group's Furniture.
 - 5.2.2** Deliberately damage or vandalise the Furniture.

- 5.2.3** Remove any of the Furniture from the Property without first obtaining the written permission of the Group.
- 5.3** You must report to the Head of Progress Living immediately any defect or repair that needs carrying out to items included in your Property under this agreement.
- 5.4** If reasonably required to do so by the Group (who will have due regard to health and safety requirements) You will be responsible for repairing (to the reasonable satisfaction of the Group) or paying the cost of any damage to Furniture owned by the Group which has been caused by yourself, your family or any other person living at or visiting your Property. If you do not do so or if the Group does not require you to do so the Group may carry out those repairs and you will be responsible for any costs incurred.
- 5.5** When you move out of the Property you must leave the Group's Furniture in good condition.
- 5.6** You must not bring into the Property or any Communal Areas any furniture or white goods (i.e. fridges, freezers, washing machines, dishwashers) without the prior consent in writing of the Group such consent not to be unreasonably withheld or delayed.
- 5.7** **If any of the above conditions are breached we may take legal action to evict you (currently under Ground 15, Schedule II Housing Act 1988)**
- 5.8** **Breach of condition 5.2 above is a criminal offence and may result in our reporting matters to the police with a request for prosecution.**
- 6 Anti-Social Behaviour**
- You, your family (including children) and any other Relatives or friends who are living at or visiting your home must not do any of the following:
- 6.1** Cause a nuisance or annoyance to other persons in the Local Area or to any other tenant licensee or employee or contractor of the Group
- 6.2** Cause a nuisance or annoyance to the adjacent hospital site
- 6.2.1** Examples of nuisance and annoyance include:-
- 6.2.2** Loud Music/TV
- 6.2.3** Arguing
- 6.2.4** Door slamming
- 6.2.5** Being drunk in public
- 6.2.6** Blocking access to the hospital site or the Property
- 6.2.7** Playing ball games close to someone's home
- 6.2.8** Skateboarding and cycling on footpaths
- 6.2.9** Dumping rubbish
- 6.2.10** Dog barking and fouling
- 6.3** Harass any person in the Local Area or any tenant licensee or employee or contractor of the Group.

6.4 Examples of harassment include:-

- 6.4.1** Behaviour whether by expression or act on the grounds of race, nationality, sexuality, gender, religion or disability
- 6.4.2** Damaging or threatening to damage another persons home or possessions
- 6.4.3** Writing abusive threatening or insulting graffiti
- 6.4.4** Doing anything that interferes with the peace, comfort, enjoyment or convenience of anyone living in your Local Area

6.5 Carry on any criminal, immoral or illegal activity including selling or using illegal or controlled drugs or other substances in your Local Area.

6.6 Use violence or threaten violence towards any person in your Local Area.

6.7 Harass or use mental, emotional, physical or sexual abuse to make anyone who lives with you leave your home.

6.8 **If you breach any of the anti-social behaviour conditions we may take legal action to evict you (currently under Grounds 12, 14 and 14A, Schedule II Housing Act 1988.)**

7 Gardens + Communal Areas

You, your family and any other Relatives or friends living at or visiting your home must not do any of the following:

- 7.1** Store rubbish, furniture or appliances in the Garden area. The Group has the right to remove any of these items and charge you for the work.
- 7.2** Damage or remove trees, hedges or fences without first obtaining the written permission of the Group.
- 7.3** Put up a greenhouse, garden shed or other structure without first obtaining the written permission of the Group.
- 7.4** Throw anything from your windows, landing or staircase.
- 7.5** You must co-operate with the Group to keep all Communal Areas clean, tidy and free from litter and obstruction.
- 7.6** You must not store anything in any Communal Areas.
- 7.7** You have the right to use any Communal Areas but only in conjunction with your use and enjoyment of the Property as your home.

8 Motor Vehicles

You, your family and any other Relatives or friends living at or visiting your home must not do any of the following:

- 8.1** Park any vehicle at or near your home except on a public road driveway or paved area intended for parking.
- 8.2** Park anywhere that would obstruct emergency services
- 8.3** Park any illegal or unroadworthy vehicle on any land at or near your home or on the road.

- 8.4** Drive any vehicle over any area not intended for vehicular access.
- 8.5** On any part of the adjacent hospital site without first obtaining the prior approval or consent in writing of the Trust (including any successor in title to the Trust).

9 Smoking

- 9.1** You must not smoke (including e-cigarettes) in any area of the accommodation buildings. For the avoidance of doubt this includes:
- 9.1.1** your property and communal areas (except areas that have been designated for the time being for smoking in communal areas)
 - 9.1.2** areas where smoking is prohibited by regulations issued by United Lincolnshire Hospitals Trust

10 Ending Your Tenancy

- 10.1** You must give the Group one month's written notice of your intention to end your tenancy. You must return all keys to your Head of Progress Living by midday on the day you leave.
- 10.2** You must give the Group vacant possession of the Property on the day when you are due to leave. If you fail to vacate the Property on the date and time when you are due to leave you will be responsible for indemnifying the Group against any loss, costs, claims, demands and expenses which the Group incurs due to your failure to give vacant possession.
- 10.3** If you are joint tenants, any one of you can one month's notice to end the tenancy. This will mean that you will be ending the tenancy for all the tenants in this agreement. We will decide if any of the other joint tenants can receive a new tenancy and stay in the home.
- 10.4** When you leave your home you must remove all furniture not listed on the inventory set out in appendix A, personal belongings and rubbish from inside and outside the Property.
- 10.5** If you do not the Group will charge you for its removal.
- 10.6** The Group will not be held responsible for any personal furniture, personal belongings or goods left in the Property.
- 10.7** You must leave the Property in a lettable condition. If you do not you will be responsible for the cost of any work carried out by the Group to remedy this.
- 10.8** You must pay rent and/or other charges due at the date of the end of your tenancy. If you leave owing rent and/or other charges you must arrange with the Group a method of payment. If you fail to make arrangements the Group will take legal action to recover all outstanding debts.
- 10.9** You must leave all the contents which belong to the Group in the Property in the same rooms-and (in the case of white goods and large items of furniture including beds and sofas) in the same positions as at the start of this Agreement.
- 10.10** The Group is entitled to terminate this Tenancy Agreement and obtain a court order to evict you if:
 - 10.10.1** any instalment of Rent is not received in full within 14 days of the date when it is due; or
 - 10.10.2** you fail to comply with any of your obligations under this Agreement;

10.10.3 you become bankrupt or have an interim receiver of your property appointed;

10.10.4 you leave the Property vacant or unoccupied for more than four (4) weeks without servicing prior notice of the same on the Group.

10.11 Termination of this Agreement for any reason ends the tenancy period but does not release you from any outstanding obligation.

11 Further Rights

11.1 You have the right to invite other people to live with you provided that:

11.1.1 You obtain the written permission of the Group; &

11.1.2 Not more than the number of people stated at page 1 of this agreement will be living at the Property; &

11.1.3 No payment is involved.

11.2 You have the right to be consulted before the Group makes any changes in matters of housing management or maintenance which may have a substantial effect on you.

11.3 You have a right to information from the Group about the terms of this tenancy, and about the Group's repairing obligations, its policies and procedures on tenant consultation, housing allocation and transfers, and its performance as a landlord.

11.4 You have the right to complain to the Group about any matters arising from this tenancy. You should ask us for a copy of the leaflet "Making a Complaint" for details and the Group agrees to provide a copy of such leaflet to the Tenant at the start of the Tenancy and from time upon request.

12 Written Notices

12.1 You must promptly give to the Group a copy of any notice, order or legal proceedings relating to the Property received by you from any superior landlord, government department, local or public authority or other party.

12.2 You must send any notices to the Group by hand or by post to

Progress Living, Accommodation Office

Bolingbroke House

Castle Road

Boston

Lincolnshire PE21 9QQ

Telephone 0345 1303786

unless we notify you in writing of a different address.

- 12.3** We will deliver all letters and notices to you by hand or send them by post to your last known address.
- 12.4** We will assume that you have received all letters and notices within 72 hours if we have posted them or within 24 hours if delivered by hand.
- 12.5** We will consider your last known address to be the Property this agreement relates to unless you have notified us in writing of a new address.

12.6 The Head of Progress Living referred to in this Agreement is:

Name Head of Progress Living

Address Accommodation Office

Bolingbroke House

Castle Road

Boston

Lincolnshire PE21 9QQ

Telephone 0345 1303786

13 Information

- 13.1** If you do not understand or require further explanation of anything in this agreement you should contact the Head of Progress Living.
- 13.2** If you need further assistance this might be obtained from a Citizens Advice Bureau a Housing or Legal Aid Centre or a solicitor.

14 Data Protection Act

The Group reserves the right to pass on to other housing agencies (including other registered social landlords, local authorities, the Trust, Police and the Benefits Agency or others authorised by them or their successors) any information held by us (whether that information is held on computer or not) that we consider it is appropriate for us to release.

15 Access

- 15.1** You must permit the Group (including its contractors employees and agents and any superior landlord to the Group) to have access to the Property on reasonable notice to enable it to fulfil its obligations to you and also to inspect the state of repair and condition of the Property or room that you occupy. In cases of emergency you must permit immediate access.
- 15.2** If you do not permit access the Group's obligations will be considered to be suspended during the period access is not available and for a reasonable period afterwards.
- 15.3** The Group will provide you with as much notice as is reasonably possible in the event of the Group receiving notice of a proposed interruption to the provision of any utility service either by a statutory undertaker or by the Trust (or any successor in title to the Trust) but we will not be held liable for any disruption or discontinuance to the provision of utilities which is outside of our control.

16 Definitions

Communal Areas

Those parts of the building which can be used by all tenants and licensee such as hallways, stairways, entrances, landings, shared gardens, lawns, landscaped areas and in the case of shared accommodation the kitchen and bathroom.

Fixtures and fittings

All appliances and furnishings in the Property including installations for supplying or using gas, electricity or water.

Furniture

All the furniture we rent to you with the Property. We have attached to this tenancy agreement a list of furniture rented to you with the Property

Gardens

Lawns, hedges, flower beds, trees, shrubs, outside walls and fences.

Improvement

Any alteration or addition to the Property.

Local Area/Locality

The site on which the Property is situated (which for the avoidance of doubt includes the adjacent hospital site) including privately owned and housing Group properties. Any other Property owned by the Group and any other place within one mile of the boundary of the site.

Partner

Your partner can include a person of the same sex.

Property/Home

The property you live in including the Garden but not any Communal Areas.

Relative/Family Member

Parents, children, brothers and sisters, nephews and nieces, grandparents, grandchildren, aunts and uncles, adopted children, and those persons who would be such if you and your partner were married.

Rent

Your rent is the total amount payable for your Property.

We, us, our

Your landlord under this Agreement.

You

The Tenant, and in the case of joint tenants any one or all of the tenants.

Live

This includes staying overnight or for any other temporary length of time

APPENDIX A INVENTORY

APPENDIX B RENT SCHEDULE

Single Accommodation

1. Charge for using the accommodation
2. Water and sewerage
3. Heat power and light
4. Buildings insurance
5. Use of internal telephone system

Family Accommodation

1. Charge for using the accommodation
2. Buildings insurance
3. Use of internal telephone system