

Introductory Periodic Assured Shorthold Tenancy Agreement

The Wrekin
Housing Group

This is a legal contract between you ('the tenant') and your landlord, The Wrekin Housing Group Limited ('the Group'). It describes your rights and responsibilities and ours.

Full names of the tenant(s):

Tenant 1	
Tenant 2	
Tenant 3	
Tenant 4	

Address of the rented property ('the Property'):

Address line 1	
Address line 2	
Address line 3	
Address line 4	
Address line 5	
Postcode	

This tenancy starts on:

Date	
------	--

Property details:

Type of property	
Tenancy reference number	

Rent details	£ per week	
Property rent		
Garage rent		
Service charge		
Total rent payable	£	

ALL TENANTS SHOULD READ THIS AGREEMENT BEFORE SIGNING BELOW

The information I/we have put on my/our housing application was and still is true. I/we agree to all the conditions in this tenancy agreement.

I understand that legal action (including repossession of the Property) may be taken if I've obtained accommodation as a result of giving false or misleading information.

If there is anything you don't understand, please ask us. You can also get independent advice from a Citizens Advice Bureau or solicitor.

Signed tenant 1	
Signed tenant 2	
Signed tenant 3	
Signed tenant 4	
Signed for the Group	
Officer name	
Date	

Welcome to The Wrekin Housing Group Limited

We want you to enjoy living in your home. We want to make it clear from the start of this tenancy what you can expect of us and what we will expect of you. This tenancy sets out your rights and responsibilities, and our responsibilities to you as your landlord.

We will maintain the Property as set out in this tenancy agreement but we expect you to look after your home and pay your rent on time. We also expect you to treat your neighbours, our staff and contractors as you would like to be treated yourself.

We believe that these are reasonable expectations. If we do not meet our responsibilities, we expect you to tell us and give us an opportunity to put things right. If you do not keep to your side of the agreement, we will tell you and expect you to put things right. If you do not take the opportunity to put things right, we will take legal action to repossess your home.

CONTENTS

Introduction	4
Your rent and other payments	5
Your rights	6
Your responsibilities	8
Our general responsibilities	12
Repairs and maintenance	12
Information and consultation	14
If we or you fail to keep the agreement	14
Altering the agreement	14
Moving, leaving or ending your tenancy	15
Notices	15

1. INTRODUCTION

- 1.1 By signing this document you are agreeing to become a tenant of The Wrekin Housing Group Limited ('the Group' or 'we').
- 1.2 By signing this agreement you give permission for the Group and other members of the Group to use and share your personal data and sensitive personal data with referees, statutory bodies, utility companies and credit reference agencies for purposes relating to this tenancy and any debts at the end of this tenancy. ('Personal data' and 'sensitive personal data' may include data provided by or obtained from external bodies).
- 1.3 You are an 'assured shorthold tenant' and the Group is your landlord. This means that each party has certain rights and responsibilities, which are fully explained in this agreement.
- 1.4 If you are a joint tenant, each of you is responsible for paying the rent and for everything else in this agreement. If one of you leaves, each of you will remain responsible for the full amount of any debt.
- 1.5 You are responsible for the actions of your friends and relatives and any other person (including children) living in or visiting your home.
- 1.6 This is a legal contract. If it says anything you do not understand, you should ask the Group or seek legal advice.
- 1.7 Within 12 months we will review the way you have managed your tenancy and consider offering you a two or five year fixed-term tenancy of the Property.

2. YOUR RENT AND OTHER PAYMENTS

2.1 Your rent

Your total rent is shown on page 2 of this agreement. It is due on a Monday and is the basis of the calculation of what you must pay. If your tenancy starts on any day other than a Monday then the first payment of rent will include the shorter period commencing on the start date until the following Sunday. This will be a proportion of the total rent amount.

2.2 Paying your rent

You must pay the total rent in accordance with one of the rent payment options in advance. If you have any difficulty paying your rent, you should contact your Housing Executive at your local office as soon as possible.

If you fail to pay your rent your home is at risk.

2.3 Not paying your rent

If you do not pay your rent, we may go to court for permission to repossess your home. Before this happens we will contact you to discuss the problem and offer advice.

2.4 Changes in your rent

The total rent payable will increase on the first Monday in April after this tenancy begins and once every year afterwards. We will give you at least one calendar month's notice in writing of the new amount.

2.5 Service charges

Page 2 of this agreement sets out the current amount of service charge you must pay in addition to your rent. This is the cost of:

- Insuring the structure of the Property (not the contents) and
- any costs we incur for properties where we provide services or maintain or improve parts of the building, grounds or services that are used by you and by others.

Remember, contents insurance is your responsibility.

2.6 Calculating service charges

We calculate the service charges based on the costs actually incurred and an estimate of the coming year's costs. We have the right to carry over to the following year any surplus or deficit.

2.7 Other amounts due

We are entitled to set any payment you make against any debt you owe us even if it arose from a different tenancy.

2.8 Legislation

Where this tenancy refers to Acts of Parliament, any reference includes any changes made to the Act in the future.

3. YOUR RIGHTS

3.1 Right to occupy

You have the right to occupy the Property peacefully without interruption from us, except when we need access to carry out repairs or to inspect the Property. If we need access, we will give you at least 24 hours' notice by telephone or letter unless we need emergency access. During this tenancy you remain an **assured shorthold tenant** so long as you occupy the Property as your main home.

3.2 Security of your tenancy

You are entitled to at least two months' written notice from us that we require vacant possession of the Property in line with section 21(4) Housing Act 1988 unless we have cause to serve notice under one of the grounds for possession set out in Schedule 2 Housing Act 1988, which require a lesser period of notice.

3.3 Losing the right to occupy

Unless there are exceptional circumstances, we will only take possession of the Property for one of the following reasons:

- Because you or a member of your household or a visitor breaks this agreement (in this case we would not offer you another home);
- because of special circumstances such as a plan to demolish or reconstruct the Property;
- because the Property was let to you as a condition of employment and this has now ceased;
- because the Property was designed or adapted for a disabled person and there is no longer anyone living there who needs the special features (in this case we will offer you another suitable home) or
- the Group intends to sell the Property under our Asset Renewal Policy (in this case we will help you find another home).

3.4 Succession

When a tenant dies, we will apply the legal rights relating to succession. If a joint tenant dies, the tenancy will automatically pass to the other joint tenant. If you are not a joint tenant, the tenancy will pass to your spouse or someone living with you as your husband or wife. The Group will treat same-sex partners in the same way as heterosexual partners. Please note that other family members do not have the right to succeed to this tenancy.

3.5 Right to assign

You have the right to assign (legally transfer) the tenancy to a person who would qualify to succeed the tenancy as set out in this agreement under the heading 'Succession'.

3.6 Right to make alterations and improvements

You may with our prior written permission:

- Make alterations or improvements to the Property, garden or fixtures and fittings;
- erect a shed, fence or greenhouse or
- erect a satellite dish or external aerial.

We may make our permission subject to the work being done to a certain standard or subject to new development restrictions or local authority consents (if they apply).

3.7 Right to consultation

We will consult you before we change the way we manage and maintain your home, in line with our resident involvement policy.

Please note if you assign your tenancy this is a succession of the tenancy and there may only be one succession.

We will not give you permission to install laminate flooring in a flat above ground level or glued laminate flooring in any type of property.

3.8 Right to information

You have a right to access personal information held by us free of charge (unless your request is unreasonably excessive or repetitive). This applies to personal information about you only and does not include any joint tenant or other person living with you at the Property.

3.9 Right to take in others

You may invite others to live with you as part of your household provided there is no overcrowding. You may also take in lodgers or sublet part of your home provided there is no overcrowding. You must always seek our written permission and must notify us of the name of anyone who moves in with you so that we can carry out the Right to Rent checks.

Remember you must tell us if anyone moves in with you.

3.10 Right to complain

If you have any complaints about us or the way we manage your tenancy, please phone us or ask at your local office for information on the complaints procedure. We will investigate and deal with any complaints in accordance with the procedure. If we cannot resolve your complaint through our procedure, you have the right to take it to the Independent Housing Ombudsman.

DRAFT

If you are a joint tenant at least one of you must occupy the Property as your main home.

'Immoral' means behaviour that is not acceptable, in our reasonable opinion.

4. YOUR RESPONSIBILITIES

4.1 Occupation

You must remain in occupation of the Property (unless you have our written permission not to) until the end of the tenancy or a court order excludes you.

4.2 Rent

You are responsible for paying your rent (even if you receive benefits and arrange for rent to be paid direct to us).

If you fail to pay your rent your home is at risk.

4.3 Use of Property

You must use the Property as your only or main home and must tell us in advance if you will be away for more than 28 days at a time. You must NOT use the Property for:

- a business (unless you have our prior written consent and any other necessary consents in advance) or
- immoral or illegal purposes.

We will not delay or unreasonably withhold our consent for you to run a business from home.

4.4 Subletting

You must not sublet the whole of the Property.

4.5 Nuisance

You, your family and your visitors must NOT cause a nuisance, danger or annoyance to others in the locality. Examples of nuisance are (but are not limited to):

- Playing loud music (or other amplified sounds) that can be heard outside the Property;
- offensive language or threatening behaviour including violence towards another person;
- excessive noise that can be clearly heard outside the Property and may cause a disturbance;
- being drunk or under the influence of drugs in a way that causes offence;
- dumping rubbish in communal areas;
- writing graffiti in the locality;
- damage to any other person's property;
- being convicted of criminal acts in the locality;
- having or using illegal drugs on the Property;
- interfering with the privacy of others;
- unauthorised or obstructive parking of any vehicle including caravans;
- using the Property for gambling or prostitution;
- using the Property and any communal areas for supplying illegal drugs and
- not keeping any fire arm or shot gun in accordance with the appropriate licence.

'Illegal drugs' refers to the use of drugs or possession or distribution of drugs (including cannabis) that is unlawful under current legislation. Medically prescribed drugs are permitted.

'Harassment' means bullying pestering or upsetting other people.
'Intimidate' means frightening, bullying or threatening other people.

4.6 Harassment

You, your family and your visitors must NOT harass, threaten, intimidate or cause offence to any other tenant, neighbour, employee or contractor of the Group on any grounds including gender, age, ethnicity, sex, sexual orientation, transgender, marriage or civil partnership, lifestyle, ability, disability or religion, pregnancy and maternity.

4.7 Domestic abuse

You must not harass or use mental, emotional, physical or sexual abuse against anyone who lives in or visits the Property. The Group is entitled to take action to evict you if the Property is occupied by you and your partner, and your partner has left because of abuse or violence, or threats of violence, made by you and the court is satisfied that they are unlikely to return.

4.8 Pets

You may not keep a pet in a flat without our prior written permission. If the Property is a house, you may keep a domestic pet. In all cases you must ensure that a pet:

- Is kept under control;
- is not a nuisance or annoyance to neighbours or the surrounding neighbourhood;
- does not cause damage to the Property and
- is kept in accordance with the guidance contained in the tenants' handbook.

4.9 Internal repair and decoration

You must keep the interior of the Property clean, in reasonable repair and decorative condition and free from clutter and rubbish, this includes any loft space within the Property. Examples of clutter are (but are not limited to):

- Cluttered gardens and sheds;
- piles of mail, magazines and other paper material in the Property;
- over stuffed cupboards and
- excessive belongings or furniture in rooms.

This does not include repairs to the exterior of the Property, the structure and the walls, doors, door frames, skirting boards, thresholds, floors and ceilings (unless damage has been caused by you, your family or your visitors).

4.10 Rubbish

You must dispose of all household and domestic rubbish properly and not allow rubbish to accumulate inside the Property, in sheds or outbuildings or in gardens, grounds or communal areas.

All wheelie bins and recycling boxes should be kept at the rear of the Property except on the usual collection days.

4.11 Damage

You must repay to us the cost of repairs or other expenses due to damage caused by you, your family or your visitors. This includes (but is not limited to) unsatisfactory home alterations, accidental or deliberate damage, creating a situation where we (or the police or emergency services) need to gain entry, poor installation of appliances, or appliances causing electrical faults.

4.12 Reporting disrepair

You must report to us promptly any disrepair or defect which you become aware of and which is our responsibility to repair. The cost of any damage or disrepair caused by you, your family or your visitors will be payable by you.

Is your home clean and tidy and all repairs up to date?

No washing should be hung out to dry which is visible from the estate road.

Please do not flush wet wipes, nappies or other sanitary items down the toilet.

This includes damage to communal windows, communal lighting, door entry systems or any CCTV.

Payment for any repairs caused by you, your family or your visitors may be required before the work is started.

We may inspect after you have completed any works to ensure they are to an acceptable standard.

4.13. Alterations

You may with our prior written permission (and any local authority consents where necessary):

- Alter or improve your home or any fixtures and fittings;
- add or remove any fixtures or fittings;
- put up a garage, shed or other structure;
- provide a place to park your car or carry out other major work to your garden;
- decorate the exterior of your home;
- install a satellite dish (subject to any local restrictions);
- install CCTV equipment (subject to complying with Data Protection legislation) or
- make any alterations to the electrical wiring.

You will be responsible for:

- The future servicing, maintenance or repair of any of the alterations you have made;
- health and safety of anyone carrying out work on your instructions and
- restoring the Property at the end of your tenancy to the condition it was in before the alteration (if we require it).

Remember balconies should not be used for barbecues.

4.14 Flammable materials

If the Property is a flat or maisonette, you may not keep in the Property, sheds outbuildings or balconies any volatile, explosive materials including calor gas or similar appliances or fuels such as petrol. If the Property is a house, you may do so provided you take all reasonable precautions.

It is important to allow access for gas safety and electrical checks every year. Over 30 people die from carbon monoxide poisoning caused by faulty gas appliances. We may charge for any missed appointments.

4.15 Access to the Property

You must allow our employees or contractors or other people acting on our authority to enter the Property to make inspections or to carry out work to the Property (or appliances) or neighbouring property. This will include periodic inspections of the Property and gas safety checks (at least once a year). Unless we need emergency access, we or our contractors or others acting on our authority will give at least 24 hours' notice of the need for access and will try to make an appointment. In an emergency affecting other premises, we may gain entry to the Property to carry out essential repairs but we will take all reasonable steps to contact you first and to secure the Property.

Access to the inside of the Property may not always be required where the repair is required to the outside of the Property or garden or your neighbour's property. We will always try to give notice where this happens and make good any damage caused.

4.16 Fixtures and fittings

You must ensure that your own fittings including cookers, fridges, freezers and dishwashers meet current safety standards and are installed in line with the manufacturers recommendations and by a suitably qualified person.

4.17 Roadways and parking

You, your family and your visitors must not park on any footway, verge or grassed or cultivated area, nor cause obstruction to other vehicles. You, your family and your visitors must not park without our prior consent any untaxed, unroadworthy or commercial vehicle, caravan or similar item of transport or any type of boat within the boundary of the Property or on any public highway or any part of the estate. You must not repair any car or other commercial vehicle caravan or boat or other similar item within the boundary of the Property or on any part of the estate outside the Property.

4.18 Garden and boundaries

You must keep your garden tidy by cutting lawns, doing other general garden maintenance and keeping it free from litter and waste. General garden maintenance includes (but is not limited to):

- Trimming and maintaining hedges, trees and bushes and
- preventing trees and plants from damaging the Property.

You must also keep boundary fences in good repair (unless a neighbour is responsible for the fence).

4.19 Communal areas

You must use communal areas and facilities in accordance with the most recent regulations published for your communal area. In any event you should always make sure:

- All routes to emergency exits are kept clear at all times;
- security doors are not blocked or jammed open;
- you do not give anyone you do not know access to the block unless they show official identification and
- you must not store or leave any mobility scooter, pushchair or bike in corridors or communal areas.

You must ensure that all rubbish and disused household items are not left in or around the garden, estate or communal areas.

4.20 Housing Benefit and Universal Credit

You agree to inform both the local authority and us of any change in your entitlement to Housing Benefit (or a similar benefit replacing it).

Remember Housing Benefit or any replacement benefit is your responsibility.

4.21 Pay for services

You must pay for any gas, telecommunications or electricity charges, council tax, water rates and metered charges. If we have to pay any charges like these relating to the Property, you must reimburse us immediately.

4.22 Tenancy management

You must co-operate with us throughout the term of this tenancy where any additional support needs are identified.

5. OUR GENERAL RESPONSIBILITIES

5.1 Policies

We will operate in accordance with our policies, including our policies on resident involvement and anti-social behaviour. Copies of our policies are available on request.

5.2 Service failures

We will thoroughly investigate all service failures and act as appropriate in accordance with our policy.

5.3 Advice

We will offer you advice and assistance on any Housing Benefit or Universal Credit claim. However, it remains your responsibility to ensure that your claim is processed.

5.4 Service charge costs

We will send you the latest available summary of service charge costs once a year.

The Group is responsible to repair the Property in line with the Landlord & Tenant Act 1985 and any future amendments made to it.

6. REPAIRS AND MAINTENANCE

6.1 Our responsibilities

It is our responsibility to repair and maintain the structure and exterior of your home, including:

- Drains, gutters and pipes;
- the roof;
- foundations, exterior walls and doors, and windows and frames;
- interior walls, floors and ceilings, plaster work, skirting boards, interior doors and frames (but not including painting and decorating);
- chimneys, stacks and flues, but not sweeping chimneys;
- waste pipes, gas and water pipes and taps, but excluding washing machine and dishwasher pipes;
- external window glass, but you must pay us the cost of replacing glass broken through your fault or negligence;
- electrical wiring, including sockets and lights;
- water heaters, fireplaces, fitted fires, central heating systems and radiators;
- communal areas or services provided for more than one unit, including balconies, walkways, pathways, hallways, steps or other means of access, lifts, door-entry systems, landings, lighting, landscaping, parking areas and boundary walls and
- garages, outhouses or stores that are provided by us and included as part of the Property.

We will carry out the servicing of gas, space and water heating appliances at least once every 12 months and send you a copy of the gas safety certificate.

We will keep the exterior of your home and any shared parts in a reasonable state of decoration.

We will insure the building and any fittings belonging to the Group.

We will ensure that our tradespeople and contractors keep to a code of good working practices by:

- Identifying themselves;
- being courteous;
- removing rubbish and
- ensuring quality.

We will publish a minimum standard for the condition of homes which are let to new tenants.

We are not responsible for any repair or replacement of items if they are necessary due to any neglect or damage caused by you or anyone living with you or your visitors or pets.

If you fail to repair any damage that is your responsibility within a reasonable time we will charge you for any repairs we are forced to do.

6.2 Your responsibilities

You are responsible for keeping your home clean, tidy and free from clutter and for decorating the inside of the property, including repairing minor plaster cracks. You are also responsible for the garden and boundary fences or hedges.

You must report all faults and damage to the Group as soon as possible.

You must allow the Group's employees and contractors into your home so we can inspect and complete the repairs.

You are responsible for repairs, such as:

- Keeping the Property free from condensation and moisture;
- unblocking sinks and wash basins;
- replacing keys, plugs and electrical plugs and
- other minor repairs that are set out on our website.

You must repay to the Group the cost of repairing damage including:

- Water and frost damage if you do not keep the Property properly heated;
- breakages or fire damage to installations and decorations;
- clearing stoppages in WCs and drains caused by nuisance or negligence;
- damage caused while gaining access due to lost keys;
- glass in external windows broken through your fault or negligence and
- any deliberate damage caused by you, your family and your visitors.

You must repair and maintain your own appliances (such as cookers and washers) and any do-it-yourself improvements, and ensure that any battery-operated smoke alarm is fitted with working batteries.

It is your responsibility to make sure that you have adequate contents insurance.

Remember contents insurance is your responsibility.

Payment for any repairs to damage caused by you, your family or visitors may be required before the work is started.

Remember, any appliances transferred to you at the start of your tenancy are your responsibility to repair and maintain.

7. INFORMATION AND CONSULTATION

7.1 Information

You are entitled to receive information from us about the terms of this tenancy, our policies and services. If you no longer wish to receive this information please call us on **01952 217100**, write to us at **The Wrekin Housing Group Ltd, Colliers Way, Old Park, Telford, TF3 4AW** or email **enquiries@wrekin.com**

7.2 Consultation

We will consult through our usual resident improvement process before we change the way we manage and maintain the Property, if the proposals are likely to affect you significantly.

We will involve you or the Tenants' Panel or a local panel in local housing issues. We actively encourage all tenants to use the opportunities for tenant participation.

8. IF WE OR YOU FAIL TO KEEP THE AGREEMENT

- 8.1 If you feel that we have broken this tenancy agreement, notify us using our service failure procedure. You may also wish to take independent advice. If you break any part of this agreement, we may take legal action against you, including eviction proceedings if necessary. We will charge you for any losses we suffer as a result, including legal costs and fees.

You are responsible for making sure that anyone living with you (including children) does not do anything that would break this agreement. If they do, we will take action against you.

9. ALTERING THE AGREEMENT

- 9.1 This tenancy agreement may not be changed except by agreement in writing signed by you and the Group.

10. MOVING, LEAVING OR ENDING YOUR TENANCY

10.1 If you wish to end the tenancy

When you wish to end the tenancy you must:

- Give us at least four weeks' notice in writing ending on a Sunday;
- allow us (after making an appointment) to show prospective tenants around the Property during the notice period and
- give us a forwarding address.

10.2 When you move out

When moving out you must:

- Have the meters read, water turned off and leave electrical cables in a safe condition;
- provide details of energy suppliers;
- not leave anyone else living in the property, nor any pet;
- remove all your personal belongings and rubbish;
- leave all fixtures and fittings in good repair;
- return the keys to your local office before 9.30am on the day of departure, unless you have made an agreement with the Group for the keys to be collected from you at the Property, and
- leave the decoration of the Property in a condition where it can immediately be let to another person.

10.3 Belongings

If you leave any belongings in the Property, we may dispose of them in any way we consider right and you must pay our costs for doing so.

10.4 Condition of the Property

You must pay for the cost of cleaning the Property, replacing missing fixtures or fittings, or repairing damage you cause.

10.5 Death

In the event of death, your personal representatives must comply with section 10.2 and 10.3 and give at least two weeks' notice to end the tenancy.

If you return your keys early and leave your property as set out in 10.2 below we will accept an early surrender of the tenancy. Your rent will be apportioned and charged up to and including the day you return your keys.

Any belongings left behind will be removed from the Property. If we incur any cost in storing or disposing of these items you will have to pay.

11. NOTICES

11.1 If you need to send a formal notice or document to the Group, you must deliver it or post it to the registered office at:

**The Wrekin Housing Group Limited
Colliers Way, Old Park, Telford TF3 4AW.**

Or any Group office provided it is correctly addressed and sent by first class post. For any Notice served by post, service will be two clear days after posting.

If we need to send a formal notice or document to you, we will deliver or post it to you at the Property.

如果你不明白這份文件的內容，
請致電 01952 217100 求助。

W razie problemów z przeczytaniem
tego dokumentu prosimy zadzwonić
pod numer 01952 217100.

اگر آپ کو اس خبرنامے کا ترجمہ اردو میں درکار ہو تو برائے مہربانی اپنے کسی ایسے دوست
سے ہمیں 01952 217100 پر رابطہ کرنے کو کہئے جو انگریزی بولتا ہو۔ ہم آپ
کیلئے ترجمے کا انتظام کریں گے۔

ਜੇ ਤੁਸੀਂ ਇਹ ਖ਼ਬਰਨਾਮਾ ਪੰਜਾਬੀ ਵਿਚ ਲਿਖਿਆ ਲੈਣਾ
ਚਾਹੁੰਦੇ ਹੋ ਤਾਂ 01952 217100 'ਤੇ ਟੈਲੀਫ਼ੋਨ ਕਰਕੇ ਸਾਨੂੰ
ਦੱਸ ਦਿਓ ਜਾਂ ਆਪਣੇ ਕਿਸੇ ਮਿੱਤਰ/ਸਹੇਲੀ ਜਾਂ ਰਿਸ਼ਤੇਦਾਰ
ਨੂੰ ਫ਼ੋਨ ਕਰਨ ਲਈ ਕਹੋ ਜੋ ਅੰਗਰੇਜ਼ੀ ਵਿਚ ਗੱਲ ਕਰ ਸਕੇ।

The Wrekin Housing Group Limited
Colliers Way, Old Park, Telford TF3 4AW

General enquiries: 01952 217100
Repairs: 01952 217217
Rent Payments: 01952 217111

Email: enquiries@wrekin.com
Web: www.wrekin.com

This document has been
TENANT READ
and passed for Clear English