



Company No: 06209593

Assured Tenancy Agreement

This agreement sets out the conditions of your tenancy

This is not an Assured Shorthold Tenancy

July 2011

BUCKLAND NEWTON COMMUNITY PROPERTY TRUST
ASSURED TENANCY AGREEMENT

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1. GENERAL CONDITIONS

1.1 Introduction

- 1.1.1 Your tenancy begins on the tenancy start date mentioned on the Tenancy Details page at the end of this agreement. It is an assured weekly tenancy within the Housing Act 1988. The period of your tenancy runs from Monday to Sunday, even if your tenancy does not commence on a Monday.
- 1.1.2 We are a Community Land Trust as defined in Section 79 of the Housing and Regeneration Act 2008. We are not a Registered Social Landlord under the Housing Act 1996 or Registered Provider under the Housing Registration Act 2008 or successor legislation
- 1.1.3 The terms and conditions of the tenancy, and your rights and responsibilities, are set out in this agreement.
- 1.1.4 If you are joint tenants, each of you has all of the rights and responsibilities set out in this agreement.

1.2 Rent and Service Charges

- 1.2.1 At the start of this agreement the initial rent and any service, support or personal service charges payable are the amounts shown on the Tenancy Details page at the end of this agreement.
- 1.2.2 You must pay your rent and any service charge, monthly in advance on the 1st day of each calendar month.
- 1.2.3 If you are required to pay a service, support or personal service charge, and you fail to pay it, we may recover those charges.
- 1.2.4 The rent and service charge payable by you may be varied as described in this agreement.

1.3 Rent Increases

Changing Your Rent

- 1.3.1 We may increase your Rent on the first Monday of May following the start date of your tenancy. This would be by no more than the change in the Retail Price Index (all items) published in the October before your Rent increase ("RPI") plus 0.5 per cent (the "First Rent Increase"). We will give you at least one month's notice in writing.
- 1.3.2 After the first rent increase (or as otherwise agreed) we can (in accordance with Sections 13 and 14 of the Housing Act 1988) increase your rent if we give you at least one month's notice in writing of the increase. You must then pay the full amount shown on the notice unless either we or you agree to an alternative figure or you ask a Rent Assessment Committee to set a Rent for you.

Other Rent Increases

- 1.3.3 After the first rent increase, or if we do not increase the rent under clauses 1.3.1 and 1.3.2, after the first year of your tenancy, we can increase your rent under section 13 of the Housing Act 1988 (or any re-enactment of it) and you can refer any proposed rent increase to a rent assessment committee under section 14 of the Housing Act 1988 (or any re-enactment of it). These provisions do not apply to the service charge.

1.4 Service Charges

- 1.4.1 The service charge covers your proportion of the costs of services, works, and facilities which we provide to you personally (“a personal service charge”), or to you in common with other tenants, or to your home in common with other buildings or land, such as the following: maintaining communal areas; grounds maintenance; communal energy and insurance; communal television aerials; management fees and/or administration costs; and life-line.
- 1.4.2 Your proportion of the costs of the services, works or facilities is calculated in accordance with the number of properties that benefit from the services, works or facilities. For example, if a service benefits four properties, your proportion is a quarter of the cost of providing that service. Management fees and/or administration costs are calculated as a percentage of your total service charge, excluding insurance charges, any adjustments as set out in clause 1.4.7, any personal service charges and any income received for the use of communal facilities. This percentage will be no more than 20% and will reflect the costs of administering the service charges.
- 1.4.3 The services, works and facilities for which you pay under the service charge may vary from time to time. You agree to pay for the services, works and facilities that we provide.
- 1.4.4 Your service charge may include a contribution by you to a sinking fund to make provision for works, services or facilities that we intend to do or to provide in future years. We will hold the sinking fund in a separate account and the money in it will only be used for works, services or facilities for which the service charge is payable. If your tenancy comes to an end for whatever reason, you have no right to be repaid any money that you contributed to the sinking fund which has yet to be spent.
- 1.4.5 The service charge does not cover anything that the law requires us to do for you as your landlord.
- 1.4.6 Your proportion of the cost of the services, works and facilities in respect of which service charge is payable and which you have received or benefited from or which have been made available to you will be confirmed to you in an annual statement of account calculated up to 30th April each year.
- 1.4.7 The service charge that you pay under this agreement is based on our estimate of what the services, works and facilities will cost us to provide each week and, where applicable, an amount to be contributed to the sinking fund. We can change the amount you must pay by giving you not less than one month's notice in writing. After 30th April in each year we will calculate the amount that has been paid and the actual costs to us of providing the services, works and

facilities, and, where applicable, making provision for future services, works and facilities in the sinking fund. If the actual costs to us are more or less than the amount that has been paid, we shall notify you of the difference and make any necessary adjustments to the following year's estimate.

- 1.4.8 If you dispute payment for any service charge item, you are entitled to apply to the leasehold valuation tribunal for a determination of that dispute.

1.5 Support

NOT USED

1.6 Housing Benefit

- 1.6.1 We request that you use any Housing Benefit as payment towards your rent and service charge. If your rent is more than eight weeks in arrears, we are entitled to arrange for your Housing Benefit to be paid directly to us. If your rent is not in arrears, or is less than eight weeks in arrears, we may if you agree receive your Benefit direct from the relevant authority.

1.7 Ending the Tenancy

- 1.7.1 If you want to end this tenancy you must give us at least four weeks' notice in writing ending on a Sunday.
- 1.7.2 During the last four weeks of the tenancy you must allow us to visit your home at any reasonable time of the day with prospective new tenants. We will give you at least 24 hours' notice of any such visit.
- 1.7.3 You must give us your new address for our records.

1.8 Moving Out

- 1.8.1 At the end of the tenancy you must remove your furniture, belongings and rubbish from the property and return the keys to us. You must leave the property and our fixtures and fittings in a reasonably good condition and clean and tidy.
- 1.8.2 If you leave belongings behind at the end of the tenancy and it appears to us you did not intend to discard them deliberately we will write to you (if you have given to us your new address) asking that you make arrangements with us to remove those belongings within 21 days of the date of our letter. If you fail to make arrangements to recover those belongings within the 21-day period or if we do not have your new address we will sell the items or otherwise dispose of them. You will be responsible for any reasonable costs we incur in removing, storing and/or disposing of the items and we may deduct those costs from the proceeds of any sale of them.
- 1.8.3 Except as mentioned in clause 1.8.2 we cannot be responsible for anything you leave behind at the end of the tenancy. If when you leave we have to clean, clear out or repair any damage you or members of your household or your visitors have caused, you will have to pay our reasonable costs for doing so.

1.9 Changing this Agreement

- 1.9.1 If we wish to change any term of this agreement apart from the amount of your rent or service charge, we can do so by using the following procedure.
- 1.9.2 First, we will write to you setting out the proposed changes to your tenancy agreement. That letter will also explain the reason for the proposed changes, for example because of a change in the law, and will invite you to make any comments that you have in writing to us within 28 days. We must then consider any comments that you make before that date and any comments made by any other of our tenants if, as will usually be the case, we are also proposing to change their tenancy agreements.
- 1.9.3 We will not change the terms of this agreement without taking into account any comments made.
- 1.9.4 After we have considered your comments, we will then decide whether we still wish to vary your tenancy agreement and what changes we wish to make. If we do decide to vary the tenancy agreement, we will then serve a notice on you specifying the changes that will be made. The changes will come into effect 28 days after the date of that notice.

1.10 Giving Notice

- 1.10.1 We will serve on you any legal notice or other formal communication arising from this agreement by leaving the letter or document at your property or posting it addressed to you at the property. We may use standard mail or special delivery. You will be treated as having received the letter on the second working day after the day it was posted if it is not returned by the Post Office undelivered. If the letter or document was left at your property, you will be treated as receiving it on the day that it was left there.
- 1.10.2 As required by Section 48 of the Landlord and Tenant Act 1987 we give you notice that our address for the receipt of legal notices and any other communication arising from this agreement is: Magna Housing Association Ltd., Holland House, Poundbury Road, Dorchester DT1 1SW

1.11 Our Use of Information

- 1.11.1 We and our subsidiary and associated companies will process personal information about you in ways that comply with the Data Protection Act 1998. Your personal information may include any information that we hold now or in the future, including information from application forms; any sensitive personal data such as health and medical information; and information relating to your dealings with us. We will process data to help us provide our services, primarily as a landlord or developer, for account and general management, debt collection and enforcement, fraud prevention and detection and for statistical and analytical purposes. We may disclose data to other bodies associated with our business for any of the above purposes. We will not use your data for marketing purposes. We may contact you by letter, telephone or other electronic methods.

2. OUR RESPONSIBILITIES

2.1 Repairs

2.1.1 We will repair and maintain the following:

- 2.1.1.1 the inside walls, floors, ceilings, inside doors and door frames, skirting boards and plasterwork (but not minor plaster cracks, small screw and nail holes, painting and decorating);
- 2.1.1.2 pathways, steps and other means of access;
- 2.1.1.3 boundary walls and fences if they are owned by us;
- 2.1.1.4 the structure and outside of the property (including external painting and decorating). This includes foundations, outside walls, roofs, drains, gutters, outside pipes, outside doors and door frames, windows (including frames and fastenings) and chimney stacks (including sweeping as often as reasonably required);
- 2.1.1.5 the installations for supplying water, electricity, gas, oil and the drainage and rubbish disposal systems, including pipework, electrical wiring, communal lighting, plug and light sockets and switches;
- 2.1.1.6 any communal facilities;
- 2.1.1.7 installations for space heating (including central heating) water heating and sanitation. This includes the NIBE Air Source Heat Exchanger and defects in basins, sinks, baths, toilets and waste pipes other than blockages for which you are responsible under Clause 3.3.2; and
- 2.1.1.8 adaptations, alterations and equipment and any associated work carried out under a disabled facilities grant, other than repairs or maintenance which would normally be your responsibility (as set out in clauses 3.3.2, 3.4, 3.6, 3.7 and 3.9).

For the avoidance of doubt, the list above may include items which are service chargeable.

2.1.2 We do not have to repair or maintain any of the items set out in clause 2.1.1 if they have been damaged by you, your household or visitors (see clause 3.6.1).

2.1.3 If we make an appointment with you to allow us or our contractors access into your home to carry out works of repair to your home or to carry out an inspection of the interior of your home or any of the installations in it and you fail to keep that appointment, we are entitled to charge you the cost to us of your failure to keep that appointment. We would normally seek to charge only in exceptional circumstances, for example where there is a health and safety risk and you have denied access on more than two occasions.

2.2 Our Procedure for Repairs

2.2.1 We will carry out any repairs which are our responsibility within a reasonable time depending on how urgent the need is.

2.2.2 If we consider that repairs are not possible or practical we may make an improvement to the property or provide a suitable alternative replacement instead. For example, if it is not practical to repair a heating system which uses a flue or chimney, we may replace it with a heating

system which does not use a flue or chimney.

2.3 Insurance

2.3.1 We will insure your home and any fixtures and fittings which belong to us. You are responsible for insuring the contents of your home and your own belongings.

2.4 Our Housing Management Policies

2.4.1 We will give you information about our housing management policies as required.

YOUR RESPONSIBILITIES

3.1 Possession

3.1.1 You agree to take possession of the property at the beginning of the tenancy.

3.1.2 You must let us know if you expect to be away from your home for four weeks or more and provide a contact address, return date and the name of anyone looking after your property in your absence.

3.2 Bills

3.2.1 You must pay all outgoings applying to the property including water and sewerage charges and electricity, gas, telephone and other costs whether metered, key metered or billed. You must also pay the Council Tax (or any such similar tax) for the property.

3.3 Repairing the Inside of your Home

3.3.1 We will ensure that the inside of your home is in reasonably good and clean condition and decorated to a reasonable standard at the beginning of the tenancy (unless you agree with us to carry out internal decoration and/or other works to the interior of the property). You must keep your home in a reasonably good and clean condition and reasonable state of decoration throughout the tenancy.

3.3.2 You are responsible for such items as curtain rails and fixings; blinds; keys (including replacement and additional keys and arranging access to your home where keys are stolen or mislaid); coat hooks and hanging rails; electrical plugs; fuses; light bulbs, fluorescent tubes and starters; any appliance, structure or installation not supplied by us; electrical faults arising from the use of faulty appliances; regular cleaning of the NIBE filter; bleeding radiators; dealing with minor pest problems; battery-operated smoke detectors; clearing blocked toilets, baths, basins, sinks and wastepipes (unless the blockage is due to a defect in the system); sink and bath chains and plugs; treating minor mould growth (unless the problem results from rising or penetrating damp or pipe leaks); minor plaster cracks, small screw and nail holes and other superficial decorative repairs.

3.4 Window Glass

- 3.4.1 You are also responsible for repairs to external window glass where windows are broken deliberately or accidentally by you or members of your household or visitors. You are responsible for keeping the windows reasonably clean where these are easily accessible.

3.5 Reporting Repairs

- 3.5.1 You must report to us as soon as you become aware of the need for any repairs for which we are responsible.

3.6 Deliberate or Accidental Damage, Neglect or Misuse

- 3.6.1 You must not damage or neglect or misuse your home, your garden or any fixture or fitting in it which belongs to us. You must repair all such damage (whether deliberate or accidental) caused by you or someone living with or visiting you and your repairs must meet our standards. If you do not, you will have to repay the cost of any repairs which we have to carry out (either during the tenancy or after you have moved out of the property). Before we carry out the work, we will write to you with details of the work to be carried out and the cost (but this may not be possible if the work is urgent or we cannot contact you).

3.7 Installations

- 3.7.1 You must not make any alterations to or carry out any work to electrical installations and wiring (other than the replacement of defective electrical plugs and fuses), pipework or other installations in your home without our written permission.
- 3.7.2 You must use the installations properly and are responsible for the cost of replacement or repair of anything broken or damaged by you or anyone living with you or visiting you.

3.8 General Appearance of your Home

- 3.8.1 You must keep your home clean and tidy.
- 3.8.2 You must help us and your neighbours to keep any communal garden and other communal areas clean and tidy.
- 3.8.3 If you have a garden, you must keep it tidy and in good condition by cutting the lawn, pruning trees and trimming the hedges to a reasonable standard.
- 3.8.4 Household rubbish must be put out for collection at the appropriate time and kept in an appropriate place at all other times. You must not allow rubbish to become scattered around or cause a nuisance in any other way.
- 3.8.5 If you fail to do any of the above at 3.8.1, 3.8.2, 3.8.3 and 3.8.4, you may have to repay the reasonable cost of any work which we have to carry out on your behalf.

3.9 Smoke Alarms/Detectors

- 3.9.1 It is your responsibility to check that any smoke alarms/detectors in your home are in working order at the start of the tenancy and to keep them in working order throughout the tenancy. This responsibility includes the requirement to check both mains-operated and battery-operated alarms/detectors regularly. Where alarms/detectors are battery-operated you must check the batteries regularly and replace them when necessary.
- 3.9.2 The provisions in the previous paragraph do not apply where your service charge includes an amount payable for the maintenance of smoke alarms/detectors.
- 3.9.3 We accept no responsibility for any defective smoke alarms / detectors or any damage or injury which may result from their failure to operate properly or at all.

3.10 Storing Fuels and Dangerous Materials

- 3.10.1 You must not store bottled gas, paraffin, petrol (except in the tank of a motor vehicle or an item of garden machinery) or any other highly flammable or dangerous material in your home or any garage or shed without our written permission.

3.11 How You Use Your Home

- 3.11.1 You, your household, or visitors must not use or allow your home or any communal areas to be used for illegal or immoral purposes such as the following:
- 3.11.1.1 selling or using illegal drugs;
 - 3.11.1.2 prostitution;
 - 3.11.1.3 storage and/or distribution of stolen goods.
- 3.11.2 You must not run a business from your home without our written permission. We will not refuse permission without good reason.
- 3.11.3 You must not allow more people to live in your home than the permitted number of residents mentioned on the Tenancy Details page at the end of this agreement.
- 3.11.4 Any loft or roof space in your home is not designed for storage. No material must be stored in the loft space.

3.12 Racial and Other Harassment, Violence, Nuisance and Anti-social Behaviour

- 3.12.1 You must behave properly and be responsible for the behaviour of everyone (including children) that lives in or visits your home. You are responsible for their behaviour in your home, on surrounding land, in communal areas and in the wider locality around your home.
- 3.12.2 You, the members of your household, or any visitors must not behave in any way that causes or is capable of causing nuisance, annoyance, disturbance, harassment, alarm or distress to:
- 3.12.2.1 other tenants and their visitors;
 - 3.12.2.2 neighbours and their visitors and any other persons in the neighbourhood;
 - 3.12.2.3 our employees or anyone acting on our behalf;

- 3.12.2.4 any other person working in the vicinity of your home;
- 3.12.2.5 your partner or anyone else living in or visiting your home.

3.12.3 Harassment or the threat of it includes harassment on the ground of gender (including gender reassignment), sexual orientation, marital or civil partnership status, race, colour, ethnic or national origin, nationality, religion or belief, political beliefs, disability, age, or class.

3.12.4 Examples of the behaviour which is likely to breach clauses 3.12.2 and 3.12.3 include:

- 3.12.4.1 racist, sexist, or homophobic behaviour or language;
- 3.12.4.2 actual or threatened violence;
- 3.12.4.3 domestic violence;
- 3.12.4.4 sexual abuse;
- 3.12.4.5 using abusive, threatening or insulting words or behaviour;
- 3.12.4.6 foul language;
- 3.12.4.7 damaging or threatening to damage another person's home or possessions;
- 3.12.4.8 writing threatening, abusive or insulting graffiti;
- 3.12.4.9 loud music (see also Clause 3.12.5);
- 3.12.4.10 arguing and door-slamming;
- 3.12.4.11 dog barking and fouling;
- 3.12.4.12 operation of noisy machinery or other noisy activity for an excessive amount of time or at unreasonable hours;
- 3.12.4.13 offensive drunkenness;
- 3.12.4.14 rubbish dumping;
- 3.12.4.15 drinking alcohol in communal areas (other than communal rooms);
- 3.12.4.16 obstruction of communal areas;
- 3.12.4.17 skateboarding or playing ball games where this is likely to cause nuisance or annoyance to nearby residents or where such activities are not permitted.

3.12.5 You must not play, or allow to be played, any television or video or audio or audio-visual equipment or musical instrument so loudly as to cause a nuisance or annoyance to neighbours or other persons in the neighbourhood at any time of day or so loudly as to be audible outside the property between the hours of 11 pm and 7.30 am.

3.13 Animals

3.13.1 You may keep one domestic pet such as a dog or a cat at your home without obtaining our written consent. The pet should be of a type, size and nature which is appropriate to your home and you must comply with clause 3.13.3

3.13.2 Any further pets must obtain our written consent

3.13.3 You must ensure that any pet you are allowed to keep at your home is kept under control at all times in such a way as to avoid annoyance or disturbance to your neighbours. If any pet at your home is causing annoyance or disturbance to neighbours, or for other good reason, we may at any time withdraw our consent and require that the animal be permanently removed from the property.

3.13.4 No pet may be kept on any communal area.

3.14 Vehicles and Parking

- 3.14.1 You must not park, or allow members of your household or visitors to park a vehicle anywhere on the property except in the allocated space adjacent to your property. For the 3 bed properties additional space for a second vehicle is provided in the unallocated and designated area intended for parking on the development. Visitor spaces are also provided in this unallocated area.
- 3.14.2 You must park on the development and not on the adjacent public vehicular highway.
- 3.14.3 Any vehicle left in a parking area (whether on the property or on a communal area) must be in roadworthy and legal condition and display a current tax disc (where required by law).
- 3.14.4 Unless you first obtain our written consent you must not park any of the following on any garden, driveway or paved area on the property or in the vicinity of the property or on any communal areas, and you must not allow those living with you or visiting you to do so:
 - 3.14.2.1 commercial vehicles including large vans
 - 3.14.2.2 personal mobility vehicles such as electric scooters or powered wheelchairs for the elderly or disabled (our consent is only required for parking a personal mobility vehicle in a communal area)
 - 3.14.2.3 caravans or motor homes
 - 3.14.2.4 boats
 - 3.14.2.5 trailers
 - 3.14.2.6 or any other vehicle that is not deemed a private car

We will not refuse consent without good reason.

- 3.14.3 You must not carry out, or permit others to carry out, major car repairs on the property or on communal areas or on or near any other land in the locality owned by us.
- 3.14.4 You must not park in any position which would or might obstruct emergency service vehicles or vehicles belonging to neighbours and their visitors and you must not allow those living with you or visiting you to do so.
- 3.14.5 Personal mobility vehicles must be driven and (where we have given consent under clause 3.14.2) parked carefully when in the vicinity of the property or on any communal areas and in such a way as to minimise the risk of injury and damage to persons and property. In particular electric cables used for charging such vehicles must be connected and positioned in such a way as to avoid any risk to others through tripping, electric shock or otherwise.

3.15 Transferring your Tenancy and Subletting

- 3.15.1 You must not transfer or sub-let your tenancy to anyone.

3.16 Letting Us and Others into Your Home

- 3.16.1 You must allow our officers, employees and contractors, and employees of water, electricity and telephone companies into your home at all reasonable hours of the day (or at any time in an emergency) so that they can carry out repairs or other works, inspect the property, read meters and carry out any checks of installations in your home that we are required to do by law. We will try to give you at least 24 hours' notice if we need to get into your home but if this is not

possible because of an emergency, we have the right to enter straightaway.

4. YOUR RIGHTS

You have the following rights:

4.1 The Right to Live in Your Home

4.1.1 You have the right to live in your home for the duration of the tenancy without interruption or interference from us unless:

- 4.1.1.1 we need to get into the property to inspect it, let a prospective new tenant view it, carry out repairs, or carry out any checks to installations in the property that we are required to do by law; or
- 4.1.1.2 you break any term of your tenancy agreement.

4.2 Security of Tenure

4.2.1 You have the right to security of tenure as an assured tenant of the property as long as the property is your only or main home. We can only end the tenancy by getting a court order. We will usually give you at least four weeks' notice in writing if we are applying for a court order.

4.2.2 For as long as the property remains your only or main home, we can only end the tenancy by obtaining a court order for possession of the property on one or more of the grounds listed in Schedule 2 of the Housing Act 1988. We are entitled to use any of the grounds listed in the Housing Act 1988 (including any grounds as may be amended, or added, by future legislation). Before bringing possession proceedings under those grounds, we will usually serve a notice of seeking possession on you. The current grounds for possession which are commonly used are briefly summarised in Schedule 1 to this agreement.

4.2.3 If your tenancy ceases to be an assured tenancy, we can end your tenancy by giving you 4 weeks' notice in writing.

4.3 Right to Take in Lodgers

4.3.1 You do not have the right to take in a lodger without obtaining our prior written consent. This will not be unreasonably delayed or withheld.

4.4 Right to be Consulted and Involved

4.4.1 We will consult you if we are considering substantial changes to the arrangements for providing a housing management or maintenance service to your home, including any change in our status as an organisation or any activity which results in a change of landlord.

4.5 Right to Information

- 4.5.1 You have the right to written information from us about:
- 4.5.1.1 your tenancy;
 - 4.5.1.2 your right to acquire your home (if it applies to your tenancy);
 - 4.5.1.3 our responsibilities for repairs;
 - 4.5.1.4 how we allocate homes,
 - 4.5.1.5 our performance as landlord.
- 4.5.2 You have the right to a copy of any personal information held by us about you and to correct any inaccurate information. You have the right to a copy of the information, where practical, upon written request and the payment of a fee. We will comply with the provisions of the Data Protection Act 1998 as amended from time to time.

4.6 Right to Pass on Your Home to Husband or Wife or Civil Partner

- 4.6.1 If this is a joint tenancy, on the death of one of the joint tenants, under the law the surviving tenant becomes the sole tenant of the property.
- 4.6.2 If you die and you are the sole tenant, under the Housing Act 1988 your tenancy will pass on to your husband, wife, civil partner or a person living with you as your husband, wife or civil partner as long as your home was their main home when you died. This can only happen once.

4.7 Complaints

- 4.7.1 You have the right to have your complaints considered fairly. You can get details of our complaints procedure from our offices.
- 4.7.2 If you feel that we have broken this agreement, you should complain to us in writing. If we do not deal with your complaint or continue to break the agreement, you can get advice and information about your legal rights from a Citizens Advice Bureau, a Law Centre or a solicitor.
- 4.7.3 You also have the right to take your complaint to the Independent Housing Ombudsman Service. We can give you details of how to do this.

4.8 Equality and Diversity

- 4.8.1 We will ensure that no person or group of people receiving services from us will be treated less favourably than any other person or group of people because of their gender (and including gender reassignment), sexual orientation, marital or civil partnership status, race, colour, ethnic or national origin, nationality, religion or belief, political beliefs, disability, age, class, unrelated criminal offences or any other condition not justified in law or relevant to the performance of our work.

Schedule 1 – Common Grounds for Possession Against Assured Tenants

The grounds for possession which are most commonly used are briefly summarised below. Note that in all of these grounds, except ground 7, before making a possession order the court must also be satisfied that it is reasonable to make a court order.

1. You have inherited the tenancy but you are not entitled to have it passed on to you under this agreement (Ground 7)
2. There is other suitable accommodation is available for you (Ground 9). We will normally only use this ground where:
 - 2.1 we need to demolish, refurbish, or carry out works to the property.
 - 2.2 the property has special features, which make them suitable for a physically disabled person who needs the accommodation and you no longer need it.
 - 2.3 the tenancy has been passed to you but you are not the husband or wife or civil partner of the tenant who has died, and the property is bigger than you need.
3. You have not paid the rent or have persistently delayed paying the rent (Ground 8 or 10 and 11).
4. You have broken, or failed to perform, any of the terms of this agreement (Ground 12).
5. The property (or any furniture we have provided) has been damaged or neglected by you or your household (Grounds 13 and 15).
6. You or any other person residing in or visiting the property has been guilty of conduct causing or likely to cause nuisance or annoyance to a person residing, visiting or otherwise engaging in lawful activity in the locality of the property (Ground 14).
7. You or another person residing in or visiting the property has been convicted of using the property or allowing it to be used for immoral or illegal purposes or has been convicted of an arrestable offence committed in or in the locality of the property (Ground 14).
8. The property was occupied by a married couple or a couple living together as husband and wife and one partner has left because of violence or threats of violence by the other partner and is unlikely to return (Ground 14A).
9. We gave you the tenancy as a result of false information (Ground 17).

TENANCY DETAILS

Assured Tenancy Agreement

This agreement is between us:

Buckland Newton Community Property c/o Edwards and Keeping, Unity Chambers, 34 High East Street, Dorchester DT1 1HA

and you:

for the property at:

Property type:

Permitted number of residents at property:

Tenancy start date: Monday 1st August 2011

Initial rent per week:

Initial service charge per week:

BEFORE SIGNING THIS AGREEMENT MAKE SURE YOU HAVE READ ALL THE TERMS AND CONDITIONS IT CONTAINS. PLEASE ASK US TO EXPLAIN ANYTHING THAT IS NOT CLEAR TO YOU.

I/We agree to the terms and conditions set out in this tenancy agreement.

Tenant's signature:.....

Tenant's signature:.....

Signed for Buckland Newton Community Property Trust:

Position:

Date: